



## South St. Paul School Board Meeting

Monday, February 24, 2025 6:00 PM

CITY HALL, 125 THIRD AVENUE NORTH, South St Paul, Minnesota 55075

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### I. ROLL CALL and PLEDGE OF ALLEGIANCE

### II. APPROVAL OF MEETING AGENDA/MINUTES

II.A. School Board Meeting Agenda, February 24, 2025

II.B. Work Session and Regular Meeting Minutes, January 27, 2025, Special Work Session Minutes, February 3, 2025; and Work Session Minutes, February 10, 2025

### III. QUALITY-IN-ACTION and REPORTS

III.A. **Quality-in-Action:** Athletic and Activities Director Brady Krueger along with winter season coaches and advisors, will showcase their teams and groups, celebrating the amazing accomplishments of our students. (B. Krueger)

III.B. **Report:** Chair Kim Humann will highlight the Stakeholder Comments to the Board submissions. (K. Humann)

III.C. **Report:** School Board members will highlight items from the Board's Work Sessions. (Board)

III.D. **Report:** Superintendent Zambreno will provide highlights from around the District. (B. Zambreno)

### IV. CONSENT ITEMS

IV.A. Financial Claims: Bills Payable

IV.B. Staffing: Appointments, Resignations, Transfers, Retirements, Abolishments, and Leaves

### V. POLICY REVIEW

V.A. **Review:** The following policies are on their second of three reviews:

V.A.1.#627- Academic Honesty

V.A.2.#307 - Emergency Closing Procedures

V.A.3.#401 - Equal Employment Opportunity

V.A.4.#404 - Employment Background Check Policy

V.A.5.#536 - Student Information Technology Acceptable Use Policy

V.A.6.#101.1 - Name of the School District

V.A.7.101 - Legal Status of the School District

V.A.8.#103 - Complaints - Students, Employees, Parents, Other  
Persons

V.A.9.#501 - School Weapons Policy

V.A.10. #502 - Search of Student Lockers, Desks, Personal  
Possessions, and Student's Person

V.A.11. #505 - Distribution of Non-School Sponsored Materials  
on School Premises by Students and Employees

V.A.12. #512 - School-Sponsored Student Publications and  
Activities

V.A.13. #526 - Hazing Prohibition

V.A.14. #528 - Student Parental, Family and Marital Status  
NonDiscrimination

V.A.15. #801.1 - Naming of District Facilities

V.A.16. #903 - Visitors to School District Properties and  
Facilities

## **VI. BUSINESS ITEMS**

VI.A. Approval, for the South St. Paul School Board to approve the girls' hockey cooperative agreement between South St. Paul Public Schools and New Life Academy beginning with the 2025-26 school year. (B. Krueger)

VI.B. Approval, for the South St. Paul School Board to accept the Native American Parent Advisory Committee's (NAPACs) vote of non-concurrence. (L. Gámez)

VI.C. Approval, for the South St. Paul School Board to approve the Joint Powers Agreement for School Wellness Between the County of Dakota and Special School District 6. (J. Sexauer)

VI.D. Approval, for the South St. Paul School Board to approve the Resolution Approving Employment of the School Board Member as a Coach and Substitute in a Certified Position in the School District. (J. Milteer)

VI.E. Approval, for the South St. Paul School Board to approve the Resolution Directing Administration to Make Recommendations for Reductions in Programs and/or Positions and Reasons Therefore. (J. Milteer)

## **VII. INFORMATIONAL ITEMS**

VII.A. **Student School Board Representative Report:** Amal and Jackson will provide an update on recent events, activities and

other informational items. (A. Fickak and J. Schultz)

**VII.B. 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**

VIII.A. Closed Session per the Open Meeting Law (Minn. Stat. § 13D.03) for clerical and maintenance negotiations. (J. Milteer/R. Chhoth)

VIII.B. Adjourn the Closed Session

#### **IX. ADJOURNMENT**



## **SOUTH ST. PAUL PUBLIC SCHOOLS**

### **Special School District No. 6**

**Work Session - January 27, 2025**

The School Board Work Session for South St. Paul Public Schools, Special School District 6, was held in the City Hall Conference Room on Monday, January 27, 2025. Chair Kim Humann called the meeting to order at 5:01 PM with six Board members present: Claflin, Cumings, Duffy, W. Felton, Humann, and Weber. Director T. Felton was absent. Superintendent Dr. Brian Zambreno and several staff members were also present.

#### **Board Member Employment Resolution**

Human Resources Director Joel Milteer presented information on MN Statute 123B.195, which permits School Board members to be employed by the district, provided their earnings do not exceed \$20,000 in a fiscal year. Such employment also requires majority approval at a meeting where all Board members are present.

As Director T. Felton is absent, the resolution acknowledging Director Duffy's intent to continue his coaching and substitute teaching roles during his tenure on the Board will be postponed to the February 24 meeting for approval.

#### **Public Relations and Community Engagement**

Board members discussed events and opportunities to be engaged with our community.

#### **Committee Updates**

Board members provided updates on the various committees in which they serve.

#### **Other Items Deemed Necessary by the School Board**

Board Chair Kim Humann highlighted the recent MSBA conference that a few board members and superintendent Zambreno recently attended.

#### **Adjourn**

The South St. Paul School Board adjourned their January 27, 2025 work session at 5:46 PM.

Official Board Minutes are available in the  
District Office at 104 - 5th Ave. S. - South St. Paul

Respectfully Submitted by:

Lisa Brandecker, Acting Secretary-Clerk  
Board of Education



## SOUTH ST. PAUL PUBLIC SCHOOLS

### Special School District No. 6

JANUARY 27, 2025

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, January 27, 2025. Chair Kim Humann called the meeting to order at 6:00 PM with six Board members present for roll call: Weber, W. Felton, Claflin, Cumings, Duffy and Humann. Director T. Felton was absent. Superintendent Dr. Brian Zambreno and several staff and community members were also present.

#### PLEDGE OF ALLEGIANCE

The pledge of allegiance was recited.

#### MINUTES

By Director W. Felton

Seconded by Director Claflin

That the South St. Paul School Board approves the January 27, 2025, School Board Meeting Agenda as well as the November 25, 2024, Work Session minutes, the December 2, 2024, Special Meeting minutes, the December 9, 2024 Work Session and Regular Meeting minutes and the January 13, 2025, Work Session and Special Meeting minutes.

Motion carried (6-0)

#### QUALITY-IN-ACTION AND REPORTS

*Quality-in-Action - Goal Getters Academy is a Middle School Mentorship Program that began in the Spring of 2024. The mission of the program is to empower teens to overcome challenges, establish themselves as entrepreneurs, thinkers, and leaders, and become productive members of society.*

*Goal Getters Academy influences positive change among the students served in the areas of building positive relationships, resiliency, academics, goal setting, and reducing behaviors. Jarelle Miller, founder of Goal Getters, Middle School Counselor Shannon Smith, along with several students, shared experiences as well as data in the areas of academic, attendance, and social/emotional behavior.*

*Quality-in-Action: Superintendent Zambreno and the School Board members congratulated Board Chair Kim Humann on completing the Minnesota School Boards Association's Learning to Lead Work Shop Series School Board training.*

*Report* - Chair Kim Humann highlighted the Stakeholder Comments to the Board submissions.

*Work Session Report* - Highlights were provided of the School Board's discussion at their work session meeting this evening. Items discussed were the school calendar, district holidays, school board meeting structure, and a budget update.

*Superintendent Report* - Superintendent Zambreno provided highlights from around the district.

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## **CONSENT ITEMS**

By Director Claflin

Seconded by Director Weber

A. Financial Claims - Bills Payable

B. Staffing: Appointments, Resignations, Transfers, Retirements, Abolishments, and Leaves

Motion Carried (6-0)

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## **Policy Review**

By Director Weber

Seconded by Director Claflin

Approval, of the following policies that are on their third and final reading:

1. #516 - Student Medication and Telehealth
2. #513 - Student Promotion, Retention, and Program Design
3. #607 - Organization of Grade Levels
4. #614 - School District Testing Plan and Procedure
5. #626 - Assessment Policy
6. #418 - Drug-Free Workplace
7. #419 - Tobacco Free Work Environment
8. #437 - Student Teaching
9. #722 - Public Data Requests

Motion Carried (6-0)

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## **BUSINESS ITEMS**

By Director W. Felton

Seconded by Director Claflin

Approval, for the South St. Paul School Board to approve scheduling a special work session on Monday February 3, 2025, at 5:00 PM in the District Office Conference Room

Motion carried (6-0)

By Director Cumings

Seconded by Director Duffy

Approval, for the South St. Paul School Board to approve the Acceptance of Gifts Report.

Motion carried (6-0)

By Director Claflin

Seconded by Director Duffy

Approval, for the South St. Paul School Board to approve the Joint Powers Agreement between Dakota County and South St. Paul Public Schools for the Opioids Settlement Funds.

Motion carried (6-0)

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## **INFORMATIONAL ITEMS**

**Student School Board Representative Report:** Student School Board Representative Jackson provided an update on the work of the Principal Advisory Committee as well upcoming events, activities, and other informational items.

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

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## **ADJOURN**

By Director Weber

Seconded by Director W. Felton

Approval, for the South St. Paul School Board to adjourn the January 27, 2025, meeting at 7:04 PM.

Motion carried (6-0)

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Official Board Minutes are available in the  
District Office at 104 - 5th Ave. S. - South St. Paul

Respectfully Submitted by:

Lisa Brandecker, Acting Secretary-Clerk  
Board of Education



## **SOUTH ST. PAUL PUBLIC SCHOOLS**

### **Special School District No. 6**

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#### **Special Work Session - February 3, 2025**

The Special School Board Work Session for South St. Paul Public Schools, Special School District 6, was held in the District Office Conference Room on Monday, February 3, 2025. Chair Kim Humann called the work session to order at 5:00 PM with five Board members present: Claflin, Cumings, Humann, W. Felton, and Weber. Director T. Felton and Duffy arrived at 5:15 PM. Superintendent Dr. Brian Zambreno and several staff members were also present.

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#### **DEPARTMENT OVERVIEW**

Executive Director of Educational Services Amy Winter and Director of Student Services, Dr. Candace Burckhardt provided an overview of their respective departments.

#### **BOARD EDUCATIONAL LEADERSHIP TRAINING**

South St. Paul Public Schools Board members participated in an Educational Leadership training session led by Dr. Ray Queener from TeamWorks International. This professional development opportunity focused on the critical roles of governance and management, providing board members with the tools and insights necessary to navigate the complexities of educational leadership effectively.

The training emphasized the distinct yet interconnected responsibilities of the board and administration, reinforcing the importance of strategic oversight, policy development, and ensuring accountability, while allowing administrators to manage daily operations and execute the district's vision.

#### **ADJOURNMENT**

The February 3, 2025 Special Work Session adjourned at 7:00 PM.

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Official Board Minutes are available in the  
District Office at 104 - 5th Ave. S. - South St. Paul

Respectfully Submitted by:

Lisa Brandecker, Acting Secretary-Clerk  
Board of Education



## **SOUTH ST. PAUL PUBLIC SCHOOLS**

### **Special School District No. 6**

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**Work Session - February 10, 2025**

The School Board Work Session for South St. Paul Public Schools, Special School District 6, was held in the District Office Conference Room on Monday, February 10, 2025. Chair Kim Humann called the work session to order at 5:00 PM with seven Board members present: Claflin, Cumings, Duffy, Humann, T. Felton, W. Felton, and Weber. Superintendent Dr. Brian Zambreno and several staff and community members were also present.

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#### **Native American Indian Parent Advisory Committee**

The Native American Parent Advisory Committee (NAPAC) met to review the district's educational offerings for American Indian students, as required before March 1 each year. After evaluating the district's efforts, the committee voted and issued a resolution of non-concurrence, identifying and sharing areas where additional support and improvements are needed to better serve American Indian students.

NAPAC has shared valuable feedback and looks forward to working collaboratively with the district to strengthen programs and opportunities for our Native American Indian students. The resolution will be presented for Board acceptance at the February 24, 2025, Board Business Meeting.

#### **Negotiations Training**

Human Resource Director Joel Milteer provided a high-level training session on the district's contract negotiations process. The session covered key negotiation principles, timelines, and the roles and responsibilities of the School Board. The training aimed to give Board members a foundational understanding of the negotiations process, ensuring they are well-informed as the district engages in contract discussions.

#### **Public Relations and Community Engagement**

Board members discussed events and opportunities to be engaged with our community.

#### **Committee Updates**

Board members provided updates on the various committees in which they serve.

#### **2-Year Board Agenda**

Chair Humann and Lisa Brandecker, Manager of Administrative Services, reviewed the purpose and components of a 2-year Board agenda that will help guide key governance goals, initiatives, and priorities. This agenda will continue to be developed and streamlined with district leadership work and the strategic plan that will be presented to the Board in the coming months. The 2-year Board agenda will be a clear but flexible framework for board responsibilities and decision-making.

### **Stakeholder Comments to the Board**

The Board received one online submission expressing appreciation and relief at the district's continued commitment to creating a great learning environment, fostering a strong sense of community, and ensuring all students feel welcome. A second submission, shared in person, raised concerns about the Board's meeting structure, processes, and engagement.

### **Closed Session**

The Board moved to a Closed Session at 6:50 PM per the Open Meeting Law (Minn. Stat. § 13D.03), for contract negotiation strategy for the following bargaining units: Clerical and Building and Grounds.

*Members present: Directors Claflin, Cumings, Duffy, T. Felton, W. Felton, Humann, Weber as well as Superintendent Dr. Brian Zambreno and Human Resource Director Joel Milteer.*

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### **ADJOURN**

The closed session ended at 7:25 PM and the February 10, 2025, meeting subsequently adjourned.

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Official Board Minutes are available in the  
District Office at 104 - 5th Ave. S. - South St. Paul

Respectfully Submitted by:

Lisa Brandecker, Acting Secretary-Clerk  
Board of Education



## SOUTH ST. PAUL PUBLIC SCHOOLS

### School Board Agenda Item

**Place on Agenda:** Regular Meeting Reports

**Action Requested:** None

**Attachment:** None

**Topic:** Stakeholder Comments to the Board

**Presenter(s):** Board Chair

At the Work Session and Regular Business Meeting, the Board Chair will provide an overview of the Stakeholder Comments to the Board submissions.

The South St. Paul School Board provides the following opportunities for community members to address the board:

- **In-Person** on the first meeting date of each month according to the schedule listed on the [district's website](#). Stakeholder Comments to the Board sessions are held at the District Office (104 - 5th Avenue South) beginning at 6:30PM.
- **Electronic form Submissions** are accepted on all meeting dates listed on the [district's website](#). Click [here](#) to submit a Stakeholder Comment tot the Board.
  - Form submissions will be acknowledged by the Board Chair and/or Superintendent on-air during the regular business meeting. The Board Chair and/or Superintendent will also follow-up personally with the individuals submitting a Stakeholder Comment to the Board form.

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**SOUTH ST. PAUL PUBLIC SCHOOLS**  
School Board Agenda Item

**Place on Agenda:** Reports

**Action Requested:** None

**Attachment:** None

|                                                                                                    |
|----------------------------------------------------------------------------------------------------|
| <b>Topic:</b> Work Session Meeting Update                                                          |
| <b>Presenter(s):</b> Board                                                                         |
| <b>Background:</b><br><br>School Board members will highlight items from the Work Session meeting. |
| <b>Recommendation:</b><br><br>N/A                                                                  |
| <b>Alternatives:</b><br><br>N/A                                                                    |

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## SOUTH ST. PAUL PUBLIC SCHOOLS

### School Board Agenda Item

**Place on Agenda:** Reports

**Action Requested:** None

**Attachment:** None

|                                                                                                     |
|-----------------------------------------------------------------------------------------------------|
| <b>Topic:</b> Superintendent's Update                                                               |
| <b>Presenter(s):</b> Dr. Brian Zambreno, Superintendent                                             |
| <b>Background:</b><br><br>Superintendent Zambreno will provide highlights from around the District. |
| <b>Recommendation:</b><br><br>N/A                                                                   |
| <b>Alternatives:</b><br><br>N/A                                                                     |



**Meeting Date:** February 24, 2025

**Place on Agenda:** Consent Items

**Action Requested:** Approval

**Attachment:** Financials – Bills Payable

|                                                                                                                                                                                                                                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Topic:</b> Financials – Bills Payable                                                                                                                                                                                                                        |
| <b>Presenter(s):</b> Chair                                                                                                                                                                                                                                      |
| <b>Background:</b><br><br>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. |
| <b>Recommendation:</b><br><br>Administration recommends the approval of the attached financial statement.                                                                                                                                                       |
| <b>Alternatives:</b><br><br>N/A                                                                                                                                                                                                                                 |

*Passionate Learners Positively Changing Our World*

| CHECK CHE |     | CHECK      |            |                                         |
|-----------|-----|------------|------------|-----------------------------------------|
| NUMBER    | TYP | AMOUNT     | DATE       | VENDOR                                  |
| 207754    | R   | 267.62     | 01/27/2025 | AMAZON CAPITAL SERVICES                 |
| 207755    | R   | 202.62     | 01/27/2025 | ANGELO'S PIZZA                          |
| 207756    | R   | 5,110.14   | 01/27/2025 | ARVIG                                   |
| 207757    | R   | 3,261.58   | 01/27/2025 | CANON FINANCIAL SERVICES                |
| 207758    | R   | 1,173.53   | 01/27/2025 | CAPITAL ONE TRADE CREDIT                |
| 207759    | R   | 6,242.50   | 01/27/2025 | CESO FINANCE LLC                        |
| 207760    | R   | 5,161.76   | 01/27/2025 | CESO HR LLC                             |
| 207761    | R   | 17,748.89  | 01/27/2025 | CITY OF SOUTH ST PAUL - UTILITIES       |
| 207762    | R   | 17,389.33  | 01/27/2025 | CITY OF SOUTH ST PAUL                   |
| 207763    | R   | 225.00     | 01/27/2025 | CITY OF WEST ST PAUL                    |
| 207764    | R   | 520.00     | 01/27/2025 | COMMERCIAL KITCHEN SERVICES             |
| 207765    | R   | 15.10      | 01/27/2025 | CULLIGAN-MILBERT COMPANY                |
| 207766    | R   | 108.12     | 01/27/2025 | DAKOTA CTY ENVIRONMENTAL RESOURCES DEPT |
| 207767    | R   | 1,850.00   | 01/27/2025 | EAST CENTRAL MN EDUCATIONAL CABLE COOP  |
| 207768    | R   | 314.05     | 01/27/2025 | HOME DEPOT CREDIT SERVICES              |
| 207769    | R   | 81.10      | 01/27/2025 | HORIZON COMMERCIAL POOL SUPPLY          |
| 207770    | R   | 274.12     | 01/27/2025 | IMAGES BY DESIGN                        |
| 207771    | R   | 15,000.00  | 01/27/2025 | IMAGINE LEARNING INC                    |
| 207772    | R   | 10,125.00  | 01/27/2025 | INFINITE HEALTH COLLABORATIVE           |
| 207773    | R   | 146,771.74 | 01/27/2025 | INTERMEDIATE DISTRICT #917              |
| 207774    | R   | 50.00      | 01/27/2025 | JAKACKI, DOUG                           |
| 207775    | R   | 549.37     | 01/27/2025 | MAC ENTERPRISES LLC                     |
| 207776    | R   | 1,266.49   | 01/27/2025 | MACKIN EDUCATIONAL RESOURCES            |
| 207777    | R   | 1,360.65   | 01/27/2025 | MMKR & CO                               |
| 207778    | R   | 10.00      | 01/27/2025 | MN DEPT OF LABOR & INDUSTRY             |
| 207779    | R   | 165.00     | 01/27/2025 | MOSYLE CORPORATION                      |
| 207780    | R   | 5,878.84   | 01/27/2025 | NITTI SANITATION                        |
| 207781    | R   | 22,273.29  | 01/27/2025 | NORTHLINE TRANSPORTATION                |
| 207782    | R   | 554.58     | 01/27/2025 | PITNEY BOWES INC PURCHASE POWER         |
| 207783    | R   | 72.20      | 01/27/2025 | QUILL CORPORATION                       |
| 207784    | R   | 1,294.79   | 01/27/2025 | REGION V COMPUTER SERVICES COOPERATIVE  |
| 207785    | R   | 80.00      | 01/27/2025 | SKWIRA, PETER                           |
| 207786    | R   | 100.00     | 01/27/2025 | STATE OF MN DEPT OF PUBLIC SAFETY       |
| 207787    | R   | 599.00     | 01/27/2025 | TRAFERA HOLDINGS LLC                    |
| 207788    | R   | 12,837.85  | 01/27/2025 | XCEL ENERGY                             |
| 207789    | R   | 438.50     | 01/30/2025 | LOCAL #70                               |
| 207790    | R   | 1,030.00   | 01/30/2025 | MINNESOTA CHILD SUPPORT PAYMENT CENTER  |
| 207791    | R   | 96.00      | 01/30/2025 | NCPERS GROUP LIFE INS                   |
| 207792    | R   | 183.00     | 01/30/2025 | OFFICE AND PROF EMPLOYEES UNION         |
| 207793    | R   | 12,977.01  | 01/30/2025 | SOUTH ST PAUL TEACHER'S ASSOCIATION     |
| 207794    | R   | 5.00       | 01/30/2025 | SOUTH ST PAUL OPEN FOUNDATION           |
| 207795    | R   | 60.00      | 01/30/2025 | SOUTH ST PAUL EDUCATION FOUNDATION      |
| 207796    | R   | 803.76     | 01/30/2025 | SSP EASRP                               |
| 207797    | R   | 450.00     | 01/31/2025 | J&O GYMNASTICS LLC                      |
| 207798    | R   | 212.50     | 01/31/2025 | MINNESOTA ORCHESTRAL ASSOCIATION        |
| 207799    | R   | 132.70     | 02/05/2025 | ACE HARDWARE & PAINT                    |
| 207800    | R   | 8,446.38   | 02/05/2025 | ALLSTREAM                               |
| 207801    | R   | 1,523.55   | 02/05/2025 | AMAZON CAPITAL SERVICES                 |
| 207802    | R   | 3,294.20   | 02/05/2025 | AMERGIS HEALTHCARE STAFFING INC         |
| 207803    | R   | 2,200.00   | 02/05/2025 | AMPERSAND THERAPY LLC                   |
| 207804    | R   | 50.00      | 02/05/2025 | APPLEQUIST, BRIAN                       |
| 207805    | R   | 5,186.79   | 02/05/2025 | ARVIG                                   |
| 207806    | R   | 750.00     | 02/05/2025 | BACKUPIFY                               |
| 207807    | R   | 12,795.00  | 02/05/2025 | BEAUDRY OIL & PROPANE                   |
| 207808    | R   | 143.50     | 02/05/2025 | BERG, ELLIE                             |
| 207809    | R   | 2,044.16   | 02/05/2025 | BIMBO BAKERIES USA                      |

| CHECK CHE |     | CHECK     |            |                                          |
|-----------|-----|-----------|------------|------------------------------------------|
| NUMBER    | TYP | AMOUNT    | DATE       | VENDOR                                   |
| 207810    | R   | 2,799.54  | 02/05/2025 | BIX PRODUCE COMPANY                      |
| 207811    | R   | 11,178.50 | 02/05/2025 | BUDGET BLINDS OF THE SOUTHERN TWIN CITIE |
| 207812    | R   | 3,034.26  | 02/05/2025 | BUILDING CONTROLS GROUP                  |
| 207813    | R   | 580.00    | 02/05/2025 | CENTRAL ROOFING COMPANY                  |
| 207814    | R   | 5,850.00  | 02/05/2025 | CESO FINANCE LLC                         |
| 207815    | R   | 150.81    | 02/05/2025 | CINTAS                                   |
| 207816    | R   | 1,293.38  | 02/05/2025 | CINTAS                                   |
| 207817    | R   | 65.00     | 02/05/2025 | CITICARGO & STORAGE                      |
| 207818    | R   | 97.23     | 02/05/2025 | CULLIGAN-MILBERT COMPANY                 |
| 207819    | R   | 1,040.05  | 02/05/2025 | CUMMINS INC                              |
| 207820    | R   | 3,000.00  | 02/05/2025 | DAKOTA COUNTY TECHNICAL COLLEGE          |
| 207821    | R   | 4,950.00  | 02/05/2025 | DAKOTA UNLIMITED                         |
| 207822    | R   | 350.00    | 02/05/2025 | DEWALD, RINA                             |
| 207823    | R   | 17,250.00 | 02/05/2025 | DOOR SERVICE COMPANY OF THE TWIN CITIES  |
| 207824    | R   | 5,708.06  | 02/05/2025 | EGAN                                     |
| 207825    | R   | 221.95    | 02/05/2025 | ENABLING DEVICES                         |
| 207826    | R   | 104.94    | 02/05/2025 | FIRST SUPPLY LLC - TWIN CITIES           |
| 207827    | R   | 1,925.10  | 02/05/2025 | GOODIN COMPANY                           |
| 207828    | R   | 312.39    | 02/05/2025 | GRAINGER INC                             |
| 207829    | R   | 306.58    | 02/05/2025 | GRAYBAR                                  |
| 207830    | R   | 225.00    | 02/05/2025 | GUTZMAN, DEBRA                           |
| 207831    | R   | 1,120.00  | 02/05/2025 | HOFFMANN, LINDA                          |
| 207832    | R   | 11.18     | 02/05/2025 | HOME DEPOT CREDIT SERVICES               |
| 207833    | R   | 2,119.04  | 02/05/2025 | HORIZON COMMERCIAL POOL SUPPLY           |
| 207834    | R   | 67.00     | 02/05/2025 | HUSSEIN, HAFIT                           |
| 207835    | R   | 162.00    | 02/05/2025 | IND SCHOOL DISTRICT #197                 |
| 207836    | R   | 2,146.81  | 02/05/2025 | INDIANHEAD FOODSERVICE DISTRIBUTOR INC   |
| 207837    | R   | 96,560.45 | 02/05/2025 | INVER HILLS COMMUNITY COLLEGE            |
| 207838    | R   | 100.00    | 02/05/2025 | JAKACKI, DOUG                            |
| 207839    | R   | 765.00    | 02/05/2025 | LESSON PIX, INC                          |
| 207840    | R   | 1,670.00  | 02/05/2025 | LINDENMEYR MUNROE                        |
| 207841    | R   | 67.00     | 02/05/2025 | MARIK, CALEB                             |
| 207842    | R   | 180.53    | 02/05/2025 | MARK'S PLUMBING PARTS                    |
| 207843    | R   | 540.50    | 02/05/2025 | MCDONOUGH'S SEWER SERVICE                |
| 207844    | R   | 112.59    | 02/05/2025 | MCMASTER-CARR SUPPLY COMPANY             |
| 207845    | R   | 2,563.04  | 02/05/2025 | MIDWEST MACHINERY CO                     |
| 207846    | R   | 26,400.00 | 02/05/2025 | MIDWEST EDUCATIONAL CONSULTANTS INC      |
| 207847    | R   | 81.71     | 02/05/2025 | MINNESOTA LOCKS                          |
| 207848    | R   | 625.00    | 02/05/2025 | MINNESOTA DEPARTMENT OF HEALTH           |
| 207849    | R   | 250.00    | 02/05/2025 | MN BEHAVIORAL SPECIALISTS                |
| 207850    | R   | 1,440.49  | 02/05/2025 | MUSKEGON HEIGHTS SOLAR LLC               |
| 207851    | R   | 2,840.00  | 02/05/2025 | NASSEFF MECHANICAL CONTRACTORS           |
| 207852    | R   | 589.15    | 02/05/2025 | NCS PEARSON EDUCATION                    |
| 207853    | R   | 8,275.00  | 02/05/2025 | NEO ELECTRIC SOLUTIONS                   |
| 207854    | R   | 4,736.25  | 02/05/2025 | NETWORK SERVICES COMPANY                 |
| 207855    | R   | 11,055.00 | 02/05/2025 | NORTHEAST METRO #916                     |
| 207856    | R   | 500.00    | 02/05/2025 | OVERELL, STEPHANIE                       |
| 207857    | R   | 54.67     | 02/05/2025 | OXYGEN SERVICE CO INC                    |
| 207858    | R   | 2,812.50  | 02/05/2025 | PAIGE PSYCHOLOGICAL CONSULTING LLC       |
| 207859    | R   | 38.02     | 02/05/2025 | PAVEL, DORINDA                           |
| 207860    | R   | 124.54    | 02/05/2025 | PITNEY BOWES INC PURCHASE POWER          |
| 207861    | R   | 6.49      | 02/05/2025 | PROPIO LS LLC                            |
| 207862    | R   | 6,750.00  | 02/05/2025 | REGENTS OF THE UNIVERSITY OF MINNESOTA   |
| 207863    | R   | 12.80     | 02/05/2025 | SCHMITZ, ABBY                            |
| 207864    | R   | 2,500.00  | 02/05/2025 | SCHOOL MANAGEMENT SERVICES LLC           |
| 207865    | R   | 43.95     | 02/05/2025 | SCHWAAB, INC                             |

| CHECK CHE |     | CHECK      |            |                                    |
|-----------|-----|------------|------------|------------------------------------|
| NUMBER    | TYP | AMOUNT     | DATE       | VENDOR                             |
| 207866    | R   | 400.00     | 02/05/2025 | SETHURAJU, RAJ                     |
| 207867    | R   | 4,090.00   | 02/05/2025 | SHERMCO WIND AND MOTOR SERVICES    |
| 207868    | R   | 244.35     | 02/05/2025 | SHERWIN WILLIAMS CO                |
| 207869    | R   | 1,250.00   | 02/05/2025 | SOUTH ST PAUL OPEN FOUNDATION      |
| 207870    | R   | 7,333.80   | 02/05/2025 | ST PAUL BEVERAGE SOLUTIONS         |
| 207871    | R   | 3,876.00   | 02/05/2025 | SUN CONTROL OF MINNESOTA INC       |
| 207872    | R   | 3,402.50   | 02/05/2025 | SUNBELT STAFFING                   |
| 207873    | R   | 1,471.25   | 02/05/2025 | T-MOBILE                           |
| 207874    | R   | 9,925.00   | 02/05/2025 | TAFT STETTINIUS & HOLLISTER LLP    |
| 207875    | R   | 51,516.53  | 02/05/2025 | TEACHERS ON CALL                   |
| 207876    | R   | 1,767.42   | 02/05/2025 | TEAMWORKS INTERNATIONAL INC        |
| 207877    | R   | 4,735.40   | 02/05/2025 | TRIO SUPPLY CO                     |
| 207878    | R   | 4,527.77   | 02/05/2025 | TWIN CITY JANITOR SUPPLY INC       |
| 207879    | R   | 213.92     | 02/05/2025 | UNITED REFRIGERATION INC           |
| 207880    | R   | 57,934.44  | 02/05/2025 | UPPER LAKES FOODS                  |
| 207881    | R   | 1,975.00   | 02/05/2025 | US BANK                            |
| 207882    | R   | 147.52     | 02/05/2025 | VESTIS GROUP INC                   |
| 207883    | R   | 110,127.30 | 02/05/2025 | VOSS LIGHTING                      |
| 207884    | R   | 122.20     | 02/05/2025 | WITTE, BETTY                       |
| 207885    | R   | 50.00      | 02/05/2025 | WOLF DEN GYMNASTICS BOOSTER CLUB   |
| 207886    | R   | 4,098.67   | 02/05/2025 | XCEL ENERGY                        |
| 207887    | R   | 3,442.60   | 02/14/2025 | AMAZON CAPITAL SERVICES            |
| 207888    | R   | 13,973.40  | 02/14/2025 | AMERGIS HEALTHCARE STAFFING INC    |
| 207889    | R   | 700.00     | 02/14/2025 | AMERICAN RED CROSS                 |
| 207890    | R   | 23,835.50  | 02/14/2025 | AMPERSAND THERAPY LLC              |
| 207891    | R   | 13,795.00  | 02/14/2025 | BEAUDRY OIL & PROPANE              |
| 207892    | R   | 250.00     | 02/14/2025 | BISHOP HEELAN CATHOLIC SCHOOLS     |
| 207893    | R   | 1,603.87   | 02/14/2025 | BLICK ART MATERIALS                |
| 207894    | R   | 574.34     | 02/14/2025 | BUILDING CONTROLS GROUP            |
| 207895    | R   | 271.55     | 02/14/2025 | CAPITAL ONE TRADE CREDIT           |
| 207896    | R   | 169.00     | 02/14/2025 | CATALYST SOURCING SOLUTIONS        |
| 207897    | R   | 1,975.35   | 02/14/2025 | CITY OF SOUTH ST PAUL - UTILITIES  |
| 207898    | R   | 18,702.09  | 02/14/2025 | CITY OF SOUTH ST PAUL              |
| 207899    | R   | 12.75      | 02/14/2025 | CLASSEN, GLORIA                    |
| 207900    | R   | 388.53     | 02/14/2025 | COLLINS SPORTS MEDICINE            |
| 207901    | R   | 60.00      | 02/14/2025 | CORSELLO, ANNA                     |
| 207902    | R   | 953.67     | 02/14/2025 | CULLIGAN-MILBERT COMPANY           |
| 207903    | R   | 382.79     | 02/14/2025 | DECKER TAPE PRODUCTS               |
| 207904    | R   | 450.00     | 02/14/2025 | DODGE NATURE CENTER                |
| 207905    | R   | 425.14     | 02/14/2025 | EDUCATORS BENEFIT CONSULTANTS LLC  |
| 207906    | R   | 692.00     | 02/14/2025 | EGAN                               |
| 207907    | R   | 169.79     | 02/14/2025 | FIRST SUPPLY LLC - TWIN CITIES     |
| 207908    | R   | 860.66     | 02/14/2025 | G & B ENVIRONMENTAL INC            |
| 207909    | R   | 5,623.76   | 02/14/2025 | GENERAL PARTS INC                  |
| 207910    | R   | 58.91      | 02/14/2025 | GERLACH OUTDOOR POWER EQUIPMENT    |
| 207911    | R   | 448.35     | 02/14/2025 | GERTEN GREENHOUSES & GARDEN CENTER |
| 207912    | R   | 4,800.00   | 02/14/2025 | GOAL GETTERS ACADEMY               |
| 207913    | R   | 474.90     | 02/14/2025 | GOPHER SPORT                       |
| 207914    | R   | 178.22     | 02/14/2025 | GRAINGER INC                       |
| 207915    | R   | 5,459.50   | 02/14/2025 | GRAPHIC EDGE DBA GAME ONE          |
| 207916    | R   | 210.00     | 02/14/2025 | GUTZMAN, DEBRA                     |
| 207917    | R   | 389.00     | 02/14/2025 | H&B SPECIALIZED PRODUCTS           |
| 207918    | R   | 220.00     | 02/14/2025 | HIRTE, DIANA                       |
| 207919    | R   | 1,727.59   | 02/14/2025 | HORIZON COMMERCIAL POOL SUPPLY     |
| 207920    | R   | 6,712.50   | 02/14/2025 | HRM HELPS LLC                      |
| 207921    | R   | 23.77      | 02/14/2025 | HUESER, DARLENE                    |

| CHECK CHE |     | CHECK      |            |                                        |
|-----------|-----|------------|------------|----------------------------------------|
| NUMBER    | TYP | AMOUNT     | DATE       | VENDOR                                 |
| 207922    | R   | 201.00     | 02/14/2025 | HUSSEIN, HAFIT                         |
| 207923    | R   | 503.16     | 02/14/2025 | IND SCHOOL DISTRICT #625               |
| 207924    | R   | 189.00     | 02/14/2025 | IND SCHOOL DISTRICT #11                |
| 207925    | R   | 2,646.00   | 02/14/2025 | IND SCHOOL DISTRICT #197               |
| 207926    | R   | 100.00     | 02/14/2025 | IND SCHOOL DISTRICT #200               |
| 207927    | R   | 400.00     | 02/14/2025 | IND SCHOOL DISTRICT #2859              |
| 207928    | R   | 5,541.40   | 02/14/2025 | INTERMEDIATE DISTRICT #917             |
| 207929    | R   | 100.00     | 02/14/2025 | JAKACKI, DOUG                          |
| 207930    | R   | 1,816.40   | 02/14/2025 | JOSTENS                                |
| 207931    | R   | 241.87     | 02/14/2025 | KWIK TRIP EXTENDED NETWORK             |
| 207932    | R   | 9.51       | 02/14/2025 | LEPPLA, MIN                            |
| 207933    | R   | 5,071.40   | 02/14/2025 | LINDENMEYR MUNROE                      |
| 207934    | R   | 479.96     | 02/14/2025 | LITTLE BEE SPEECH CO                   |
| 207935    | R   | 18.00      | 02/14/2025 | MADAUS, KRISTEN                        |
| 207936    | R   | 176.00     | 02/14/2025 | MAHTOMEDI BAND ACTIVITY ACCOUNT        |
| 207937    | R   | 300.00     | 02/14/2025 | MAHTOMEDI HIGH SCHOOL                  |
| 207938    | R   | 251.56     | 02/14/2025 | MARK'S PLUMBING PARTS                  |
| 207939    | R   | 250.00     | 02/14/2025 | MATH MASTERS                           |
| 207940    | R   | 427.89     | 02/14/2025 | MCMASTER-CARR SUPPLY COMPANY           |
| 207941    | R   | 1,512.00   | 02/14/2025 | MEDICINE LAKE TOURS                    |
| 207942    | R   | 2,880.00   | 02/14/2025 | MERIDIAN CONSULTING/DAVID SLOMKOWSKI   |
| 207943    | R   | 300.00     | 02/14/2025 | MHS CHOIR BOOSTERS                     |
| 207944    | R   | 170.00     | 02/14/2025 | MINNESOTA TRUE TEAM TRACK              |
| 207945    | R   | 240.00     | 02/14/2025 | MINNESOTA SECRETARY OF STATE - NOTARY  |
| 207946    | R   | 1,040.00   | 02/14/2025 | MN SCHOOL BOARDS ASSOCIATION           |
| 207947    | R   | 63.00      | 02/14/2025 | MULLENBACH, LINDA                      |
| 207948    | R   | 46.86      | 02/14/2025 | NAPA AUTO PARTS                        |
| 207949    | R   | 2,800.00   | 02/14/2025 | NEO ELECTRIC SOLUTIONS                 |
| 207950    | R   | 2,819.78   | 02/14/2025 | NETWORK SERVICES COMPANY               |
| 207951    | R   | 2,575.16   | 02/14/2025 | NEW DOMINION SCHOOL/AUSTIN             |
| 207952    | R   | 5,878.84   | 02/14/2025 | NITTI SANITATION                       |
| 207953    | R   | 37,683.67  | 02/14/2025 | NORTHLINE TRANSPORTATION               |
| 207954    | R   | 250.00     | 02/14/2025 | OSAKIS HIGH SCHOOL ISD 213             |
| 207955    | R   | 107.30     | 02/14/2025 | PAVEL, DORINDA                         |
| 207956    | R   | 30.00      | 02/14/2025 | PEARSON                                |
| 207957    | R   | 35.19      | 02/14/2025 | PIEKARSKI, DIAN                        |
| 207958    | R   | 325.79     | 02/14/2025 | PITNEY BOWES INC PURCHASE POWER        |
| 207959    | R   | 578.45     | 02/14/2025 | PLUNKETT'S PEST CONTROL                |
| 207960    | R   | 3,647.61   | 02/14/2025 | PROFESSIONAL WIRELESS COMMUNICATIONS   |
| 207961    | R   | 30.81      | 02/14/2025 | PROPIO LS LLC                          |
| 207962    | R   | 3,000.00   | 02/14/2025 | REGENTS OF THE UNIVERSITY OF MINNESOTA |
| 207963    | R   | 292.50     | 02/14/2025 | RINALDI, LINDA                         |
| 207964    | R   | 140.00     | 02/14/2025 | ROSEMOUNT HIGH SCHOOL                  |
| 207965    | R   | 113,978.19 | 02/14/2025 | SAFEWAY BUS COMPANY                    |
| 207966    | R   | 200.00     | 02/14/2025 | SIMLEY HIGH SCHOOL                     |
| 207967    | R   | 90.00      | 02/14/2025 | SKWIRA, PETER                          |
| 207968    | R   | 11,930.34  | 02/14/2025 | SQUIRES WALDSPURGER & MACE PA          |
| 207969    | R   | 131.70     | 02/14/2025 | SSP WRESTLING BOOSTER CLUB             |
| 207970    | R   | 200.00     | 02/14/2025 | ST CROIX LUTHERAN ACADEMY              |
| 207971    | R   | 848.94     | 02/14/2025 | ST PAUL PUBLISHING COMPANY             |
| 207972    | R   | 91.30      | 02/14/2025 | ST PAUL PIONEER PRESS                  |
| 207973    | R   | 113.02     | 02/14/2025 | STACK-JOHNSON, SUSAN                   |
| 207974    | R   | 1,901.82   | 02/14/2025 | STATE SUPPLY COMPANY INC               |
| 207975    | R   | 12,169.50  | 02/14/2025 | STUDER EDUCATION LLC                   |
| 207976    | R   | 10,282.00  | 02/14/2025 | SUNBELT STAFFING                       |
| 207977    | R   | 88,356.29  | 02/14/2025 | TRANSPORTATION & DELIVERY INC          |

| CHECK CHE |     | CHECK        |            |                                        |
|-----------|-----|--------------|------------|----------------------------------------|
| NUMBER    | TYP | AMOUNT       | DATE       | VENDOR                                 |
| 207978    | R   | 4,936.20     | 02/14/2025 | TRIMARK MARLINN LLC                    |
| 207979    | R   | 10,774.32    | 02/14/2025 | TWIN CITY JANITOR SUPPLY INC           |
| 207980    | R   | 109.00       | 02/14/2025 | TWIN CITY SAW                          |
| 207981    | R   | 95.00        | 02/14/2025 | WINFIELD, STEVEN                       |
| 207982    | R   | 61,857.95    | 02/14/2025 | XCEL ENERGY                            |
| 207983    | R   | 2,545.00     | 02/14/2025 | YOUTH FRONTIERS INC                    |
| 207984    | R   | 3,134.99     | 02/14/2025 | ZEN EDUCATE                            |
| 207985    | R   | 100.00       | 02/14/2025 | DON ZOLIDIS INC                        |
| 207986    | R   | 438.50       | 02/14/2025 | LOCAL #70                              |
| 207987    | R   | 1,030.00     | 02/14/2025 | MINNESOTA CHILD SUPPORT PAYMENT CENTER |
| 207988    | R   | 183.00       | 02/14/2025 | OFFICE AND PROF EMPLOYEES UNION        |
| 207989    | R   | 12,830.20    | 02/14/2025 | SOUTH ST PAUL TEACHER'S ASSOCIATION    |
| 207990    | R   | 5.00         | 02/14/2025 | SOUTH ST PAUL OPEN FOUNDATION          |
| 207991    | R   | 60.00        | 02/14/2025 | SOUTH ST PAUL EDUCATION FOUNDATION     |
| 207992    | R   | 847.26       | 02/14/2025 | SSP EASRP                              |
| 207993    | R   | 12.50        | 02/14/2025 | WI SCTF                                |
| 202400287 | W   | 166,650.00   | 01/29/2025 | BOND TRUST SERVICES CORPORATION        |
| 202400288 | W   | 2,105,750.00 | 01/29/2025 | BOND TRUST SERVICES CORPORATION        |
| 202400289 | W   | 509,650.00   | 01/29/2025 | BOND TRUST SERVICES CORPORATION        |
| 202400298 | W   | 0.00         | 01/15/2025 | MINNESOTA PAYROLL TAXES                |
| 202400299 | W   | 0.00         | 01/15/2025 | FEDERAL PAYROLL TAXES                  |
| 202400300 | W   | 47,538.11    | 01/30/2025 | MINNESOTA PAYROLL TAXES                |
| 202400301 | W   | 285,778.93   | 01/30/2025 | FEDERAL PAYROLL TAXES                  |
| 202400302 | W   | 796.90       | 01/30/2025 | MN DEPT OF REVENUE                     |
| 202400303 | W   | 47,114.99    | 01/30/2025 | PERA                                   |
| 202400304 | W   | 56,520.47    | 01/30/2025 | TSA/ACH DEDUCTION                      |
| 202400305 | W   | 150,127.07   | 01/30/2025 | TEACHER RETIREMENT ASSOCIATION         |
| 202400306 | W   | 703.04       | 01/30/2025 | MINNESOTA PAYROLL TAXES                |
| 202400307 | W   | 27,716.45    | 01/30/2025 | FEDERAL PAYROLL TAXES                  |
| 202400308 | W   | 24,689.73    | 01/30/2025 | PERA                                   |
| 202400309 | W   | 2,696.20     | 01/30/2025 | TSA/ACH DEDUCTION                      |
| 202400310 | W   | 0.00         | 02/04/2025 | MINNESOTA PAYROLL TAXES                |
| 202400311 | W   | 154.84       | 02/04/2025 | FEDERAL PAYROLL TAXES                  |
| 202400312 | W   | 141.71       | 02/04/2025 | PERA                                   |
| 202400313 | W   | 24.00        | 02/06/2025 | MINNESOTA PAYROLL TAXES                |
| 202400314 | W   | 184.40       | 02/06/2025 | FEDERAL PAYROLL TAXES                  |
| 202400315 | W   | 146.78       | 02/06/2025 | PERA                                   |
| 202400316 | W   | 0.00         | 01/30/2025 | MINNESOTA PAYROLL TAXES                |
| 202400317 | W   | 0.00         | 01/30/2025 | FEDERAL PAYROLL TAXES                  |
| 202400318 | W   | 47,601.28    | 02/14/2025 | MINNESOTA PAYROLL TAXES                |
| 202400319 | W   | 285,457.15   | 02/14/2025 | FEDERAL PAYROLL TAXES                  |
| 202400320 | W   | 827.30       | 02/14/2025 | MN DEPT OF REVENUE                     |
| 202400321 | W   | 49,481.11    | 02/14/2025 | PERA                                   |
| 202400322 | W   | 56,106.59    | 02/14/2025 | TSA/ACH DEDUCTION                      |
| 202400323 | W   | 149,019.39   | 02/14/2025 | TEACHER RETIREMENT ASSOCIATION         |
| 242500305 | A   | 77.41        | 01/31/2025 | BECRAFT, BENJAMIN                      |
| 242500306 | A   | 83.01        | 01/31/2025 | BRIAN, TIFFANY                         |
| 242500307 | A   | 49.44        | 01/31/2025 | HANLEY, KATHLEEN                       |
| 242500308 | A   | 467.64       | 01/31/2025 | HOLSEN, ERIC                           |
| 242500309 | A   | 250.00       | 01/31/2025 | HUNDT, TODD                            |
| 242500310 | A   | 20.03        | 01/31/2025 | KNAUS, JACOB                           |
| 242500311 | A   | 53.96        | 01/31/2025 | PALMQUIST, ZACHARY                     |
| 242500312 | A   | 270.89       | 01/31/2025 | PETERSON, LINDSEY                      |
| 242500313 | A   | 140.00       | 01/31/2025 | PETERSON, LORI                         |
| 242500314 | A   | 27.31        | 01/31/2025 | SKELLY, CHRISTOPHER                    |
| 242500315 | A   | 45.50        | 01/31/2025 | SUNDSTROM, SCOTT                       |

| CHECK CHE |     | CHECK  |            |                         |
|-----------|-----|--------|------------|-------------------------|
| NUMBER    | TYP | AMOUNT | DATE       | VENDOR                  |
| 242500316 | A   | 33.64  | 01/31/2025 | TAUTGES, KAIA           |
| 242500317 | A   | 69.84  | 01/31/2025 | WOHLERS, DARII          |
| 242500318 | A   | 90.00  | 02/11/2025 | AHSENMACHER WINTER, AMY |
| 242500319 | A   | 90.00  | 02/11/2025 | ANDERSON, CHAD          |
| 242500320 | A   | 90.00  | 02/11/2025 | BARTER, ANDREW          |
| 242500321 | A   | 90.00  | 02/11/2025 | BAUER, MEREDITH         |
| 242500322 | A   | 90.00  | 02/11/2025 | BERCHTOLD, JAMIE        |
| 242500323 | A   | 90.00  | 02/11/2025 | BOURG, LEAH             |
| 242500324 | A   | 90.00  | 02/11/2025 | BRANDECKER, LISA        |
| 242500325 | A   | 90.00  | 02/11/2025 | BRETOI, TERRENCE        |
| 242500326 | A   | 90.00  | 02/11/2025 | BURCKHARDT, CANDACE     |
| 242500327 | A   | 90.00  | 02/11/2025 | CHILDS, DANETTE         |
| 242500328 | A   | 90.00  | 02/11/2025 | DANIELSON, JENNIFER     |
| 242500329 | A   | 90.00  | 02/11/2025 | FENTON, MARK            |
| 242500330 | A   | 90.00  | 02/11/2025 | GAMEZ, LESLY            |
| 242500331 | A   | 90.00  | 02/11/2025 | HANSEN, JODY            |
| 242500332 | A   | 45.00  | 02/11/2025 | JACOBS-BUSE, LINDA      |
| 242500333 | A   | 90.00  | 02/11/2025 | KRUEGER, BRADY          |
| 242500334 | A   | 45.00  | 02/11/2025 | LENTSCH, PETER          |
| 242500335 | A   | 37.49  | 02/11/2025 | LEVINE, SANDRA          |
| 242500336 | A   | 45.00  | 02/11/2025 | LOUGH, LAWRENCE         |
| 242500337 | A   | 90.00  | 02/11/2025 | MILTEER, JOEL           |
| 242500338 | A   | 90.00  | 02/11/2025 | MOSES, CHRISTINA        |
| 242500339 | A   | 90.00  | 02/11/2025 | OCHOCKI, CHARLES        |
| 242500340 | A   | 45.00  | 02/11/2025 | OSTER, PATRICK          |
| 242500341 | A   | 45.00  | 02/11/2025 | PENMAN, MICHELLE        |
| 242500342 | A   | 90.00  | 02/11/2025 | PETERSON, LORI          |
| 242500343 | A   | 90.00  | 02/11/2025 | SCHWAB, ROBIN           |
| 242500344 | A   | 90.00  | 02/11/2025 | SEXAUER, JENNIFER       |
| 242500345 | A   | 90.00  | 02/11/2025 | TAYLOR MINER, MELANEE   |
| 242500346 | A   | 45.00  | 02/11/2025 | VANDEBILT, TONY         |
| 242500347 | A   | 90.00  | 02/11/2025 | WELLS, TRAVIS           |
| 242500348 | A   | 90.00  | 02/11/2025 | ZAMBRENO, BRIAN         |
| 242500349 | A   | 90.00  | 02/11/2025 | ZEHNDER, JEAN           |

5,392,188.14 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                 | 1,187,328.81         | 1,250.00       | 1,024,400.07   | 2,212,978.88 |
| 02          | FOOD SERVICE            | 16,787.84            | 12.80          | 87,512.69      | 104,313.33   |
| 04          | COMMUNITY EDUCATION     | 58,534.68            | 0.00           | 7,395.66       | 65,930.34    |
| 05          | CAPITAL                 | 1,650.36             | 0.00           | 218,359.23     | 220,009.59   |
| 07          | DEBT RETIREMENT         | 0.00                 | 0.00           | 2,782,050.00   | 2,782,050.00 |
| 50          | ACTIVITY ACCOUNT        | 6,906.00             | 0.00           | 0.00           | 6,906.00     |
| ***         | Fund Summary Totals *** | 1,271,207.69         | 1,262.80       | 4,119,717.65   | 5,392,188.14 |

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

CHECKRUNS

|       |                     | January 25, 2025 -<br>February 15, 2025 |
|-------|---------------------|-----------------------------------------|
| FUND  | DESCRIPTION         |                                         |
| 1     | GENERAL             | \$2,212,978.88                          |
| 2     | FOOD SERVICE        | 104,313.33                              |
| 4     | COMMUNITY EDUCATION | 65,930.34                               |
| 5     | CAPITAL             | 220,009.59                              |
| 7     | DEBT SERVICE        | 2,782,050.00                            |
| 20    | INTERNAL SERVICE    | -                                       |
| 50    | ACTIVITY ACCOUNTS   | 6,906.00                                |
| TOTAL |                     | \$5,392,188.14                          |

| PAYROLL                |                     | 1/30/2025,2/15/2025 |
|------------------------|---------------------|---------------------|
| Payroll Direct Deposit | 900111981-900112632 | \$ 1,721,101.74     |



**SOUTH ST. PAUL PUBLIC SCHOOLS**  
School Board Agenda Item

**Meeting Date:** February 24, 2025

**Place on Agenda:** Consent Items

**Action Requested:** Approval

**Attachment:** Staffing

|                                                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Topic:</b> Staffing                                                                                                                                                                         |
| <b>Presenter(s):</b> Chair                                                                                                                                                                     |
| <b>Background:</b><br><br>The staffing report includes the Appointments, Resignations, Transfers, Retirements, Abolishments and Leaves being recommended to the School Board for approval.     |
| <b>Recommendation:</b><br><br>Administration recommends approval of the proposed staffing and supplemental staffing as presented.                                                              |
| <b>Alternatives:</b><br><br>Amend the motion to remove a certain appointment, resignation, transfer, retirement, abolishment, or leave. Provide administration with directions for next steps. |

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**VII.A.1 Staff Appointments, Resignations, Retirements, Terminations  
and Leaves (Joel Milteer)**

**02/24/2025**

**Certified**

**A. Appointments/Reassignments**

1. Kimberly Laska- Change to EL Teacher, High School/Community Learning Center, effective February 3, 2025
2. Mary Megan- ABE Teacher Substitute, Central Square, effective January 23, 2025

**B. Resignations/Retirements/Leaves/Reductions/Other**

1. Sydney Jacobson - Resignation, Occupational Therapist, Kaposia, effective June 13, 2025
2. Melissa Hinkle - Resignation, Science Teacher, Middle School, effective June 13, 2025
3. Robert Peterfeso - Retirement ,Science Teacher, Middle School, effective June 13, 2025
4. Kim Laska - Leave of Absence, ELL Teacher, High School, Effective March 4, 2025 through March 18, 2025
5. Kris Minar - Leave of Absence, Intervention Teacher, Kaposia, Effective March 19, 2025 through May 2, 2025

**ECA ACTIVITIES 2024-25**

|                              |                 |                          |
|------------------------------|-----------------|--------------------------|
| Teacher Mentor               | Stacy Elliot    | \$631.00 (Stipend)       |
| Theatre - Technical Director | Brian McTier    | \$1206.00                |
| Theatre - Costumer           | Lori Ebert      | \$1206.00                |
| Theatre - Choreographer      | Mikayla Kendall | \$1200.00 (Booster Paid) |

**ATHLETICS 2024-25**

|                                  |                 |                          |
|----------------------------------|-----------------|--------------------------|
| Softball JV/Sophomore Coach      | Colleen Luna    | \$3668.00                |
| Softball Volunteer               | Rylee Casalenda |                          |
| Football Varsity Assistant Coach | Mark Draper     | \$4321.00                |
| Baseball Head Coach              | Ryan Duffy      | \$5177.00                |
| Baseball Varsity Asst/JV Coach   | Scott Sundly    | \$3668.00                |
| Baseball Sophmore Coach          | Lucas Laska     | \$3668.00                |
| Baseball Addtl Coach             | Brodie Paulson  | \$2000.00 (Booster Paid) |
| Baseball Addtl Coach             | Timmy Smith     | \$2000.00 (Booster Paid) |
| Baseball Volunteer               | Reid Conlee     |                          |
| Baseball Volunteer               | Max Gamm        |                          |
| Golf Girls Head Coach            | Josh Palmquist  | \$3739.00                |

|                                      |                   |                          |
|--------------------------------------|-------------------|--------------------------|
| Golf Girls Addtl Coach               | David Palmquist   | \$2237.00                |
| Tennis Boys Head Coach (50%)         | Nina Riesselman   | \$2075.00                |
| Tennis Boys Head Coach (50%)         | Jesse Rock        | \$2075.00                |
| Tennis Boys Asst Coach (50%)         | Nina Riesselman   | \$1269.00                |
| Tennis Boys Asst Coach (50%)         | Jesse Rock        | \$1269.00                |
| Track Boys Head Coach                | Manuel Spreigl    | \$6236.00                |
| Track Boys Varsity Asst Coach        | Meghan Schultz    | \$4231.00                |
| Track Boys Varsity Asst Coach        | Chris Bakken      | \$4231.00                |
| Track Girls Head Coach               | Tom Hart          | \$6236.00                |
| Track Girls Varsity Asst Coach       | Jillian Hart      | \$4231.00                |
| Track Girls Varsity Asst Coach (50%) | Danette Childs    | \$2115.50                |
| Track Girls Varsity Asst Coach (50%) | Issac Douglas     | \$2115.50                |
| Track MS Coach                       | Teresa Coen-Tonda | \$2237.00                |
| Track MS Coach                       | Larry Britton     | \$2237.00                |
| Track Addtl Coach                    | Randy Bjorklund   | \$3000.00 (Booster Paid) |

**VII.A.2 Staff Appointments, Resignations, Retirements, Terminations  
and Leaves (Joel Milteer)**

**02/24/2025**

**Classified**

**A. Appointments/Reassignments**

1. Tanesha Keys - Special Education Assistant, Kaposia, \$24.62 an hour, effective February 4, 2025
2. Germaine Coleman - Additional Role, PT Cleaner, Secondary, \$19.39 an hour, effective January 29, 2025
3. Corinne Reyes - PT Cleaner, District Office, 3 hours per day \$19.39 an hour, effective February 6, 2025
4. Meredith Tossey - Change from Tech Media Assistant to User Support Specialist, District Office, effective February 3, 2025
5. Jessica Butcher - Head Cook, Lincoln Center, 8 hours per day, \$24.65 an hour, effective February 12, 2025
6. Jordan Wallin - Change from Special Education Assistant to Kid's Choice Lead, Lincoln Center, 7 hours per day, \$23.99 per hour, effective February 24, 2025
7. Michael Sperl - PT Cleaner, Kaposia, 4 hours per day \$19.39 an hour, effective February 19, 2025

8. Logan Reisig - Lifeguard/Water Safety Instructor, Central Square,\$16/\$17 an hour, effective TBD
9. Benjamin Becraft - Finance Manager, District Office, effective February 24, 2025
10. Emma Davis - Change from Special Education Assistant to Kid's Choice Lead, Lincoln Center, 7 hours per day, \$23.99 per hour, effective March 31, 2025

B. Resignations/Retirements/Leaves/Reductions/Other

1. Rickie Russell - Rescind Resignation, Student Supervisor, Lincoln Center, effective December 13, 2024
2. Augustine Kluender -Resignation, Football Assistant Coach, Secondary, effective January 20, 2025
3. Allysa Patterson - Resignation, Assistant Cook, Lincoln, effective January 30, 2025
4. Nancy Trost - Resignation, Student Supervisor, Kaposia, effective January 30, 2025
5. Pamela Senft - Resignation, Nutrition Assistant, SSP Education Center, effective January 31, 2025
6. John Fries - Leave of Absence, Custodian, Kaposia, effective February 3, 2025 through February 18, 2025
7. Amariae English - Resignation, Special Education Assistant, High School, effective February 4, 2025
8. Corinne Reyes - Resignation, PT Cleaner, District Office, effective February 14, 2025
9. Nora Tumberg - Resignation, Kids Choice Program Assistant, Lincoln Center, effective February 21, 2025



**SOUTH ST. PAUL PUBLIC SCHOOLS**  
School Board Agenda Item

**Meeting Date:** February 24, 2025

**Place on Agenda:** Regular Business Meeting Agenda

**Action Requested:** Review Only

**Attachment:** 627, 307, 401, 404, 536, 101.1, 101, 103, 501, 502, 505, 512, 526, 528, 801.1, 903

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Topic:</b> Policy Review – Second Reading                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Presenter(s):</b> Chair                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Background:</b> <p>School district policy #208 requires policies under review to be placed on two consecutive School Board meeting agendas for review and comment by board members, staff and community members. At the third and subsequent meeting, the policies then go before the School Board for approval.</p> <p>The policies listed above were reviewed by the Board Policy Committee for their first reading on February 5. The second reading is being done at this meeting and the third and final review and approval is scheduled for March 31, 2025.</p> |
| <b>Recommendation:</b> <p>Review only.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Alternatives:</b> <p>N/A</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

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Adopted: January 23, 2012

Revised: February 24, 2025

## **627 ACADEMIC HONESTY**

### **I. PURPOSE**

Academic Honesty promotes personal integrity and good practice in teaching, learning, and assessment. Academic honesty shall be expected of all students, and teachers should be role models of this trait. Academic honesty is supported by several of the attributes of the IB learner profile, which encourages students to be:

- A. Communicators: Expressing ideas and information confidently.
- B. Principled: Acting with integrity and honesty, taking responsibility for their own actions.
- C. Caring: Having respect for the needs and feelings of others.
- D. Knowledgeable: Acquiring knowledge and developing understanding.

Guidance for this policy and definitions of terms come from International Baccalaureate Organization.

### **II. GENERAL STATEMENT OF POLICY**

Academic honesty is a set of values that promotes personal integrity and good practice in learning and assessment. Academic honesty is influenced by factors that include peer pressure, culture, parental expectations, role modeling and taught skills. Academic honesty can be demonstrated through the dynamic relationship between personal, social and technical skills

- A. Personal skills: discussions on integrity, confidence in one's own work, willingness to work independently, being principled, self-evaluation skills.
- B. Social skills: discussions on how to work collaboratively, how to contribute to a team, how to acknowledge work by other team members, peer-evaluation skills.
- C. Technical skills: recognition of when others' ideas should be acknowledged, which sources of information should be acknowledged, understanding plagiarism, how to construct a bibliography, how to reference correctly, familiarity with academic conventions.

### **III. RESPONSIBILITIES**

South St Paul High School Administration will:

- A. Support teachers and staff in the development and application of consistent academic misconduct policies and procedures.
- B. Inform stakeholders of the academic honesty policy, the penalties for infractions, and appeal procedures available to students.
- C. Apply penalties consistently and fairly when infractions occur, in accordance with the established scope and sequence of the South St Paul high School Academic Honesty Practice.
- D. Maintain records of infractions and communicate with appropriate staff as necessary.

South St Paul High School Teachers will:

- A. Teach Students the tools for academic honesty, including MLA (Modern Language Association) citations, in-text citations, preparing bibliographies, maintaining research record, etc.
- B. Support students as they develop these practices, with lessons that reflect students' increasing knowledge and skills over time.
- C. Inform students of penalties for infractions of the practice through course syllabi and oral communication.
- D. Maintain records of infractions and communicate with staff and parents as necessary.
- E. Regularly use district provided vehicle for assessment submission, self, and peer assessment of work, and as a tool for ensuring academic integrity of student work.

South St Paul High School Parents/Guardians will:

- A. Support their students' coursework.
- B. Expect their students' work to be the result of their own effort.
- C. Encourage students to discuss their assignments and the ways they have applied their knowledge of proper attribution in their work.
- D. Communicate their concerns and questions with staff as necessary.

South St Paul High School Students will:

- A. Acknowledge that academic honesty is an integral part of their education and preparation to be lifelong learners.
- B. Act with honesty and integrity by refusing to participate in any form of academic misconduct.
- C. Practice appropriate skills, including citations, bibliographies, and other research record keeping as necessary.
- D. Accept the consequences of their actions when infractions occur.
- E. If required, personally upload all required assessment components.
- F. Be responsible for ensuring that all work submitted is authentic, with the work and ideas of others fully and correctly acknowledged.
- G. Diploma Program candidates are required to provide their signature on all work submitted to the International Baccalaureate for assessment to confirm that the work is authentic.

#### IV. ACADEMIC MISCONDUCT

The IB defines academic misconduct as behaviour that results in, or may result in, the student or any other student gaining an unfair advantage in one or more assessment components.

Academic misconduct includes:

- A. *Plagiarism*: the representation, intentionally or unwittingly, of the ideas, words or work of another person without proper, clear and explicit acknowledgment.
- B. *Collusion*: supporting academic misconduct by another student, as in allowing one's work to be copied or submitted for assessment by another.
- C. *Duplication of work*: the presentation of the same work for different assessment components.
- D. Any other behaviour that gives an unfair advantage to a student or that affects the results of another student (falsifying data, misconduct during an examination, creating spurious reflections).

Cheating and Plagiarism:

Students are expected to do their own work and to provide proper citations and attributions when their work references materials created by others. Cheating occurs when a student represents another individual's work as their own, obtains data or answers through acts of deception or dishonesty, or uses tools or resources that are not authorized by a teacher when completing an assignment. Plagiarism involves copying the work of others or copying portions of books, magazines, research materials, or Internet sources without using proper citations or attributions. Cheating and plagiarism also could involve distributing academic materials or other information to other students, either hand-to-hand or through the

use of technology, to facilitate cheating or plagiarism. (From Student Rights and Responsibilities Handbook 2021-22)

- A. Receiving or providing information during a test or from a test given in an earlier period.
- B. Using material, electronic devices, etc. on tests when the teacher has not given permission to do so.
- C. Violating the teacher's testing rules and procedures.
- D. Using somebody else's writing (friend, book, internet, magazine) and saying it is your own. This is Plagiarism.
- E. Using somebody else's ideas, saying they are your own and not giving credit.
- F. Having a friend or parent rewrite portions of your work rather than point out areas that need corrections.
- G. Using or copying another student's assignment to turn in as your own work.
- H. A.I. is not a substitute for schoolwork that requires original thought. Students may not claim A.I. generated content as their own work. The use of A.I. to take tests, complete assignments, create Multimedia projects, write papers, or complete schoolwork without permission of a teacher or administrator is strictly prohibited. The use of A.I. for these purposes constitutes cheating or plagiarism.
- I. Allowing other students to use your work on assignments with the exception of specific group, lab, or collaborative projects.

#### IV. POTENTIAL CONSEQUENCES OF ACADEMIC DISHONESTY

All academic honesty infractions will be recorded. One small "slip" in academic honesty will not necessarily devastate a student's academic record; however, the record can be used to demonstrate overall patterns. Students should avoid having "a demonstrable track record" of dishonesty that could impact their college prospects, scholarships, etc.

The following are consequences that could apply to academic dishonesty in any class. They are determined and applied at the discretion of the teacher and administration and are per course, per trimester. Please note that the academic dishonesty infractions will be noted and will remain as part of their record throughout their time at South St Paul High School.

##### A. Level One Offenses

- a. OFFENSES: Cheating or plagiarizing involving regular class work, homework, or quizzes.
- b. CONSEQUENCES MAY INCLUDE: Students are expected to make up the work on the next W.I.N. Wednesday for partial credit (no more than 75%) on the assignment; parents are contacted by the teacher.



**B. Level Two Offenses**

**a. OFFENSES:**

- i. Cheating or plagiarizing involving unit tests or large projects that significantly impact the grade.
- ii. A repeat of a level one offense.

**b. CONSEQUENCES MAY INCLUDE:** Students are expected to make up the work on the next W.I.N. Wednesday for partial credit (no more than 50%) on the assignment; student meets with teacher, parent, and assistant principal.

**C. Level Three Offenses**

**a. OFFENSES:**

- i. Cheating or plagiarizing involving final exams.
- ii. Theft or aiding in the theft of a test or other teaching materials.
- iii. Tampering with grade books or teacher keys in any way.
- iv. The third time a student is caught engaging in any academic dishonesty.
- v. Two level two offenses in the same class and in the same trimester.

**b. CONSEQUENCES MAY INCLUDE:** Students may receive a “NC” (no credit) For the grading period in the class in which the offense is committed; student meets with the teacher, parent, and principal.

**V. REFERENCES MYP:** From Principles into Practice, September 2014, International Baccalaureate District Policy, Central high School Academic Honesty Policy Writing/Revision Committee, and Santa Cruz High School.

**CONSEQUENCE**

**A. 1st Offense:** Documentation by teacher; redo assignment/test; receive zero on assignment; phone call home by teacher.

**B. 2nd Offense:** Documentation by teacher; redo assignment/test; administration intervention; parent; student; teacher meeting; removal from class; detention.

**C. 3rd Offense:** Documentation by teacher; redo assignment/test; administration intervention; parent; student; teacher meeting; removal from class; detention; up to 3 days suspension.

**D. 3rd Offense:** Documentation by teacher; redo assignment/test; administration intervention; parent; student; teacher meeting; removal from class; detention; up to 5 days suspension.

**V. CITING AND ACKNOWLEDGING ORIGINAL AUTHORSHIP**

At South Saint Paul Secondary, we follow MLA (Modern Language Association) format for citing sources. Following are the formats for citing different types of sources:

**A. How do I cite an entire website?**

- 1. Format: The name of the website. The company that created and maintains the website, the date it was created. The word “Web” to show readers it was from the internet. The date you



visited the cite. (note that all the periods in the format example need to be there in your citation)

2. Example: The Purdue OWL Family of Sites. The Writing Lab and OWL at Purdue and Purdue U, 2008. Web. 23 Apr. 2011.

**B. How do I cite a single article/page on a website?**

1. Format: "Title of the article/page," the web address for the homepage. The name of the website. The last name, first name of the author (or n.d. if not available). The word "Web" to show readers it was from the internet. The date you visited the cite. (note that all the periods in the format example need to be there in your citation)

2. Example: "How to Make Vegetarian Chili." eHow.com. eHow, n.d. Web. 24 Feb. 2011.

**C. How do I cite a printed article (or a printed article that can be found online)?**

1. Format: Writer's name, last name then first name. "Title of article in quotation marks." Name of magazine (in italics). Date (day, month, year): pages of the article.

2. Example: Morganthau, Tom. "E. Coli Alert." Newsweek 1 Sept. 2012: 26-32.

Taubes, Gary. "Beyond the Soapsuds Universe." Discover Aug. 2011: 52-59.

Zarlson, Erin (AP). "American Idol Axes Two Finalists." Time. (Time.com) 3 May 2010: 1-2.

**D. How do I cite an interview (if I choose to complete one)?**

1. O'Choeki, Charles. Principal, South St. Paul High School. Personal Interview. 15 October 2015.

**E. If you choose an interview source**

1. The person being interviewed needs to be an expert. You need to be able to prove their reliability (example: previous jobs, previous accomplishments)

2. You need to prepare questions beforehand and have those ready to submit

3. The interview needs to be an audio recording.

**V. — ROLE OF STUDENTS**

A. The student is responsible for ensuring that all work submitted is authentic, with the work and ideas of others fully and correctly acknowledged.

B. Diploma Program candidates are required to provide their signature on all work submitted to the International Baccalaureate for assessment to confirm that the work is authentic.

**VII. REFERENCES**

MYP: From Principles Into Practice, September 2014, International Baccalaureate District Policy

\*add academic integrity policy

*Adopted: January 24, 1984*

*Revised: 5/19/92, 5/24/04; 2/9/09; 3/26/12; 11/25/13; 10/27/14; 7/25/16;  
6/26/17; 9/10/18; 6/24/19; 7/27/20; 9/27/21; 6/27/22; 6/26/23  
4/22/2024; 12/9/2024;*

## **307 EMERGENCY CLOSING OF SCHOOLS**

### **I. PURPOSE**

The purpose of this policy is to clarify the procedures and public notifications for closing of school district facilities due to hazardous weather or other emergency conditions.

### **II. GENERAL STATEMENT OF POLICY**

The superintendent or designee is empowered to close any or all school district facilities or to alter the start or ending time of a school or program in the event of hazardous weather or conditions that threaten the health and safety of students or district employees.

### **III. GENERAL FACTORS**

#### **A. Emergency Closing Definitions**

1. Emergency Closing: Non-Instructional Day
2. Weather Related Closing
  - a) Day 1: Non-Instructional Day
  - b) Days 2-6: E-Learning Days

#### **B. Factors to be considered in the decision to close a facility or to alter the start or ending time of a school or program include:**

1. Existing and predicted weather conditions.
2. Advice of the transportation contractors concerning driving, drivers, traffic, and parking conditions affecting all transportation, public and private.
3. Actual occurrence or imminent possibility of any emergency condition that would make programs or facilities operation difficult or dangerous.
4. Inability of employees to report to duty, which might result in inadequate operation of district facilities, or deficient supervision or instruction of students.
5. Discussion with neighboring school districts experiencing similar weather or emergency conditions.

#### **IV. NOTIFICATION**

- A. Emergency closing, e-learning, late start, and early release (“emergency closing”) procedures will be published each school year, and actual emergency closings will be announced through school district communication mediums and local media outlets.
- B. Whenever possible, the decision to close school for the day will be made by 5:30 a.m. and notification to students and families will occur at least two hours prior to normal K-12 school start time. In the event of a school delay or early dismissal, decisions will be made as soon as possible to provide appropriate notification to staff and families.
- C. If a student e-learning day is declared, it will be included in the communication to families, and staff.
- D. Student and/or staff make-up days may be declared as needed.
- E. When an emergency closing occurs, employees will observe the terms of their respective contracts and/or Appendix I of this policy concerning reporting for work.
- F. Each school or district facility will develop a facility plan detailing procedures for facility-specific emergency closing. The facility plan will be in accordance with overall district procedures and guidelines.

#### **V. EMERGENCY CLOSING IMPLEMENTATION**

- A. Late start
  - 1. If a late start is declared (i.e. two-hour delay), staff, students, and parents should continue to monitor media reports and/or district website for additional announcements, change in status or possible closing.
  - 2. When a late start is declared:
    - a) All morning Adult Basic Education (ABE) classes are canceled.
    - b) Kids’ Choice will start late, in accordance with the emergency announcement (e.g. two hours late).
    - c) Central Square Community Center/Community Education will start late, in accordance with the emergency announcement (e.g. two hours late).
    - d) All morning Early Childhood (ECSE and ECFE) and Community Preschool classes are canceled.
    - e) After-school and evening activities, including ABE, ECFE, Kids’ Choice, and Central Square Community Center/Community Education activities will take place as scheduled.

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**B. School Cancellation**

1. When conditions are so adverse that travel and normal school operations are difficult, if not impossible, or other emergencies occur, the schools will be closed for the entire day per section III.A of this policy.
2. In general, all student and public activities in the district buildings will be canceled when schools are closed. Exceptions are to be cleared by the Superintendent of Schools (see Appendix II).

**C. Early dismissal:**

1. Whenever possible, the District will avoid calling for an early dismissal that results in sending students home from school early (either by bus or foot), recognizing the additional challenge or burden such a decision can place on families.
2. If it is determined by the Superintendent of Schools that it is a prudent decision to send students home early, it will be done by the advancement of all building dismissal and bus schedules on an hourly time basis.
3. When early dismissal is declared, the following programs are as noted:
  - a) Afternoon and evening Adult Basic Education (ABE) classes may be canceled
  - b) Afternoon and evening ECFE and preschool programs may be canceled
  - c) After-school Kids' Choice will be canceled.

Adopted: December 8, 1997

MSBA/MASA Model Policy 401

Orig. 1995

Revised: 6/14/04, 6/26/06; 11/23/09; 4/25/11  
3/13/17; 2/26/17; 3/12/18; 2/24/25

Rev. 201522

## 401 EQUAL EMPLOYMENT OPPORTUNITY

### I. PURPOSE

The purpose of this policy is to provide equal employment opportunity for all applicants for school district employment and **for all** school district employees.

### II. GENERAL STATEMENT OF POLICY

- A. The policy of the school is to provide equal employment opportunity for all applicants and employees. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, gender, marital status, status with regard to public assistance, disability, sexual orientation, **including gender identity or expression**, age, family care leave status or veteran status. The school district also makes reasonable accommodations for disabled employees.
- B. The school district prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute impermissible harassment and the school district's internal procedures for addressing complaints of harassment, please refer to the school district's policy on harassment and violence.
- C. This policy applies to all areas of employment including hiring, discharge, promotion, compensation, facilities or privileges of employment.
- D. Every school district employee shall be responsible for following this policy.
- E. Any person having any questions regarding this policy should discuss it with the Director of Human Resources.
- F. The school district may require employees and potential employees to undergo a physical examination.
- G. The school district supports and desires to be in compliance with the Minnesota Employee Right-To-Know Act.

- H. Background Checks: An offer of employment from South St. Paul Public Schools to an applicant for a position will be conditioned upon a determination by the district that applicant's background does not preclude the application from employment with the district.

The district will inform applicants that they will be asked to give their informed consent for a background check as described in the Minnesota Child Protection Background Check Act, MN SS 299C.60 et.seq., or other background checks as required by law.

The district specifically reserves any and all rights it may have to conduct background checks regarding current employees and applicants.

The district reserves the right and, unless there are compelling circumstances, will exercise the right to hire individuals or to terminate individuals who have been convicted of a background check crime as defined in MN SS 299C.60 et.seq. and enumerated in the district's Informed Consent Form or other crimes.

**Legal References:** Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)  
29 U.S.C. § 2615 (Family and Medical Leave Act)  
38 U.S.C. § 4301 *et seq.* (Employment and Training of Veterans)  
38 U.S.C. § 4211 *et seq.* (Employment and Reemployment Rights of Members of the Uniformed Services)  
42 U.S.C. § 2000e *et seq.* (Equal Employment Opportunities; Title VII of the Civil Rights Act)  
42 U.S.C. § 12101 *et seq.* (Equal Opportunity for Individuals with Disabilities)

**Cross References:** MSBA/MASA Model Policy 402 (Disability Nondiscrimination)  
MSBA/MASA Model Policy 405 (Veteran's Preference)  
MSBA/MASA Model Policy 413 (Harassment and Violence)

*Adopted: April 28, 1997*

*MSBA/MASA Model Policy 404*

*Revised: 6/14/04; 4/25/11, 12/11/17, 8/13/18  
5/26/20; 6/14/21; 6/27/22; 6/26/23;  
5/28/24*

*Orig. 1995*

*Rev. 2022*

## **404 EMPLOYMENT BACKGROUND CHECKS**

### **I. PURPOSE**

The purpose of this policy is to maintain a safe and healthful environment in the school district in order to promote the physical, social, and psychological well-being of its students. To that end, the school district will seek a criminal history background check for individuals who receive an offer of employment with the school district, athletic or academic coaches regardless of whether compensation is paid, volunteers, independent contractors and student employees in the school district.

### **II. GENERAL STATEMENT OF POLICY**

- A. The school district shall require that applicants for school district positions who receive an offer of employment, volunteers and individuals who are offered the opportunity to provide athletic coaching and services or other extracurricular academic coaching services to the school district, regardless of whether any compensation is paid, submit to a criminal history background check. The offer of employment shall be conditioned upon a determination by the school district that an applicant's criminal history does not preclude the applicant from employment with the school district.
- B. The school district specifically reserves any and all rights it may have to conduct background checks regarding current employees, applicants or service providers without the consent of such individuals.
- C. Adherence to this policy by the school district shall in no way limit the school district's right to require additional information, or to use procedures currently in place or other procedures to gain additional background information concerning employees, applicants, volunteers, independent contractors and student employees

### **III. PROCEDURES**

- A. Normally an individual will not commence employment or provide service until the school district receives the results of the criminal history background check. The school district may conditionally hire an individual pending completion of the background check, but shall notify the individual that the individual's employment may be terminated based on the result of the background check. Background checks will be performed by a third party vendor that includes



Minnesota Bureau of Criminal Apprehension (BCA) report and meets and/or exceeds Minnesota Statutes section 13.87. The school district reserves the right to also have criminal history background checks conducted by other organizations or agencies.

- B. In order for an individual to be eligible for employment or to provide athletic coaching services or other extracurricular academic coaching services (paid or volunteer) to the school district, or to volunteer for the district, the individual must sign a criminal history consent form, which provides permission for the school district to conduct a criminal history background check. The employee will pay an amount for the criminal history background check that does not exceed the actual cost of the service. An employee who accepts employment will be responsible for paying the cost of the criminal background check with the amount deducted out of one of the first paychecks the employee receives or paid by the employee at the time the criminal background check is completed. School or program volunteer criminal background checks may be paid by the district.
- C. The school district, in its discretion, may elect not to request a criminal history background check on an individual who holds an initial entrance license issued by the Minnesota Professional Educator Licensing and Standards Board (PELSB) or the Minnesota Commissioner of Education within the 12 months preceding an offer of employment due to PELSB performing background checks for new applications and renewal applications for teacher licensure.
- D. The school district may use the results of a criminal background check conducted at the request of another school hiring authority if:
  - 1. the results of the criminal background check are on file with the other school hiring authority or otherwise accessible;
  - 2. the other school hiring authority conducted a criminal background check within the previous 12 months;
  - 3. the individual executes a written consent form giving the school district access to the results of the check; and
  - 4. there is no reason to believe that the individual has committed an act subsequent to the check that would disqualify the applicant for employment.
- E. When required, individuals must provide fingerprints to assist in a criminal history background check. If the fingerprints provided by the individual are unusable, the individual will be required to submit another set of prints.
- F. For all non-state residents who are offered employment with or the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, the school district shall request a criminal history background check on such individuals from the superintendent of the BCA and from the government agency performing the same function in the resident state or, if no government entity performs the same function in the resident state, from

the Federal Bureau of Investigation. The offer of employment or the opportunity to provide services shall be conditioned upon a determination by the school district that an individual's criminal history does not preclude the individual from employment with, or provision of services to, the school district. Such individuals must provide an executed criminal history consent form.

- G. Copies of this policy shall be available on the school district's website and will be distributed to applicants for employment school/program volunteers and individuals who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching or services, upon request. The need to submit to a criminal history background check may be included with the basic criteria for employment in the position posting and position advertisements.
- H. The individual will be informed of the results of the criminal background check(s) to the extent required by law.
- I. Criminal Background Screening Standards are included with this policy.
- J. If the criminal history background check precludes employment with the school district, the applicant will be so advised.
- K. The school district may apply these procedures to volunteers, independent contractors or adult student employees.
- L. At the beginning of each school year or when a student enrolls, the school district will notify parents and guardians about this policy and identify those positions that are subject to a background check and the extent of the school district's discretion in requiring a background check. The school district may include this notice in its student handbook, a school policy guide, or other similar communication.

**Legal References:** Minn. Stat. § 13.04, Subd. 4 (Rights of Subjects of Data)  
Minn. Stat. § 1387, Subd. 1 (Criminal Justice Data)  
Minn. Stat. § 123B.03 (Background Checks)  
Minn. Stat. §§ 299C.60-299C.64 (Minnesota Child, Elder, and Individuals with Disabilities Protection Background Check Act)  
Minn. Stat. § 364.09(b) (Exception for School Districts)

**Cross References:** None

## **Criminal Background Screening Standards**

The South St. Paul School District seeks to maintain a safe and healthy educational environment that promotes the physical, social and psychological well-being of all students. All new employees and volunteers must receive a criminal background check prior to starting employment or a volunteer assignment with the School District. An individual will be disqualified and prohibited from serving as an employee or volunteer if that individual has been found guilty or entered a plea of non-contender (no contest), regardless of the adjudication for any of the following disqualifying offenses:

### **1. Sex Offenses**

- a. All Sex offenses - regardless of the amount of time since the offense

Examples: Child molestation, rape, sexual assault, sexual battery, sodomy, prostitution, solicitation, indecent exposure, possession or distribution of child pornography etc.

### **2. Felonies**

- a. All Violent Felony offenses - regardless of the amount of time since the offense

Examples: Murder, manslaughter, rape, aggravated assault, kidnapping, robbery, aggravated burglary, etc.

- b. Any other Felony offenses within the past ten (10) years.

Examples: Drug offenses, theft, embezzlement, fraud, child endangerment, etc.

### **3. Misdemeanors**

- a. All Violent Misdemeanor offenses, including those involving probation or open cases, within the past five (5) years, or multiple offenses within the past seven (7) years.

Examples: Simple drug possession, drunk and disorderly conduct, public intoxication, possession of drug paraphernalia, etc.

- b. Any other Misdemeanor offense, including those involving probation or open cases, within the past five (5) years that would be considered a potential danger to children, or is directly related to the functions of that employee or volunteer.

Examples: Contributing to the delinquency of a minor, providing alcohol to a minor, theft (if person is handling monies), etc.

The district reserves the discretion to consider factors and information, including whether the nature of the offense implicates a behavior that is contradictory to an individual's job description, when making employment decisions.

Adopted: October 23, 2000

MSBA/MASA Model Policy 528

Revised: 6/28/04; 3/12/07; 10/27/08; 1/11/10; 8/24/15  
7/25/16; 4/24/17; 8/13/18; 6/10/19; 5/26/20  
6/14/21; 6/27/22; 6/26/23; 5/28/24; 2/24/25

## **536 STUDENT INTERNET, TECHNOLOGY, AND CELL PHONE ACCEPTABLE USE AND SAFETY POLICY**

### **I. PURPOSE**

The purpose of this policy is to set forth policies and guidelines for student access to district and school information technology, known in this document as “District Information Technology,” including but not limited to district computers, devices, printers and other accessories, networks, Internet access, electronic communications, and third-party systems the district licenses and makes available to employees and students.

### **II. GENERAL STATEMENT OF POLICY**

In making decisions regarding student and staff access to District Information Technology, the school district considers its own stated educational mission, goals, and objectives. Electronic information research skills are fundamental to preparation of citizens and future employees. Access to the school district computer system and to the Internet enables the school community to explore thousands of libraries, databases, bulletin boards, and other resources while exchanging messages with people around the world. The school district expects that faculty will blend thoughtful use of District Information Technology throughout the curriculum and will provide guidance and instruction to students in their use.

### **III. PURPOSE LIMITED TO EDUCATION**

The school district provides students with access to District Information Technology. District Information Technology has a limited educational purpose, which includes use of the system for classroom activities, educational research and professional or career development. Students are expected to use the district system to further educational goals consistent with the school district’s mission, strategic plan and policies. Uses which might be acceptable on a user’s private personal account on another system may not be acceptable on this limited-purpose network.

### **IV. USE OF DISTRICT TECHNOLOGY RESOURCES IS A PRIVILEGE**

The use of District Information Technology and its access to the Internet is a privilege, not a right. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the District Information Technology or the Internet may result in one or more of the following consequences: suspension, cancellation or restriction of use or access privileges, payments for damages and repairs, discipline under other appropriate school district policies, including suspension or expulsion of students, or civil or criminal liability under other applicable laws.



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## **V. BRING YOUR OWN DEVICE (BYOD)**

- A. A student's personal device may be connected to the District's network or systems if it complies with district standards and is compatible with the district systems. All BYOD devices attached or connected to the district network are subject to the same policies and procedures established for the use of district owned equipment.
- B. All use of BYOD devices must adhere to the district STUDENT INFORMATION TECHNOLOGY ACCEPTABLE USE POLICY (AUP). The student and parent/guardian must have signed and returned the AUP prior to using the device and accessing the district network.
- C. District technicians will not service, repair, or maintain BYOD devices. The District will not provide software for installation on BYOD devices. District will not be held liable or responsible for physical damage, loss or theft of the device, loss of personal content stored on the device, or charges incurred during use of the device.
- D. Student use of BYOD must support classroom instructional activities and adhere to all instructions given by staff.
- E. Students are prohibited from using any personal device as a hotspot to circumvent the district wireless network and content filters.
- F. The district reserves the right to limit Wi-Fi connectivity for personal devices that are not approved for BYOD use.

## **VI. ACCEPTABLE USE GUIDELINES FOR DISTRICT INFORMATION TECHNOLOGY**

- A. Users must respect and protect the privacy of others by:
  - 1. Using only accounts assigned to them.
  - 2. Only viewing, using, or copying passwords, data, or networks to which they are authorized.
  - 3. Refraining from distributing private information about others or themselves.
- B. Users must respect and protect the integrity, availability, and security of all electronic resources by:
  - 1. Observing all district Internet filters and posted network security practices.
  - 2. Reporting security risks or violations to a teacher or network administrator.
  - 3. Not destroying or damaging data, networks, or other resources that do not belong to them, without clear permission of the owner.
  - 4. Conserving, protecting, and sharing these resources with other users.
  - 5. Notifying a staff member or administrator of computer or network malfunctions.

- C. Users must respect and protect the intellectual property of others by:
  - 1. Following copyright laws (not making illegal copies of music, games, or movies).
  - 2. Citing sources when using others' work (not plagiarizing).
- D. Users must respect and practice the principles of community by:
  - 1. Communicating only in ways that are kind and respectful.
  - 2. Reporting threatening, offensive or discomforting materials to a staff member or administrator.
  - 3. Not intentionally accessing, transmitting, copying, or creating material that violates the school's code of conduct (such as messages/content that are pornographic, threatening, rude, discriminatory, defamatory or meant to harass or bully).
  - 4. Not intentionally accessing, transmitting, copying, or creating material that is illegal (such as obscenity, stolen materials, or illegal copies of copyrighted works).
  - 5. Not using the resources to further other acts that are criminal or violate the school's code of conduct.
  - 6. Avoiding spam, chain letters, or other mass unsolicited mailings.
  - 7. Refraining from buying, selling, advertising, or otherwise conducting business, unless approved as a school project.
- E. Students may, if in accord with district policies and under direction of staff:
  - 1. Design and post web pages and other material from school resources.
  - 2. Communicate electronically via tools such as email, chat, text, or videoconferencing.
  - 3. Install or download software, in conformity with laws and licenses.
  - 4. Use technology resources for educational purposes.
- F. Consequences for Violation
  - 1. Violations of these rules may result in disciplinary action, including the loss of a user's privileges to use the school's digital resources. Further discipline may be imposed in accordance with district policies up to and including suspension or expulsion depending on the degree and severity of the violation.

## **VII. CONSISTENCY WITH OTHER SCHOOL POLICIES**

Use of the District Information Technology and use of the Internet shall be consistent with school district policies and the mission of the school district.

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## **VIII. LIMITED EXPECTATION OF PRIVACY**

- A. By authorizing use of the District Information Technology, the school district does not relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy for content they store on the school district system.
- B. Routine maintenance and monitoring of the school district system may lead to a discovery that a user has violated this policy, another school district policy, or the law.
- C. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school district policy.
- D. Parents have the right at any time to investigate or review content their child has stored on the district system to the extent possible without compromising other students' privacy. Parents have the right to request the suspension of their child's individual account at any time.
- E. Students should be aware that data and other materials in files maintained on the school district system may be subject to review, disclosure or discovery under Minnesota Statutes, Chapter 13 (the Minnesota Government Data Practices Act).
- F. The school district will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with school district policies conducted through the school district system.

## **IX. STUDENT INFORMATION TECHNOLOGY ACCEPTABLE USE AGREEMENT**

- A. The proper use of District Information Technology systems, including the Internet, and the educational value to be gained from proper use, is the joint responsibility of students, parents and employees of the school district.
- B. This policy requires the permission of and supervision by the school's designated professional staff before a student may use a school account or resource to access the Internet.
- C. The Student Information Technology Acceptable Use Agreement must be read and signed by the user and a parent or guardian prior to the student being granted access to the district system. Signed agreements will be retained by the district. The district may require students to re-sign the agreement periodically thereafter as Technology changes require. The content of this agreement shall be included in each school's student/parent handbook as an annual review.

## **X. LIMITATION ON SCHOOL DISTRICT LIABILITY**

Use of District Information Technology is at the user's own risk. The system is provided on an "as is, as available" basis. The school district will not be responsible for any damage users may suffer, including, but not limited to, loss, damage or unavailability of data stored on school district storage media or servers, or for delays or changes in or interruptions of service or misdeliveries or nondeliveries of information or materials, regardless of the cause. The school district is not responsible for the accuracy or quality of any advice or information obtained through or stored on District Information Technology system. The school

district will not be responsible for financial obligations arising through unauthorized use of the school district system or the Internet.

## **XI. USER NOTIFICATION**

- A. All users shall be notified of the school district policies relating to Internet use.
- B. This notification shall include the following:
  - 1. Notification that Internet use is subject to compliance with school district policies.
  - 2. Disclaimers limiting the school district's liability relative to:
    - a) Information stored on school district storage media, hard drives or servers.
    - b) Information retrieved through school district computers, networks or online resources.
    - c) Personal property used to access school district computers, networks or online resources.
    - d) Unauthorized financial obligations resulting from use of school district resources/accounts to access the Internet.
  - 3. A description of the privacy rights and limitations of school sponsored/managed Internet accounts.
  - 4. Notification that the collection, creation, reception, maintenance and dissemination of data via the Internet, including electronic communications, is governed by Policy 406, Public and Private Personnel Data, and Policy 515, Protection and Privacy of Pupil Records.
  - 5. Notification that, even though the school district may use technical means to limit student Internet access, these limits do not provide a foolproof means for enforcing the provisions of this Acceptable Use Policy.
  - 6. Notification that goods and services can be purchased over the Internet that could potentially result in unwanted financial obligations and that any financial obligation incurred by a student through the Internet is the sole responsibility of the student or the student's parents.
  - 7. Notification that should a student violate the school district's Acceptable Use Policy, the student's access privileges may be revoked, disciplinary action may be taken and/or appropriate legal action may be taken.
  - 8. Notification that all provisions of the Acceptable Use Policy are subordinate to local, state and federal laws.

## **XII. PARENT RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE**



- A. Outside of school, parents bear responsibility for the same guidance of Internet use as they exercise with information sources such as television, telephones, radio, movies and other possibly offensive media. Parents are responsible for monitoring their student's use of the school district system and of the Internet if the student is accessing the school district system from home or a remote location.
- B. Parents are herein notified that their students will be using school district resources/accounts to access the Internet and that the school district will provide parents the option to request in writing alternative activities not requiring Internet access.

### **XIII. IMPLEMENTATION AND POLICY REVIEW**

- A. The school district administration will develop appropriate user notification forms, guidelines and procedures necessary to implement this policy.
- B. This policy will be reviewed annually and the administration will recommend changes as necessary.
- C. The school district Internet policies and procedures are available for review by all parent/guardian, staff and members of the community.

### **XIV. CONTENT FILTERING**

- A. With respect to any of its computers with Internet Access, the school district will monitor the online activities of both minors and adults and employ technology protection measures during any use of such computers by minors and adults. The technology protection measures utilized will block or filter Internet access to any visual depictions that are:
  - 1. Obscene;
  - 2. Child pornography; or
  - 3. Harmful to minors.
- B. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that:
  - 1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, excretion; or
  - 2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
  - 3. Taken as a whole, lacks serious literary, artistic, political, or scientific value to minors.
- C. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.



- D. An administrator, supervisor, or other person authorized by the Superintendent may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.
- E. The school district will educate students about appropriate online behavior, including interaction with other individuals on social networking websites and in chat rooms and cyber bullying awareness and response.
- F. Although student use of the Internet at school is subject to content filtering and is supervised by staff, we cannot guarantee that students will not gain access to inappropriate materials. We encourage parents to have a discussion with their children about values and how those beliefs should guide student activities while using the Internet.

#### **XV: CELL PHONE USE**

- A. Students are prohibited from using cell phones and other electronic communication devices during the instructional day. Students also are prohibited from using a cell phone or other electronic communication device to engage in conduct prohibited by school district policies including, but not limited to, cheating, bullying, harassment, and malicious and sadistic conduct.
- B. If the school district has a reasonable suspicion that a student has violated a school policy, rule, or law by use of a cell phone or other electronic communication device, the school district may search the device. The search of the device will be reasonably related in scope to the circumstances justifying the search.
- C. Students who use an electronic communication device during the school day and/or in violation of school district policies may be subject to disciplinary action pursuant to the school district's discipline policy. In addition, a student's cell phone or electronic communication device may be confiscated by the school district and, if applicable, provided to law enforcement. Cell phones or other electronic communication devices that are confiscated and retained by the school district will be returned in accordance with school building procedures

#### **Legal References:**

15 U.S.C. § 6501 *et seq.* (Children's Online Privacy Protection Act)  
17 U.S.C. § 101 *et seq.* (Copyrights)  
47 U.S.C. § 254 (Children's Internet Protection Act of 2000 (CIPA))  
47 C.F.R. § 54.520 (FCC rules implementing CIPA)  
Minn. Stat. § 121A.031 (School Student Bullying Policy)  
**Minn. Stat. § 121A.73 (School Cell Phone Policy)**  
Minn. Stat. § 125B.15 (Internet Access for Students)  
Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)  
*Tinker v. Des Moines Indep. Cmty. Sch. Dist.*, 393 U.S. 503, 89 S.Ct. 733, 21 L.Ed.2d 731 (1969)  
*United States v. Amer. Library Assoc.*, 539 U.S. 194, 123 S.Ct. 2297, 56 L.Ed.2d 221 (2003)  
*Doninger v. Niehoff*, 527 F.3d 41 (2<sup>nd</sup> Cir. 2008)



*R.S. v. Minnewaska Area Sch. Dist. No. 2149*, No. 12-588, 2012 WL 3870868 (D. Minn. 2012)

*Tatro v. Univ. of Minnesota*, 800 N.W.2d 811 (Minn. App. 2011), *aff'd* on other grounds 816 N.W.2d 509 (Minn. 2012)

*S.J.W. v. Lee's Summit R-7 Sch. Dist.*, 696 F.3d 771 (8<sup>th</sup> Cir. 2012) *Kowalski v. Berkeley County Sch.*, 652 F.3d 565 (4<sup>th</sup> Cir. 2011)

*Layshock v. Hermitage Sch. Dist.*, 650 F.3d 205 (3<sup>rd</sup> Cir. 2011)

*Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-III Sch. Dist.*, 853 F.Supp.2d 888 (W.D. Mo. 2012)

*M.T. v. Cent. York Sch. Dist.*, 937 A.2d 538 (Pa. Commw. Ct. 2007)

***Cross References:***

MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)

MSBA/MASA Model Policy 406 (Public and Private Personnel Data)

MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)

MSBA/MASA Model Policy 506 (Student Discipline)

MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)

MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)

MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)

MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)

MSBA/MASA Model Policy 603 (Curriculum Development)

MSBA/MASA Model Policy 604 (Instructional Curriculum)

MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)

MSBA/MASA Model Policy 806 (Crisis Management Policy)

MSBA/MASA Model Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)



*Adopted:* April 17, 1996

*MSBA/MASA Model Policy 101.1*

*Orig. 1998*

*Revised:* 5/24/04; 11/13/06; 4/13/15; 3/27/17  
4/13/20

*Rev. 1999*

## **101.1 NAME OF THE SCHOOL DISTRICT**

### **I. PURPOSE**

The purpose of this policy is to clarify the name of the school district.

### **II. GENERAL STATEMENT OF POLICY**

Pursuant to statute, the official name of the school district is Special School District No. 6. However, the school district is often referred to by other informal names. In order to avoid confusion and to encourage consistency in school district letterheads, signage, publications and other materials, the school board intends to establish a uniform name for the school district.

### **III. UNIFORM NAME**

- A. The name of the school district shall be South St. Paul Public Schools.
- B. The name specified above may be used to refer to the school district and may be shown on school district letterheads, signage, publications and other materials.
- C. In official communications and on school district ballots, the school district shall be referred to as Special School District No. 6 (South St. Paul Public Schools), but inadvertent failure to use the correct name shall not invalidate any legal proceeding or matter or affect the validity of any document.

**Legal References:** Minn. Stat. § 123A.55 (Classes, Number)

**Cross References:**



*Adopted: April 17, 1996*

*MSBA/MASA Model Policy 101*

*Orig. 1995*

*Revised: 5/24/04, 6/14/05; 4/13/15  
3/27/17; 4/13/20; 2/24/25*

*Rev. 2004*

## **101 LEGAL STATUS OF THE SCHOOL DISTRICT**

### **I. PURPOSE**

A primary principle of this nation is that the public welfare demands an educated and informed citizenry. The power to provide for public education is a state function vested in the state legislature and delegated to local school districts. The purpose of this policy is to clarify the legal status of the school district.

### **II. GENERAL STATEMENT OF POLICY**

- A. The school district is a public corporation subject to the control of the legislature, limited only by constitutional restrictions. The school district has been created for educational purposes.
- B. The legislature has authority to prescribe the school district's powers and privileges, its boundaries and territorial jurisdictions.
- C. The school district has only the powers conferred on it by the legislature; however, the school board's authority to govern, manage, and control the school district, to carry out its duties and responsibilities, and to conduct the business of the school district includes implied powers in addition to any specific powers granted by the legislature.

### **III. RELATIONSHIP TO OTHER ENTITIES**

- A. The school district is a separate legal entity.
- B. The school district is coordinated with and not subordinate to the county(ies) in which it is situated.
- C. The school district is not subservient to municipalities within its territory.

### **IV. POWERS AND AUTHORITY OF THE SCHOOL DISTRICT**

- A. Funds



1. The school district, through its school board, has authority to raise funds for the operation and maintenance of its schools, and authority to manage and expend such funds, subject to applicable law.
2. The school district has wide discretion over the expenditure of funds under its control for public purposes, subject to the limitations provided by law.
3. School district officials occupy a fiduciary position in the management and expenditure of funds entrusted to them.

B. Raising Funds

1. The school district shall, within the limitations specified by law, provide by levy of tax necessary funds for the conduct of schools, payment of indebtedness, and all proper expenses.
2. The school district may issue bonds in accordance with the provisions of Minnesota Statutes chapter 475 ~~Minn. Stat. Ch. 475~~, or other applicable law.
3. The school district has authority to accept gifts and donations for school purposes, subject to applicable law.

C. Property

1. The school district may acquire property for school purposes. It may sell, exchange, or otherwise dispose of property which is no longer needed for school purposes, subject to applicable law.
2. The school district shall manage its property in a manner consistent with the educational functions of the district.
3. The school district may permit the use of its facilities for community purposes which are not inconsistent with, nor disruptive of, its educational mission.
4. School district officials hold school property as trustees for the use and benefit of students, taxpayers and the community.

D. Contracts



1. The school district is empowered to enter into contracts in the manner provided by law.
  2. The school district has authority to enter into installment purchases and leases with an option to purchase, pursuant to Minnesota Statutes section 465.71 ~~Minn. Stat. § 465.71~~ or other applicable law.
  3. The school district has authority to make contracts with other governmental agencies and units for the purchase, lease or other acquisition of equipment, supplies, materials, or other property, including real property.
  4. The school district has authority to enter into employment contracts. As a public employer, the school district, through its designated representatives, shall meet and negotiate with public employees in an appropriate bargaining unit and enter into written collective bargaining agreements with such employees, subject to applicable law.
- E. Textbooks, Educational Materials, and Studies
1. The school district, through its school board and administrators, has the authority to determine what textbooks, educational materials, and studies should be pursued.
  2. The school district shall establish and apply the school curriculum.
- F. Actions and Suits
1. The school district has authority to sue and to be sued.

**Legal References:**

Minn. Const. art. 13, § 1  
Minn. Stat. Ch. 123B (School Districts Powers and Duties)  
Minn. Stat. Ch. 179A (Public Employment Labor Relations)  
Minn. Stat. § 465.035 (Public Corporation, Conveyance or Lease of Land)  
Minn. Stat. §§ 465.71; 471.345; 471.6161; 471.64 (Rights, Powers, Duties;  
Municipalities of Political Subdivisions)  
*Minnesota Association of Public Schools v. Hanson*, 287 Minn. 415, 178  
N.W.2d 846 (1970)



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*Independent School District No. 581 v. Mattheis*, 275 Minn. 383, 147 N.W.2d 374 (1966) *Village of Blaine v. Independent School District No. 12*, 272 Minn. 343, 138 N.W.2d 32 (1965)  
*Huffman v. School Board*, 230 Minn. 289, 41 N.W.2d 455 (1950)  
*State v. Lakeside Land Co.*, 71 Minn. 283, 73 N.W.970 (1898)

**Cross References:** MSBA/MASA Model Policy 201 (Legal Status of School Board)  
MSBA/MASA Model Policy 603 (Curriculum Development)  
MSBA/MASA Model Policy 604 (Instructional Curriculum)  
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)  
MSBA/MASA Model Policy 704 (Development and Maintenance of an Inventory of Fixed Assets and a Fixed Asset Accounting System)  
MSBA/MASA Model Policy 705 (Investments)  
MSBA/MASA Model Policy 706 (Acceptance of Gifts)  
MSBA/MASA Model Policy 801 (Equal Access to Facilities of Secondary Schools)  
MSBA Service Manual, Chapter 3, Employee Negotiations  
MSBA Service Manual, Chapter 13, School Law Bulletin "F" (Contract and Bidding Procedures)

Adopted: August 26, 1996

MSBA/MASA Model Policy 103

Orig. 1995

Revised: 5/24/04, 6/26/06; 4/13/15; 3/27/17  
4/13/20; 2/24/25

Rev. 2005

## 103 COMPLAINTS – STUDENTS, EMPLOYEES, PARENTS, OTHER PERSONS

### I. PURPOSE

The school district takes seriously all concerns or complaints by students, employees, parents or other persons. If a specific complaint procedure is provided within any other policy of the school district, the specific procedure shall be followed in reference to such a complaint. If a specific complaint procedure is not provided, the purpose of this policy is to provide a procedure that may be used.

### II. GENERAL STATEMENT OF POLICY

1. Students, parents, employees or other persons, may report concerns or complaints to the school district. While written reports are encouraged, a complaint may be made orally. Any employee receiving a complaint shall advise the principal or immediate supervisor of the receipt of the complaint. The supervisor shall make an initial determination as to the seriousness of the complaint and whether the matter should be referred to the superintendent. A person may file a complaint at any level of the school district; i.e., principal, superintendent or school board. However, persons are encouraged to file a complaint at the building level when appropriate.
2. Depending upon the nature and seriousness of the complaint, the supervisor or other administrator receiving the complaint shall determine the nature and scope of the investigation or follow-up procedures. If the complaint involves serious allegations, the matter shall promptly be referred to the superintendent, who shall determine whether an internal or external investigation should be conducted. In either case, the superintendent shall determine the nature and scope of the investigation and designate the person responsible for the investigation or follow-up relating to the complaint. The designated investigator shall ascertain details concerning the complaint and respond promptly to the appropriate administrator concerning the status or outcome of the matter.
3. The appropriate administrator shall respond to the complaining party concerning the outcome of the investigation or follow-up. The superintendent shall be notified and consulted in advance of the response when appropriate. The response to the complaining party shall be consistent with the rights of others pursuant to the applicable provisions of Minn. Stat. Ch. Minnesota Statutes chapter 13 (Minnesota Government Data Practices Act) or other law.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)

***Cross References:*** MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)  
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 413 (Harassment and Violence)  
MSBA/MASA Model Policy 514 (Bullying Prohibition)  
MSBA ~~Service Manual, Chapter 12~~ School Law Bulletin “I” (School Records – Privacy – Access to Data)

Adopted: February 9, 1998

MSBA/MASA Model Policy 502

Orig. 1995

Revised: 10/25/04; 3/14/16; 5/22/17; 6/10/19; 5/26/20  
6/14/21; 6/27/22; 6/26/23; 5/28/24

Rev. 1999

## **502 SEARCH OF STUDENT LOCKERS, DESKS, PERSONAL POSSESSIONS, AND STUDENT'S PERSON**

### **I. PURPOSE**

The purpose of this policy is to provide for a safe and healthful educational environment by enforcing the school district's policies against contraband.

### **II. GENERAL STATEMENT OF POLICY**

#### **A. Lockers and Personal Possessions Within a Locker**

Pursuant to Minnesota statutes, school lockers are the property of the school district. At no time does the school district relinquish its exclusive control of lockers provided for the convenience of students. Inspection of the interior of lockers may be conducted by school officials for any reason at any time, without notice, without student consent, and without a search warrant. The personal possessions of students within a school locker may be searched only when school officials have a reasonable suspicion that the search will uncover evidence of a violation of law or school rules.

#### **B. Desks**

School desks are the property of the school district. At no time does the school district relinquish its exclusive control of desks provided for the convenience of students. Inspection of the interior of desks may be conducted by school officials for any reason at any time, without notice, without student consent, and without a search warrant.

#### **C. Personal Possessions and Student's Person**

The personal possessions of students and/or a student's person may be searched when school officials have a reasonable suspicion that the search will uncover a violation of law or school rules. The search will be reasonable in its scope and intrusiveness.

- D. A violation of this policy occurs when students use lockers and desks for unauthorized purposes or to store contraband. A violation occurs when students carry contraband on their person or in their personal possessions.

### **III. DEFINITIONS**

- A. "Contraband" means any unauthorized item possession of which is prohibited by school district policy and/or law. It includes but is not limited to weapons and "look-alikes," alcoholic



beverages, controlled substances and “look-alikes,” overdue books and other materials belonging to the school district, and stolen property.

- B. “Personal possessions” includes but is not limited to purses, backpacks, bookbags, packages, and clothing.
- C. “Reasonable suspicion” means that a school official has grounds to believe that the search will result in evidence of a violation of school district policy, rules, and/or law. Reasonable suspicion may be based on a school official’s personal observation, a report from a student, parent or staff member, a student’s suspicious behavior, a student’s age and past history or record of conduct both in and out of the school context, or other reliable sources of information.
- D. “Reasonable scope” means that the scope and/or intrusiveness of the search is reasonably related to the objectives of the search. Factors to consider in determining what is reasonable include the seriousness of the suspected infraction, the reliability of the information, the necessity of acting without delay, the existence of exigent circumstances necessitating an immediate search and further investigation (e.g. to prevent violence, serious and immediate risk of harm or destruction of evidence), and the age of the student.

#### **IV. PROCEDURES**

- A. School officials may inspect the interiors of lockers and desks for any reason at any time, without notice, without student consent, and without a search warrant.
- B. School officials may inspect the personal possessions of a student and/or a student’s person based on a reasonable suspicion that the search will uncover a violation of law or school rules. A search of personal possessions of a student and/or a student’s person will be reasonable in its scope and intrusiveness.
- C. As soon as practicable after a search of personal possessions within a locker pursuant to this policy, the school officials must provide notice of the search to students whose possessions were searched unless disclosure would impede an ongoing investigation by police or school officials.
- D. Whenever feasible, a search of a person shall be conducted in private by a school official of the same sex. A second school official of the same sex shall be present as an observer during the search of a person whenever feasible.
- E. A strip search is a search involving the removal of coverings or clothing from private areas. Mass strip searches, or body cavity searches, are prohibited. Strip searches will be conducted only in circumstances involving imminent danger.
- F. A school official conducting any other search may determine when it is appropriate to have a second official present as an observer.
- G. A copy of this policy will be printed in the student handbook or disseminated in any other way which school officials deem appropriate. The school district shall provide a copy of this policy to a student when the student is given use of a locker.

## **V. DIRECTIVES AND GUIDELINES**

School administration may establish reasonable directives and guidelines which address specific needs of the school district, such as use of tape in lockers, standards of cleanliness and care, posting of pin-ups and posters which may constitute sexual harassment, etc.

## **VI. SEIZURE OF CONTRABAND**

If a search yields contraband, school officials will seize the item and, where appropriate, turn it over to legal officials for ultimate disposition.

## **VII. VIOLATIONS**

A student found to have violated this policy and/or the directives and guidelines implementing it shall be subject to discipline in accordance with the school district's Student Discipline Policy, which may include suspension, exclusion, or expulsion, and the student may, when appropriate, be referred to legal officials.

**Legal References:** UU. S. Const., amend. IV  
Minn. Const., art. I, § 10  
*New Jersey v. T.L.O.*, 469 U.S. 325, 105 S.Ct. 733, 83 L.Ed.2d 720 (1985)  
Minn. Stat. § 121A.72 (School Locker Policy)  
*G.C. v. Owensboro Public Schools*, 711 F.3d 623 (6<sup>th</sup> Circ.2013)

**Cross References:** MSBA/MASA Model Policy 417 (Chemical Use and Abuse)  
MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)  
MSBA/MASA Model Policy 501 (School Weapons)  
MSBA/MASA Model Policy 506 (Student Discipline)

*Adopted: October 28, 1996*

*MSBA/MASA Model Policy 505*

*Orig. 1995*

*Rev. 2002*

*Revised: 10/25/04; 10/27/08; 4/25/11; 5/9/16  
7/25/16; 8/14/17; 3/12/18; 1/14/19; 6/10/19; 5/26/20  
6/14/21; 6/27/22; 6/26/23; 5/28/24*

## **505 DISTRIBUTION OF NON SCHOOL-SPONSORED MATERIALS ON SCHOOL PREMISES BY STUDENTS AND EMPLOYEES**

### **I. PURPOSE**

The purpose of this policy is to protect the exercise of students' and employees' free speech rights, taking into consideration the educational objectives and responsibilities of the school district.

### **II. GENERAL STATEMENT OF POLICY**

- A. The school district recognizes that students and employees have the right to express themselves on school property. This protection includes the right to distribute, at a reasonable time and place and in a reasonable manner, non school sponsored material.
- B. To protect First Amendment rights, while at the same time preserving the integrity of the educational objectives and responsibilities of the school district, the school board adopts the following regulations and procedures regarding distribution of nonschool-sponsored material on school property and at school activities.

### **III. DEFINITIONS**

- A. "Distribute" or "Distribution" means circulation or dissemination of material by means of handing out or offering materials or copies of materials ("materials"), selling or offering materials for sale, accepting donations for materials, posting or displaying materials, placing materials in internal staff or student mailboxes, or staff, student or parent emails.
- B. "Non-school-sponsored material" or "unofficial material" includes all materials or objects intended for distribution, except school newspapers, employee newsletters, literary magazines, yearbooks and other publications funded and/or sponsored or authorized by the school. Examples of nonschool-sponsored materials include but are not limited to leaflets, brochures, buttons, badges, flyers, petitions, posters, and underground newspapers whether written by students or employees or others, and tangible objects and websites, blogs, wikis, podcasts or other online resources.
- C. "Obscene to minors" means:



1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;
  2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, or lewd exhibition of the genitals; and
  3. The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.
- D. "Minor" means any person under the age of eighteen (18).
- E. "Material and substantial disruption" of a normal school activity means:
1. Where the normal school activity is an educational program of the district for which student attendance is compulsory, "material and substantial disruption" is defined as any disruption, which interferes with or impedes the implementation of that program.
  2. Where the normal school activity is voluntary in nature (including, without limitation, school athletic events, school plays and concerts, and lunch periods) "material and substantial disruption" is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.
  3. Where the normal activity uses the district's electronic technologies, "material and substantial disruption" is defined as deliberately attempting to disrupt the computer network and/or destroying data by spreading computer viruses or malware.
  4. In order for expression to be considered disruptive, there must exist specific facts upon which the likelihood of disruption can be forecast, including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.
- F. "School activities" means any activity sponsored by the school including, but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, fine arts concerts, presentations and productions, in-school lunch periods, school and teacher websites, blogs, wikis, podcasts or school-sponsored online resources.
- G. "Libelous" is a false and unprivileged statement about a specific individual that tends to harm the individual's reputation or to lower that individual in the esteem of the community.

#### IV. GUIDELINES



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- A. Students and employees of the school district have the right to distribute, at reasonable times and places as set forth in this policy, and in a reasonable manner, non-school-sponsored material.
- B. Requests for distribution of nonschool-sponsored material will be reviewed by the administration on a case-by-case basis. However, distribution of the materials listed below is always prohibited. Material is prohibited that:
1. is obscene to minors;
  2. is libelous or slanderous;
  3. is pervasively indecent or vulgar or contains any indecent or vulgar language or representations, with a determination made as to the appropriateness of the material for the age level of students to which it is intended;
  4. advertises or promotes any product or service not permitted to minors by law;
  5. advocates violence or other illegal conduct;
  6. constitutes insulting or fighting words, the very expression of which injures or harasses other people (e.g., threats of violence, defamation of character or of a person's race, religious or ethnic origin);
  7. presents a clear and present likelihood that, either because of its content or the manner of distribution, it will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities, will cause the commission of unlawful acts or the violation of lawful school regulations.
- C. Distribution by students and employees of nonschool-sponsored materials on school district property are subject to reasonable time, place, and manner restrictions set forth below. In making decisions regarding the time, place, and manner of distribution, the administration will consider factors including, but not limited to, the following:
1. whether the material is educationally related;
  2. the extent to which distribution is likely to cause disruption of or interference with the school district's educational objectives, discipline, or school activities;
  3. whether the materials can be distributed from the office or other isolated location, or via digital or electronic manner, so as to minimize disruption of traffic flow in hallways;
  4. the quantity or size of materials to be distributed;
  5. whether distribution would require assignment of school district staff, use of school district equipment, or other resources;
  6. whether distribution would require that nonschool persons be present on the school grounds;
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7. whether the materials are a solicitation for goods or services not requested by the recipients.
8. whether or not the distribution of the materials takes advantage of the district's communication system for personal gain;
9. unless otherwise provided by law, announcements and informational materials regarding school or youth-related activities, organizations and agencies are clearly known to be non-sectarian devoted to community interests or child welfare, non-discriminatory and totally committed to equal opportunity, and generally recognized as owning their existence to serving the broad public and general interests.

#### **V. TIME, PLACE, AND MANNER OF DISTRIBUTION**

- A. No non-school-sponsored material shall be distributed during and at the place of a normal school activity if it is reasonably likely to cause a material and substantial disruption of that activity.
- B. Distribution of non-school-sponsored material is prohibited when it blocks the safe flow of traffic within corridors and entrance ways of the district site and parking lots. Distribution shall not impede entrance to or exit from district premises in any way.
- C. No one shall coerce a student or staff member to accept any material.
- D. The time, place, and manner of distribution will be solely within the discretion of the administration, consistent with the provisions of this policy.
- E. Distribution that results in a "spamming" or disruption of staff, student or parent email services is prohibited.

#### **VI. PROCEDURES**

- A. All requests for distribution of materials in or through the schools by non-school persons or organizations must be submitted for approval at least five days in advance of desired distribution date, together with the following information:
  1. Name and phone number of the person submitting the request.
  2. Date(s) and time(s) of day of requested distribution.
  3. To whom the distribution is intended (i.e. students, grade level, or school, etc.)
- B. All requests for materials distribution are to be screened individually as follows:
  1. All requests for district-wide distribution must be approved by the Superintendent's Office.
  2. All requests for distribution for an individual school or classroom must be approved by the building principal and by the Superintendent's Office.



3. In any instance of serious question as to appropriateness of distribution, final determination is to be made by the Superintendent of Schools.
  4. At all levels, a continuing log of distribution approvals and denials is to be maintained.
  5. Distribution of materials may be limited to the district's digital and electronic management system accessible by parents, students and district employees, or as copies made available at school and district offices, or for students and parents to take home.
  6. Employee mailboxes and the School District's internal mail systems are reserved for school district related business and the facilitation of internal communication of school related matters to school district employees.
  7. Employee mailboxes and the District's internal electronic communication and mail systems shall be open to the exclusive representatives of the School District employees on matters within the scope of the official representational duties of school district employees.
- C. The front of all non-school sponsored materials must include a prominent disclaimer indicating, "The activities, viewpoints, or events promoted in these materials are not sponsored, endorsed, approved or disapproved by the South St. Paul Public Schools."
- D. In the event permission to distribute the materials is denied or limited, the persons submitting the request shall be informed of the reasons for the denial or limitation. Permission or denial does not imply approval or disapproval of its contents by the school, administration, the school board, or the individual reviewing the material submitted.
- E. Permission or denial of permission to distribute material does not imply approval or disapproval of its contents by either the school, the administration of the school, the school board, or the individual reviewing the material submitted.

## **VII. DISCIPLINARY ACTION**

- A. Distribution by any student of nonschool-sponsored material prohibited herein or in violation of the provisions of time, place and manner of distribution as described above will be halted and disciplinary action will be taken in accordance with the school district's Student Discipline Policy.
- B. Distribution by any employee of nonschool-sponsored material prohibited herein or in violation of the provisions of time, place and manner of distribution as described above will be halted and appropriate disciplinary action will be taken, in accordance with any individual contract, collective bargaining agreement, school district policies and procedures, and/or governing statute.

## **VIII. NOTICE OF POLICY TO STUDENTS AND EMPLOYEES**

A copy of this policy will be published in student handbooks.

## IX. IMPLEMENTATION

The school district administration may develop any additional guidelines and procedures necessary to implement this policy for submission to the school board for review. Such guidelines and procedures shall be an addendum to this policy.

- Legal References:**
- U. S. Const., amend. I
  - Hazelwood School District v. Kuhlmeier*, 484 U.S. 260, 108 S.Ct. 562, 98 L.Ed.2d 592 (1988)
  - Bethel Sch. Dist. No. 403 v. Fraser*, 478 U.S. 675, 106 S.Ct. 3159, 92 L.Ed.2d 549 (1986)
  - Tinker V. Des Moines Indep. Sch. Dist.*, 393 U.S. 503, 89 S.Ct. 733, 21 L.Ed.2d 731 (1969)
  - Bystrom v. Fridley High School*, 822 F.2d 747 (8th Cir. 1987)
  - Roark v. South Iron R-1 School District.*, 573 F.3d 556 (8<sup>th</sup> Cir. 2009)
  - Victory Through Jesus Sports Ministry Foundation v. Lee's Summit R-7 School Dist.*, 640 F.3d 329 (8<sup>th</sup> Cir. 2011), cert. denied \_U.S.\_132 S.Ct. 592 (2011)
- Cross References:**
- MSBA/MASA Model Policy 506 (Student Discipline)
  - MSBA/MASA Model Policy 512 (School-Sponsored Student Publications)
  - MSBA/MASA Model Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)
  - Appendix to District Policy 904 (Distribution Process of Materials by Nondistrict Sponsored Persons and Organizations)

*Adopted: October 28, 1996*

*MSBA/MASA Model Policy 512*

*Revised: 11/22/04; 5/26/09; 4/25/11; 7/25/16  
8/14/17; 1/13/20; 6/14/21; 6/27/22; 6/26/23  
5/28/24*

*Orig. 1995*

*Rev. 2002*

## **512 SCHOOL-SPONSORED STUDENT PUBLICATIONS AND ACTIVITIES**

### **I. PURPOSE**

The purpose of this policy is to protect students' rights to free speech in production of official school publications and activities while at the same time balancing the school district's role in supervising student publications and the district's mission.

### **II. GENERAL STATEMENT OF POLICY**

- A. Students producing official school publications and activities shall be under the supervision of a faculty advisor and the school principal. Official publications and activities shall be subject to the guidelines set forth below.
- B. The school district may exercise editorial control over the style and content of student expression in school-sponsored publications and activities.
- C. Expressions and representations made by students in school-sponsored publications and activities are not expressions of official school district policy or views. Faculty advisors shall supervise student writers and producers to ensure compliance with the law and school district policies.
- D. Students who believe their right to free expression has been unreasonably restricted in an official student publication or activity may seek review of the decision by the building principal. The principal shall issue a decision no later than three (3) school days after review is requested.
- E. Official school publications may be distributed at reasonable times and locations.

### **III. DEFINITIONS**

- A. "Distribution" means circulation or dissemination of material by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, posting or displaying material, or placing materials in internal staff or student mailboxes or through electronic distribution.
- B. "Official school publications" means material intended for distribution from print or electronic sources including, but not limited to school newspapers, yearbooks or material produced in classes as a part of the curriculum, or school-sponsored activities.
- C. "Obscene to minors" means:



1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;
2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, or lewd exhibition of the genitals; and
3. The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.

D. "Minor" means any person under the age of eighteen (18).

E. "Material and substantial disruption" of a normal school activity means:

1. Where the normal school activity is an educational program of the school district for which student attendance is compulsory, "material and substantial disruption" is defined as any disruption, which interferes with or impedes the implementation of that program.
2. Where the normal school activity is voluntary in nature (including, without limitation, school athletic events, school plays and concerts, and lunch periods) "material and substantial disruption" is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.

In order for expression to be considered disruptive, there must exist specific facts upon which the likelihood of disruption can be forecast, including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.

F. "School activities" means any activity of students sponsored by the school including, but not limited to, classroom work, media activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, music concerts, fine arts presentations and productions, and in-school lunch periods.

G. "Libelous" is a false and unprivileged statement about a specific individual that tends to harm the individual's reputation or to lower that individual in the esteem of the community.

#### **IV. GUIDELINES**

A. Expression in an official school publication or school-sponsored activity is prohibited when the material:

1. is obscene to minors;

2. is libelous or slanderous;
  3. advertises or promotes any product or service not permitted for minors by law;
  4. encourages students to commit illegal acts or violate school regulations or substantially disrupts the orderly operation of school or school activities;
  5. expresses or advocates sexual, racial or religious harassment or violence or prejudice;
  6. is distributed or displayed in violation of time, place and manner regulations.
- B. Expression in an official school publication or school-sponsored activity is subject to editorial control by the school district over the style and content so long as the school district's actions are reasonably related to legitimate pedagogical concerns. These may include, but are not limited to, the following:
1. assuring that participants learn whatever lessons the activity is designed to teach;
  2. assuring that readers or listeners are not exposed to material that may be inappropriate for their level of maturity;
  3. assuring that the views of the individual speaker are not erroneously attributed to the school;
  4. assuring that the school is not associated with any position other than neutrality on matters of political controversy;
  5. assuring that the sponsored student speech cannot reasonably be perceived to advocate conduct otherwise inconsistent with the shared values of a civilized social order;
  6. assuring that the school is not associated with expression that is, for example, ungrammatical, poorly written, inadequately researched, biased or prejudiced, vulgar or profane, or unsuitable for immature audiences.

C. Time, Place and Manner of Distribution

Students shall be permitted to distribute publications at school as follows:

1. Time: Distribution shall be limited to the hours before the school day begins, during lunch hour and after school is dismissed.
2. Place: Publications may be distributed in locations so as not to interfere with the normal flow of traffic within the school hallways, walkways, entryways and parking lots. Distribution shall not impede entrance to or exit from school premises in any way.
3. Manner: No one shall induce or coerce a student or staff member to accept a student publication.

***Legal References:***

U. S. Const., amend. I  
*Hazelwood School District v. Kuhlmeier*, 484 U.S. 260, 108 S.Ct. 562, 98 L.Ed. 2d 592 (1988)  
*Bystrom v. Fridley High School, I.S.D. No. 14*, 822 F.2d 747 (8th Cir. 1987)  
*Morse v. Frederick*, 551 U.S. 393, 127 S. Ct. 2618, 168 L.Ed. 2d 290 (2007)

***Cross References:***

MSBA/MASA Model Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)  
MSBA/MASA Model Policy 505 (Distribution of Non School-Sponsored Materials on School Premises by Students and Employees)  
MSBA/MASA Model Policy 506 (Student Discipline)

Adopted: February, 1998

MSBA/MASA Model Policy 526

Orig. 1997

Rev. 2014

Revised: 4/26/04; 9/9/13; 7/25/16; 6/26/17  
6/10/19; 5/26/20; 6/14/21; 6/27/22; 6/26/23  
5/28/24

## **526 HAZING PROHIBITION**

### **I. PURPOSE**

- A. The purpose of this policy is to maintain a safe learning environment for students and staff that are free from hazing. Hazing activities of any type are inconsistent with the educational goals of the school district and are prohibited at all times.

### **II. GENERAL STATEMENT OF POLICY**

- A. No student, teacher, administrator, volunteer, contractor or other employee of the school district shall plan, direct, encourage, aid or engage in hazing.
- B. No teacher, administrator, volunteer, contractor or other employee of the school district shall permit, condone or tolerate hazing.
- C. Apparent permission or consent by a person being hazed does not lessen the prohibitions contained in this policy.
- D. Retaliation against a victim, good faith reporter, or a witness of hazing is prohibited.
- E. False accusations or reports of hazing against a student, teacher, administrator, volunteer, contractor, or other employee are prohibited.
- F. A person who engages in an act of hazing, reprisal, retaliation, or false reporting of hazing or permits, condones, or tolerates hazing shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures.

Consequences for students who commit, tolerate, or are a party to prohibited acts of hazing may range from remedial responses or positive behavioral interventions up to and including suspensions and/or expulsion

Consequences for employees who permit, condone, or tolerate hazing or engage in an act of reprisal or intentional false reporting of hazing may result in disciplinary action up to and including termination or discharge.

Consequences for other individuals for engaging in prohibited acts of hazing may include, but not limited to, exclusion from school district property and events and/or termination of services and/or contracts.



- G. This policy applies to hazing that occurs during and after school hours, on or off school premises or property, at school functions or activities, or on school transportation.
- H. A person who engages in an act that violates school policy or law in order to be initiated into or affiliated with a student organization shall be subject to discipline for that act.
- I. The school district will act to investigate all complaints of hazing and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor or other employee of the school district who is found to have violated this policy.

### **III. DEFINITIONS**

- A. “Hazing” means committing an act against a student and/or staff member, or coercing a student and/or staff member into committing an act, that creates a substantial risk of harm to a person, in order for the student to be initiated into or affiliated with a student organization, or for any other purpose. The term hazing includes, but is not limited to:
  - 1. Any type of physical brutality such as whipping, beating, striking, branding, electronic shocking or placing a harmful substance on the body.
  - 2. Any type of physical activity such as sleep deprivation, exposure to weather, confinement in a restricted area, calisthenics or other activity that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
  - 3. Any activity involving the consumption of any alcoholic beverage, drug, tobacco product or any other food, liquid, or substance that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
  - 4. Any activity that intimidates or threatens the student with ostracism, that subjects a student to extreme mental stress, embarrassment, shame or humiliation, that adversely affects the mental health or dignity of the student or discourages the student from remaining in school.
  - 5. Any activity that causes or requires the student to perform a task that involves violation of state or federal law or of school district policies or regulations.
- B. “Immediately” means as soon as possible but in no event, longer than 24 hours.
- C. “On school premises or school district property, or at school functions or activities, or on school transportation” means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approve for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school sponsored activities, events, or trips. School district property also may mean a student’s walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting hazing at these locations and events, the school district

does not represent that it will provide supervision or assume liability at these locations and events.

- D. “Remedial response” means a measure to stop and correct hazing, prevent hazing from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of hazing.
- E. “Student” means a student enrolled in a public school or charter school.
- F. “Student organization” means a group, club or organization having students as its primary members or participants. It includes grade levels, classes, teams, activities or particular school events. A student organization does not have to be an official school organization to come within the terms of this definition.

#### **IV. REPORTING PROCEDURES**

- A. Any person who believes he or she has been the target or victim of hazing or any person with knowledge or belief of conduct which may constitute hazing shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report hazing anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party to use the report form available from the principal or building supervisor of each building or available from the school district office, but oral reports shall be considered complaints as well.

The building principal, the principal’s designee, or the building supervisor (hereinafter the “building report taker”) is the person responsible for receiving reports of hazing at the building level. Any adult school district personnel who receives a report of hazing prohibited by this policy shall inform the building report taker immediately. Any person may report hazing directly to a school district human rights officer or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

The building report taker shall ensure that this policy and procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.

- C. A teacher, administrator, volunteer, contractor, and other school district employees shall be particularly alert to possible situations, circumstances or events which might include hazing. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct which may constitute hazing shall make reasonable efforts to address and resolve the hazing and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute hazing or who fail to make reasonable efforts to address and resolve the hazing in a timely manner may be subject to disciplinary action.

- D. Submission of a good faith complaint or report of hazing will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.
- E. Reports of hazing are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of hazing and the record of any resulting investigation.
- F. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.

## **V. SCHOOL DISTRICT ACTION**

- A. Within three (3) days of the receipt of a complaint or report of hazing, the school district shall undertake or authorize an investigation by school district officials or a third party designated by the school district.
- B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the hazing, the complainant, the reporter, and students or others pending completion of an investigation of alleged hazing prohibited in this policy.
- C. The alleged perpetrator of the hazing shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of an investigation that determines hazing has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; and applicable school district policies and regulations.
- E. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets or victims of hazing and the parent(s) or guardian(s) of alleged perpetrators of hazing who have been involved in a report and confirmed hazing incident of the remedial or disciplinary action taken, to the extent permitted by law.
- F. In order to prevent or respond to hazing committed by or directed against a child with a disability, the school district shall, where determined appropriate by the child's individualized education program (IEP) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted

to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in hazing.

## **VI. RETALIATION OR REPRISAL**

The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor or other employee of the school district who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged hazing, who provides information about hazing, who provides information about hazing, who testifies, assists, or participates in an investigation, or against any person who testifies, assists or participates in a proceeding or hearing relating to such hazing. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment, or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the prohibited conduct. Remedial responses to the prohibited conduct shall be tailored to the particular incident and nature of the conduct.

## **VII. DISSEMINATION OF POLICY**

- A. This policy shall appear in each school's student handbook and in each school's Building and Staff handbooks.
- B. The school district will develop a method for discussing this policy with students.

**Legal References:** Minn. Stat. § 121A.031 (School Student Bullying Policy)  
Minn. Stat. § 121A.0311 (Notice of the Rights and Responsibilities of Students and Parents Under the Safe and Supportive Minnesota Schools Act)  
Minn. Stat. § 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.69 (Hazing Policy)

**Cross References:** MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 413 (Harassment and Violence)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)  
MSBA/MASA Model Policy 525 (Violence Prevention [Applicable to Students and Staff])

Adopted: January 24, 2005

MSBA/MASA Model Policy 528

Revised: 6/26/06; 8/14/17; 6/14/21; 6/27/22; 6/26/23  
5/28/24

Orig. 1999

Rev. 2022

## **528 STUDENT PARENTAL, FAMILY, AND MARITAL STATUS NONDISCRIMINATION**

### **I. PURPOSE**

Students are protected from discrimination on the basis of sex and marital status pursuant to Title IX of the Education Amendments of 1972 and the Minnesota Human Rights Act. This includes discrimination on the basis of pregnancy. The purpose of this school district policy is to provide equal educational opportunity for all students and to prohibit discrimination on the grounds of sex, parental, family, or marital status.

### **II. GENERAL STATEMENT OF POLICY**

- A. The school district provides equal educational opportunity for all students, and will not apply any rule concerning a student's actual or potential parental, family, or marital status which treats students differently on the basis of sex.
- B. The school district will not discriminate against any student, or exclude any student from its education program or activity, including any class or extracurricular activity, on the basis of such student's pregnancy, childbirth, false pregnancy, termination of pregnancy or recovery there from, unless the student requests voluntarily to participate in a separate portion of the program or activity of the recipient.
- C. The school district may require such a student to obtain the certification of a physician that the student is physically and emotionally able to continue participation in the normal education program or activity so long as such a certification is required of all students for other physical or emotional conditions requiring the attention of a physician.
- D. The school district will ensure that any separate and voluntary instructional program is comparable to that offered to non-pregnant students.
- E. It is the responsibility of every school district employee to comply with this policy.
- F. The school district's Title IX Coordinator is:

Title IX Coordinator  
Human Resource Director  
104 – 5<sup>th</sup> Avenue South, South St. Paul, MN 55075  
(651) 457-9473

This employee coordinates the school district's efforts to comply with and carry out its responsibilities under Title IX.

- G. Any student, parent or guardian having questions regarding the application of Title IX and its regulations and/or this policy should discuss them with the Title IX coordinator. Questions relating solely to Title IX and its regulations may be referred to the Assistant Secretary for Civil Rights of the United States Department of Education. In the absence of a specific designee, an inquiry or complaint should be referred to the superintendent or the school district human rights officer.
- H. Any reports of unlawful discrimination under this policy will be handled, investigated and acted upon in the manner specified in Policy 522.

**Legal References:** Minn. Stat. § 363A (Minnesota Human Rights Act)  
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)  
34 C.F.R. Part 106 (Implementing Regulations of Title IX)

**Cross References:** MSBA/MASA Model Policy 102 (Equal Educational Opportunity)  
MSBA/MASA Model Policy 413 (Harassment and Violence)  
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination Policy, Grievance Procedure and Process)

*Adopted: August 27, 2018*

*Revised: 5/26/20; 6/14/21; 6/27/22; 6/26/23*

## **801.1 NAMING OF DISTRICT FACILITIES**

### **I. PURPOSE**

The purpose of this policy is to establish the authority for naming or renaming any building, property or portion of property owned by the South St. Paul Public Schools, Special School District 6.

### **II. GENERAL STATEMENT OF POLICY**

The School District recognizes the importance and significance of naming school district facilities and educational programs. The District will follow policy procedures when reviewing and acting upon all nominations. Facilities are district-owned buildings and properties and include spaces within buildings as well as outdoor fields, streets and areas. Educational programs are district-approved learning opportunities that support a specific need or learning goal identified by the District.

It is the responsibility of the South St. Paul School Board to name or rename any facility owned by or educational program operated by the District.

### **III. PLANNING COMMITTEE**

- A. If it is determined that a building, site, athletic and/or activity facility should be named or renamed, the superintendent of schools will establish a committee consisting of the following: communications director, building principal or director, two members of the staff, and if applicable, students and members of the community.
- B. When naming buildings, sites, athletic and/or activity facilities, or educational programs, the committee shall represent the entire school district.
- C. The committee shall research all necessary historical and community based information, to include available public records and data, to consider when naming facilities.
- D. The committee may solicit suggestions from the staff and as appropriate, students and members of the community for naming or renaming of a building, site, athletic and/or activity facility.
- E. The committee shall make a recommendation to the superintendent of schools and include the following in their recommendation:
  - 1. A summary of the research of historical and community based information
  - 2. A summary of the suggestions/comments received from staff and as appropriate, students and members of the community.

3. Examples of the guiding principles for character, contributions, achievements, and/or employment status that the recommended name exemplifies.

- F. The Superintendent of Schools makes the final determination to bring forth the recommendation to the South St. Paul School Board.

#### **IV. GUIDING PRINCIPLES FOR NAMING SCHOOL BUILDINGS AND FACILITIES**

The following guiding principles will be applied when considering the naming of any school property after a person; the individual must embody one or more of the following categories:

##### **A. Good Character**

1. Be a positive role model for students and staff
2. Exhibit behavior worthy of student emulation and imitation
3. Demonstrates character, which exemplifies and is consistent with the Mission of the District.

##### **B. Contribution**

1. Have made significant contributions, above and beyond, which supports the education of students through the District's mission, and impacts numerous youth, the school district, the greater South St. Paul community, the state of Minnesota, and/or nation

##### **C. Achievements**

1. Have made significant achievements, above and beyond, which support the education of students through the District's Mission, and impacts numerous youth, the school district, the greater South St. Paul community, the state of Minnesota, and/or nation

#### **V. RENAMING AND REVOCATION OF SCHOOL FACILITIES**

##### **A. Renaming**

1. The School Board reserves the right to rename any asset of the school facility. Renamings shall be consistent with the review, guiding principles, and approval of process for naming in accordance with this policy.

##### **B. Revocation**

1. The School Board reserves the right to revoke a naming if for any reason it presents risk or harm to the reputation of the school district, or if the intent of a gift of terms of a sponsorship associated with the naming cannot be fulfilled.

#### **VI. IMPLEMENTATION**

##### **A. Legal Review**

1. The District's legal counsel must review all gift agreements or contracts involving a naming prior to school board approval.

B. Administration

1. The superintendent shall establish and maintain administrative policies and procedures to implement this policy.

***Legal References:*** 20 U.S.C. §§ 4071-74 (Equal Access Act)  
20 U.S.C. § 7905 (Boy Scouts of America Equal Access Act)

***Cross References:*** MSBA/MASA Model Policy 902 (Use of School District Facilities and Equipment)  
District Policy 905 (Advertising)



Adopted: January 10, 2005

MSBA/MASA Model Policy 903

Orig. 1995

Revised: 11/28/011; 1/14/19; 6/28/21; 2/24/25

Rev. 2022~~17~~

## 903 VISITORS TO SCHOOL DISTRICT PROPERTIES AND FACILITIES

### I. PURPOSE

The purpose of this policy is to establish rules and procedures governing visits to District properties and facilities.

### II. GENERAL STATEMENT OF POLICY

- A. The school board encourages interest on the part of parents and community members in school programs and student activities ~~our facilities and on our properties~~. The school board welcomes visits to school buildings and school property by parents and community members provided the visits are consistent with the health, education and safety of students and employees and are conducted within the procedures and requirements established by the school district. ~~At the same time, the School Board recognizes that reasonable restrictions must be placed on visits to District facilities in order to maintain an environment that is safe and conducive to learning and working. The School Board adopted this policy after considering and weighing these and other social, political, economic and educational factors.~~
- B. The school board reaffirms its position on the importance of maintaining a school environment that is safe for students and employees and free of activity that may be disruptive to the student learning process or employee working environment.

### III. POST-SECONDARY ENROLLMENT OPTIONS STUDENTS

- A. A student enrolled in a post-secondary enrollment options course may remain at the school site during regular school hours in accordance with established procedures.
- B. A student enrolled in a post-secondary enrollment options course may be provided with reasonable access, during regular school hours, to a computer and other technology resources that the student needs to complete coursework for a post-secondary enrollment course in accordance with established procedures.

### IV. RESPONSIBILITY

- A. The school district administration shall present recommended visitor and post-secondary enrollment options, student procedures and requirements to the school board for review and approval. The procedures should reflect input from employees, students and advisory groups, and shall be communicated to the school community and the general public. Upon approval by the school board, such procedures and requirements shall be an addendum to this policy.



- B. The superintendent shall be responsible for providing coordination that may be needed throughout the process and providing for periodic school board review and approval of the procedures.

## V. VISITOR LIMITATIONS

- A. An individual, post-secondary enrollment options student, or group may be denied permission to visit a school or school property or such permission may be revoked if the visitor(s) does not comply with the school district procedures and regulations or if the visit is not in the best interest of students, employees or the school district.
- B. Visitors, including post-secondary enrollment options students, are authorized to park vehicles on school property at times and in locations specified in the approved visitor procedures and requirements which are an addendum to this policy or as otherwise specifically authorized by school officials. When unauthorized vehicles of visitors are parked on school property, school officials may:
1. move the vehicle or require the driver or other person in charge of the vehicle to move it off school district property; or
  2. if unattended, provide for the removal of the vehicle, at the expense of the owner or operator, to the nearest convenient garage or other place of safety off of school property.
- C. An individual, post-secondary enrollment options student, or group who enters school property without complying with the procedures and requirements may be guilty of criminal trespass and thus subject to criminal penalty. Such persons may be detained by the school principal or a person designated by the school principal in a reasonable manner for a reasonable period of time pending the arrival of a police officer.

## VI. DEFINITIONS

- A. "Central administrator" means the superintendent or any director with districtwide responsibilities.
- B. "District facility" means any building that is owned, leased, or operated by the district.
- C. "District property" means any real property that is owned, leased, or operated by the district, including but not limited to, athletic stadiums and athletic fields.
- D. "Parent" means a biological parent, adoptive parent, legal guardian, or conservator.



E. “School building” means any district facility where a program of education is offered to preschool, elementary school, middle school, or high school students, including an alternative school.

F. “Visitor” means any person who enters a District facility during the regular school year between the regular hours of operation except for the following: enrolled students who are in the facility to attend school, to participate in a school sponsored event or activity, or to attend a meeting of a student-initiated, non-curriculum related group that is recognized by the District; employees who are assigned to work at the facility or are otherwise authorized to enter the facility; volunteers who have been assigned to be in the facility at the time of the visit; and central administrators.

## VII. PROCEDURES

A. **Visitor Procedures.** All visitors must comply with the following procedures when entering a District facility, unless they are attending an event or activity that is open to the public, such as parent-teacher conferences, a school board meeting, or an athletic contest:

1. Immediately upon entering a District facility, all visitors must report to the administrative office or reception desk. Signage to this effect must be prominently displayed on or near all unlocked doors to the facility.
2. Upon reporting to the administrative office or reception desk, all visitors must complete a form that requires them to do the following: print and sign their names, state the purpose of their visit, state the time of their arrival, and state the location of the building in which the visit will occur.
3. Subject to the requirements of this policy, parents may observe their child in the classroom for up to two hours on two occasions per school year. Parents who wish to observe their children in the classroom during the regular school day must schedule the visit at least three (3) school days in advance with the building principal. A central administrator, building principal, assistant principal, or designee may reschedule or terminate any visit in the event of an emergency or unforeseen circumstance.
4. A central administrator or building principal may impose additional restrictions on any parent who has caused a disruption in a District facility.
5. A central administrator, the building principal, an assistant principal, or a designee will follow this policy in determining whether or not permission will be granted for a visit to a school building. A central administrator will follow this policy in determining whether or not permission will be granted for a visit to a District facility that is not a school building.
6. If permission for a visit is granted, the visitor will be given a visitor’s identification badge stating the visitor’s name and the location in the building where the visit will occur.



7. All visitors must wear the issued visitor identification badge in a conspicuous location at all times while in a District facility.

8. If a school employee sees a visitor in a school building without a visitor's identification badge, the employee must either escort the visitor to the administrative office or immediately notify the administrative office of the presence of the visitor.

9. Upon completing a visit, a visitor must return to the administrative office or reception desk, return the visitor's identification badge, sign his/her name on the same form that was signed upon entering the building, and state the time of his/her departure.

**B. Parent Procedures for Communicating with Children.** The District recognizes that under limited circumstances parents may occasionally need to communicate with their children during the school day. When this need arises, parents must follow one of the following procedures:

1. Parents may call the office and ask to speak with their child. School staff will then locate the child and instruct the child to come to the office to speak with the parent by telephone. This may occur by making an announcement over the school's intercom system. Students generally will not be permitted to place or receive a call from a classroom.

2. Parents may enter the administrative office of a school building and ask the office staff to call their child to the office. Parents may not go directly to a classroom or to any other location in a District facility without complying with the Visitor Procedures stated in this policy.

3. Students will not be permitted to make calls or receive calls on personal cell phones during any class period.

**C. Administrative Procedures in Response to Inappropriate Conduct.** Central administrators, building principals, assistant principals, and designees are encouraged to take the following steps when a visitor violates this policy or engages in any other inappropriate conduct:

1. Notify the offending visitor that his or her conduct is inappropriate.

2. Notify the offending visitor that if the conduct does not cease immediately, the visitor will be required to leave the building.

3. Notify the offending visitor that he or she is required to immediately leave the building.

4. Contact law enforcement.

5. Document the incident.



6. Take other action that the central administrator, building principal, assistant principal, or designee reasonably deems to be prudent or necessary in order to: (a) protect the safety of students, staff, or school property; (b) maintain an environment that is conducive to learning and working; and (c) maintain an environment that is free from all forms of abusive and disruptive conduct.

7. Any step or steps of this procedure may be skipped or addressed at a later time if the central administrator, building principal, assistant principal, or designee determines, in the exercise of his or her professional judgment, that immediate removal of the offending visitor is in the best interests of the students or the staff.

## VIII. RULES OF CONDUCT FOR VISITORS

A. **Required Conduct.** All visitors must demonstrate respect and civility when interacting with other individuals during a visit. In addition, all visitors must immediately comply with any and all lawful directives given by a District employee, including a directive to leave the building.

B. **Prohibited Conduct.** Visitors must not do any of the following during a visit:

1. Violate any law;
2. Violate any District or school policy, regulation, rule, or procedure;
3. Make any threat or engage in any threatening or intimidating behavior;
4. Engage in any conduct that is designed to intimidate another person or that could reasonably be perceived as being designed to intimidate another person;
5. Demonstrate hostility toward another person;
6. Engage in conduct that is objectively rude;
7. Use any obscene or foul language;
8. Make or participate in making any personal attacks against another person;
9. Make or participate in making any objectively disrespectful, demeaning, disparaging, or insulting comments or statements about or to another person;
10. Make unwelcome physical contact with any person other than their own child, unless the physical contact is part of the normal greeting process, such as a handshake, or is reasonably necessary to prevent imminent harm to another person or serious harm to property;



11. Photograph, film, or otherwise create an audio or video record of any students, employees, or volunteers of the District, unless the visitor is on District property or in a limited part of a District facility to attend an event or activity that is open to the public, such as a school board meeting or an athletic contest;
12. Enter onto school property while impaired from the use of alcohol or any other chemical;
13. Create or participate in creating a disruption to the learning or working environment. Examples of disruptive behavior include, but are not limited to, using a raised voice, shouting, or yelling; swearing; talking with a teacher, classroom aide, or a student while observing in a classroom; using or allowing a cellular device make noise in the classroom; and engaging in other conduct that interrupts a lesson while observing in a classroom;

## **IX. — GROUNDS FOR DENYING A REQUEST TO VISIT**

**A. — Parent Visits for Purpose Other than Classroom Observation.** A central administrator, a building principal, an assistant principal, or a designee may deny permission for a parent to visit any part of a District facility if the central administrator, the principal, the assistant principal, or the designee determines that:

1. The parent has refused or failed to comply with any part of this policy;
2. The parent violated any rule or procedure of this policy while visiting a District facility on a prior occasion during the school year;
3. The requested date or time for the visit is educationally inappropriate or inconvenient;
4. The parent has created a disruption during a prior visit and is likely to create a disruption if permitted to visit again;
5. The parent's presence in the District facility is not in the best interests of student or staff;
6. The parent presents a risk of harm to a student, to a staff member, or to District property;
7. The parent's parental rights have been terminated or the parent does not have physical custody or visitation rights during the school day or the period of time when the parent wants to visit the District facility; or
8. The parent's actions or words suggest that the parent is impaired from using alcohol or another chemical;

**B. — Classroom Observations by a Parent.** A central administrator, the building principal, an assistant principal, or a designee may deny a parent's request to observe his or her child in the



classroom, or may revoke permission for such a visit, if the central administrator, principal, assistant principal, or designee determines that:

1. Any of the reasons for denying a visit in Section V(A) of this policy have been met;
2. The parent has failed or refused to schedule the classroom observation in advance;
3. The parent observed in the classroom on a prior occasion during the school year and created a disruption;
4. The requested date or time for the observation is educationally inappropriate or inconvenient, such as when a test is being administered, when a substitute teacher or guest speaker is present, or when students are attending an assembly or going on a field trip;
5. The parent has already observed the child in the classroom on two occasions during the school year;
6. The parent's presence in the classroom is not in the best interests of the student, other children, or staff.

**C. Classroom Observations by an Independent Examiner.** If the parent of a special education student requests an independent educational evaluation (IEE) or hires an independent examiner to evaluate a child, and the parent requests that the independent examiner be permitted to observe the child in the classroom, the District will allow the independent examiner to visit and observe the student in the classroom to the extent permitted by law, provided that the independent examiner complies all provisions of this policy and does not create a disruption. The District may assign a staff member to accompany an independent examiner during all observations. An independent examiner may not interview any students at school or any District employees without prior written permission from the District. A District representative will be present during any interviews.

**D. Parent's Right to Appeal.** If a parent believes that a request to visit a District facility has been improperly denied, the parent may submit a written appeal to the Superintendent. The decision of the Superintendent, or a designee of the Superintendent, is final.

**E. Visits by Third Parties.** A central administrator, a building principal, an assistant principal, or a designee may, as he or she sees fit, deny a visitor's request to visit any part of a District facility if the visitor is not a parent of a child who attends school in the facility.

#### **X. PARKING**

During school hours, visitors must park their vehicles in spaces designated for visitors. Vehicles that are parked in unauthorized spaces may be towed to a different location at the vehicle owner's expense.



## **XI. — PENALTIES**

Permission to be in a district facility is conditioned upon compliance with this policy. Pursuant to Minnesota Statutes section 609.605, subdivision 4, any person who violates this policy may be found guilty of a misdemeanor. Such persons may be detained by the school principal or a person designated by the school principal in a reasonable manner and for a reasonable period of time pending the arrival of a law enforcement officer. In addition to imposing other consequences specified in this policy, a central administrator, building principal, or assistant principal may issue an order prohibiting a person from entering onto school property.

**Legal References:** Minn. Stat. § 123B.02 (General Powers of Independent School Districts)  
Minn. Stat. § 609.605, Subd. 4 (Trespasses on School Property)

**Cross References:** None



**SOUTH ST. PAUL PUBLIC SCHOOLS**  
School Board Agenda Item

**Meeting Date:** February 24, 2025

**Place on Agenda:** Business Item

**Action Requested:** Approval

**Attachment:** MSHSL Application for Cooperative Sponsorship

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Topic:</b> Girls' Hockey Co-op                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Presenter(s):</b> Brady Krueger, Activities Director                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Background:</b> <p>The South St Paul Activities Department is seeking board approval to establish the following cooperative agreement for Girls Hockey.</p> <p>South St Paul and New Life Academy are seeking approval to form a co-operative partnership in girls hockey that will compete in the Metro East Conference and Section 4A. New Life Academy is seeking to establish new co-op agreements with South St. Paul in girl's' hockey for the following reasons:</p> <ol style="list-style-type: none"><li>1. New Life Academy would like for both girls and boys to be able to participate in hockey at South St Paul. The logistics of communication, travel, and practice will be improved by this new arrangement. South St. Paul is only a ten-minute drive from our campus at New Life Academy. Additionally, we believe it will help create a greater sense of unity amongst the athletes and families to have our girls' programs be part of the hockey program at South St. Paul.</li><li>2. New Life also believes that it provides more opportunities for our students to compete at a level that more closely matches their skill level and ability. We want to provide opportunities for our athletes to play the sports they love, and we believe that this new co-op will help achieve that goal.</li><li>3. South St Pauls hockey participation numbers have begun to decline and is anticipating a large drop in participation in girls hockey in the next few years</li></ol> |
| <b>Recommendation:</b> <p>Administration recommends the approval of the cooperative agreement for Girls Hockey between South St. Paul and New Life Academy.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Alternatives:</b> <p>Do not approve and direct administration with next steps.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

## Application for Cooperative Sponsorship

**Deadline: Not later than 30 days prior to the first day of practice for that sport season.**  
PLEASE SEE BYLAW 403.2 (A-C) and 403.4 (A-D) (amended May 15, 2017) FOR INFORMATION REGARDING REQUIRED DOCUMENTATION AND APPLICATION PROCEDURE

The governing boards of each participating school must jointly make application for cooperative sponsorship.

On behalf of the following schools, we hereby apply for cooperative sponsorship of Girls Hockey beginning with the 20 25 - 20 26 school year. (activity) (boys' or girls') (Adapted-CI or PI)

List **ALL** schools included in the cooperative sponsorship. *Attach another form if necessary.*

|                 | School           | Enrollment (9-12)* | City          | Administrative Region** | Competitive Section** |
|-----------------|------------------|--------------------|---------------|-------------------------|-----------------------|
| High School #1: | South St Paul    | 720                | South St Paul | 3AA                     | 4A                    |
| High School #2: | New Life Academy | 209                | Woodbury      | 4A                      | N/A                   |
| High School #3: |                  |                    |               |                         |                       |
| High School #4: |                  |                    |               |                         |                       |

\*Enrollment reported to the State of Minnesota on October 1 of the previous school year.

\*\*Current (Number and Class)

- Do any of the above schools belong to a conference in this activity?  
☒ **Yes** This application must include a review and comments from the conference(s) of which the schools are members.  
☐ **No**
- Do any of the above schools currently have a cooperative agreement in this activity?  
☒ **Yes** An application for dissolution must be submitted for the existing agreement.  
☐ **No**
- Describe the conditions which have prompted your request to co-sponsor this activity. (See model resolution at [www.mshsl.org/About/MSHSL/Membership Information: A History & Model Resolution for School Boards](http://www.mshsl.org/About/MSHSL/Membership%20Information%20A%20History%20&%20Model%20Resolution%20for%20School%20Boards))

- List the number of students, by grade level, who participated in this activity during the previous year. *If the school did not sponsor the program last year, indicate the number of students expected to participate in this cooperatively-sponsored activity this year if approved.*

|                | 7th | 8th | 9th | 10th | 11th | 12th |
|----------------|-----|-----|-----|------|------|------|
| High School #1 | 2   | 2   | 3   | 10   | 9    | 5    |
| High School #2 | 0   | 1   | 1   | 0    | 0    | 0    |
| High School #3 |     |     |     |      |      |      |
| High School #4 |     |     |     |      |      |      |

- Team Identification: (Indicate how cooped schools should be identified in tournament programs): South St Paul \_\_\_\_\_

- Team Colors: Maroon and White Team Mascot: Packers

- Host School (school that will receive revenue share check): South St Paul

| Board of Education (or designee) | School | Date  |
|----------------------------------|--------|-------|
| Signed _____                     | _____  | _____ |
| Signed _____                     | _____  | _____ |
| Signed _____                     | _____  | _____ |
| Signed _____                     | _____  | _____ |

### Official Action of the MSHSL Board of Directors

☐ Approved
 ☐ Not Approved

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 MSHSL Executive Director

**Background:**

The South St Paul Activities Department is seeking board approval to establish the following cooperative agreement.

1) Girls Hockey

South St Paul and New Life Academy are seeking approval to form a co-operative partnership in girls hockey that will compete in the Metro East Conference and Section 4A. New Life Academy is seeking to establish new co-op agreements with South St. Paul in girl's' hockey for the following reasons:

1. New Life Academy would like for both girls and boys to be able to participate in hockey at South St Paul. The logistics of communication, travel, and practice will be improved by this new arrangement. South St. Paul is only a ten-minute drive from our campus at New Life Academy. Additionally, we believe it will help create a greater sense of unity amongst the athletes and families to have our girls' programs be part of the hockey program at South St. Paul.
2. New Life also believes that it provides more opportunities for our students to compete at a level that more closely matches their skill level and ability. We want to provide opportunities for our athletes to play the sports they love, and we believe that this new co-op will help achieve that goal.
3. South St Pauls hockey participation numbers have begun to decline and is anticipating a large drop in participation in girls hockey in the next few years

# METRO EAST CONFERENCE

## *Cooperative Sponsorship of Athletics/Activities by Member Schools*

Cooperative sponsorship proposals must be brought before the Metro East Athletics/Activities Directors for review and approval. Cooperative sponsorship activities by member schools may be allowed for participation in MEC contests under the following conditions:

- A. Circumstances/conditions for consideration may include:
  - 1. New start-up program or a new school opening
  - 2. Lack of numbers of participants
  - 3. Cooperative sponsorships will only be considered for in-district schools or charter schools in which the student(s) resides in the district for which they are applying for the cooperative sponsorship. Charter schools may have more than one cooperative sponsorship agreement for each activity within the same season.
  - 4. Exceptions to the above will require a 2/3rds majority vote of member schools
- B. Circumstances/conditions not to be considered – Budget concerns.
  - 1. Exceptional circumstances may be considered by the MEC.
  - 2. Individual team members of cooperative sponsored teams will be eligible for all conference awards.
  - 3. All timelines for cooperative sponsorships must meet MSHSL guidelines. Schools may apply for cooperative sponsorships up to the start of a season.
  - 4. A two-thirds (2/3rds) vote of the Athletics Directors will be required for approval.

400.00 BYLAWS:

ADMINISTRATION OF ATHLETIC PROGRAMS

BYLAW 401.00

CHEERLEADING

Cheerleaders will be required to qualify under the following eligibility bylaws: Age, 101.00; Credit Requirements, 103.00; Enrollment, 104.00; Physical Examination, 107.00; Seasons, 109.00; Semesters, 110.00 and Chemical, 205.00.

*Note: Board Policy indicates Bylaw 206 Good Standing and General Eligibility Requirements is now applicable.*

BYLAW 402.00

CONTEST RULES

The following rules, except as modified by the League, shall govern all interschool competition in the respective sport or activity. League rule modifications are printed in the current Athletic Rules and Policies Manual in the section designated for each activity. The Rules and Policies Manual is available on the League website.

1. National Federation Rules Books:
- |                       |                   |                           |
|-----------------------|-------------------|---------------------------|
| Baseball              | Gymnastics, Girls | Softball, Girls Fastpitch |
| Basketball            | Hockey            | Swimming and Diving       |
| Cheerleading (Spirit) | Lacrosse, Boys    | Track and Field           |
| Cross Country Running | Lacrosse, Girls   | Volleyball                |
| Football              | Soccer            | Wrestling                 |
2. Sport Association Rules Books:
- |                              |                                                                                                      |
|------------------------------|------------------------------------------------------------------------------------------------------|
| Badminton, Girls             | United States Badminton Association's Official Rules of Play and Court Officials Handbook            |
| Golf                         | United States Golf Association                                                                       |
| Tennis                       | United States Tennis Association                                                                     |
| Skiing                       | Federation International de Ski & National Collegiate Athletic Association                           |
| Synchronized Swimming, Girls | United States of America Artistic Swimming as modified and approved by the League Board of Directors |
3. Dance Team
- Competition rules as adapted by the League Board of Directors
4. Adapted Bowling
- Competition rules as adapted by the League Board of Directors
5. Adapted Team Sports:
- |              |                                                        |
|--------------|--------------------------------------------------------|
| Soccer       | NFHS rules as adapted by the League Board of Directors |
| Floor Hockey | NFHS rules as adapted by the League Board of Directors |
| Softball     | NFHS rules as adapted by the League Board of Directors |

BYLAW 403.00

COOPERATIVE SPONSORSHIP OF AN ACTIVITY  
BY TWO OR MORE MEMBER SCHOOLS

**Purpose of Cooperative Sponsorships (11/17/20)**

Cooperative Sponsorships of MSHSL programs are established for the purpose of creating, growing, and maintaining education-based opportunities through programs that provide access for all students to a broad range of activities. These agreements support student participation in programs that are sustainable (financial, participation numbers, other etc.), have access to suitable facilities, provide appropriate levels of competition, and create communities for students. Through these agreements, member schools are expected to promote cooperation, partnership, sportsmanship and the beliefs of the MSHSL.

Cooperative sponsorship of an activity by two or more member schools will be considered under the following conditions. Class A and Class AA refers to the school size for placement into Administrative Regions and does not refer to the tournament classification to which a school may be assigned for a particular sport. For purposes of administering this bylaw, the largest 128 schools by enrollment shall be Class AA, and the rest of the schools shall be Class A.

A. When any member school cooperatively sponsors an activity with any other member school(s), 100% of the total enrollment of the largest member school in the co-op and 50% of the enrollment of the other member school(s) in the co-op school be combined to determine the appropriate competitive classification.

*For the purposes of the competitive section placement process, the geographic location of the cooperative sponsorship will be the geographic location of the school with the largest MSHSL enrollment.*

Cooperative sponsorship between two or more member schools.

MSHSL Sponsored Activities:

|                            |                       |                                |
|----------------------------|-----------------------|--------------------------------|
| badminton, Girls           | Floor Hockey, Adapted | One Act Play                   |
| baseball                   | Football              | Skiing, Alpine, B/G            |
| basketball, B/G            | Golf, B/G             | Skiing, Nordic Ski Racing, B/G |
| bowling, Adapted           | Gymnastics, Girls     | Soccer, Adapted                |
| cross Country Running, B/G | Hockey, B/G           | Soccer, B/G                    |
| dance Team                 | Lacrosse, B/G         | Softball, Adapted              |
| debate                     | Music                 | Softball, Girls Fastpitch      |

Speech  
Swimming and Diving, B/G  
Synchronized Swimming, Girls

Tennis, B/G  
Visual Arts

Volleyball, B/G  
Wrestling

## 2. Newly formed Cooperative Sponsorships

A. Each school that wishes to cooperatively sponsor an MSHSL activity must provide:

- 1) the documented need for the co-op including participation numbers for each school at all grade levels 7-12, facilities available, financial impacts or benefits and appropriate student data that indicates interest in the program.
- 2) a summary of the steps each school has taken to promote participation in the activity for which a cooperative sponsorship is proposed and what is the future intent of the program.
- 3) a written review and comment regarding the proposed cooperative sponsorship from:
  - a) the AD of each member school of the conference/conferences in which the proposed cooperative sponsorship school(s) participates.
  - b) the AD of each school in the most current competitive section or sub-section in which the proposed cooperative sponsorship will participate.
  - c) the Secretary of the Region Committee in which the largest school in the proposed cooperative sponsorship competes as reviewed at a Region Committee meeting OR by contacting the Region Committee members, individually, for their response.

In each instance in letters a-c above, a simple majority of the schools in the conference, section(s) and the Region Committee must approve the proposed cooperatively sponsored activity before any of the required information can be submitted to the MSHSL office.

- 4) any other information as may be deemed informative for the MSHSL Board of Directors in making a final determination regarding the proposed cooperative sponsorship.

B. Appeal to Add a Cooperative Sponsorship:

The League Board of Directors will provide a hearing process for any member school requesting an exception to any cooperative sponsorship not approved per MSHSL Bylaw 403.2.A or 403.4.B. The request for a hearing shall be submitted in writing and sent to the Executive Director of the Minnesota State High School League prior to the first day of that sport season.

C. Appeal to Review an Existing Cooperative Sponsorship:

By October 15th of the school year in which the League completes the two-year competitive placement cycle, any conference or school(s) within the section in which members of the cooperative sponsorship competes can request a review in writing of any existing cooperative sponsorship to the Executive Director of the MSHSL provided the reason for the request fully details why the Board of Directors should consider such review of the cooperative sponsorship. The process for a review of an existing cooperative sponsorship is available through the League Office.

## 3. Cooperative Sponsorship with Charter Schools (Non-Exclusive Cooperative Sponsorship)

Charter schools who are members of the Minnesota State High School League and who are organized as prescribed by M.S. 124E.03 may have multiple non-exclusive cooperative sponsorships in the same League-sponsored activity with public schools provided that:

- A. The Charter School does not have its own team in that activity;
- B. The Charter School student(s) return(s) to the public school in the attendance area of the public school where the student(s) officially resides with his/her parent(s) or guardian(s);
- C. The Charter Schools, on behalf of the student(s) officially enrolled in the Charter School, comply with all of the eligibility and financial requirements prescribed by the public school in the attendance area where the student(s) officially resides with his/her parent(s) or guardian(s).
- D. The boards of education of the public school(s) and the Charter School agree to cooperatively sponsor the activity and complete the required League cooperative sponsorship form(s).

## 4. Application Procedure

- A. Each member school participating in a cooperative sponsorship must register and pay as an individual school to participate in each cooperatively sponsored activity.
- B. The governing boards of participating member schools must jointly make the application to the League Board of Directors.
  - 1) The request must include a resolution adopted by each board of education stating the purpose for sponsoring a joint team or activity.
  - 2) Each application for a cooperative sponsorship must include the requirements as identified in 403.2.A.
  - 3) **Deadline for Application:** Requests for a cooperative sponsorship must be submitted to the League not later than 30 days prior to the first day of practice for that sport season to be considered for that sport season. Decisions for applications for cooperative sponsorship activities will be determined by the League at the next Board of Directors meeting.
- C. Cooperative sponsorship agreements must be for a minimum of two years. Cooperative sponsorship agreements will be continuous following the first two-year agreement unless an application for dissolution is submitted as outlined in MSHSL Bylaw 403.8.
- D. Any member school(s) who add a co-op later than 30 days prior to the first day of practice in that sport may request the Board of Directors to review the request as identified in 403.2.B.

## 5. Transfers Between Schools with Cooperative Programs

When a student transfers from one school to another school that cooperatively sponsor a program or programs the student shall remain fully eligible in all programs that are cooperatively sponsored. MSHSL Bylaw 111—Transfer and Residence, shall be used to determine the student's eligibility for the programs that are not cooperatively sponsored.

*Continued on Page 70*



**SOUTH ST. PAUL PUBLIC SCHOOLS**  
School Board Agenda Item

**Meeting Date:** February 24, 2025

**Place on Agenda:** Business Meeting

**Action Requested:** Acceptance

**Attachment:** NAPAC Resolution of Non-Concurrence Statement

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Topic: NAPAC Annual Compliance</b> (The Resolution of Concurrence or Nonconcurrence)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Presenter(s):</b> Lesly Gámez                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Background:</b><br><br>Prior to March 1 of each year, the Native American Parent Advisory Committee (NAPAC) must meet to discuss whether or not they concur with the educational offerings extended by the district to American Indian students. This year, after reviewing the district's efforts, the NAPAC voted and issued a resolution of non-concurrence, determining that the district and/or school board has not fully met the needs of American Indian students. As a result, the NAPAC has formally expressed their concerns and will work with the district to address these gaps moving forward. |
| <b>Recommendation:</b><br><br>Administration recommends the Board formally accept the vote decision that was discussed with the Native American Parent Advisory Committee (NAPAC) in the February 10, 2025 Board Meeting.                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Alternatives:</b><br><br>N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

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## **Native American Parent Advisory Committee (NAPAC)**

### **2025 Resolution of Non-Concurrence**

**January 27, 2025**

The Native American Parent Advisory Committee (NAPAC) is committed to addressing the persistent achievement gap between Native American students and their peers in South St. Paul Public Schools. Despite some improvements, data continues to show underperformance in the following areas:

- Academic achievement
- Daily attendance
- Graduation rates

#### **Key Concerns:**

- The achievement gap remains significant, indicating that Native American students are not showing continuous academic improvement.
- Lack of accurate data collection over recent years exacerbates the issue and prevents targeted interventions.

#### **Recommendations for Addressing Disparities:**

##### **1. Develop and Implement 506 Tracking System:**

- Establish an accurate tracking system to monitor Native American students' progress and ensure their success.

##### **2. Social Worker Support for Attendance Needs:**

- Assign social workers to visit and support students with attendance concerns, ensuring better engagement.

##### **3. Hire Additional Part-Time Staff for AIE Office:**

- Hire additional staff to assist in student and family support, and advocate for students during disciplinary actions/hearings.

##### **4. Quarterly Follow-Up with Guidance Counselors:**

- Ensure quarterly meetings with high school students and parents to monitor progress toward graduation and provide necessary support.

##### **5. Accurate Data Collection:**

- Acknowledge and correct past data collection inaccuracies.
- Ensure all data is accurately reported to track annual progress and identify areas for improvement.

## 6. District Funding for MDE AIE Grant:

- Secure district funding to match the MDE AIE Grant to ensure Native American students receive equitable educational supports.

### Feedback on 2025 Vote:

- **Improvements Recognized:**

- Acknowledgement of inaccurate data collection practices and the district's efforts to address these issues.

- **Areas for Growth:**

- **Cultural Liaison Position:** The position was unfilled for most of the year, and the committee believes the responsibilities should not fall solely on part-time staff. A full-time position would allow for a greater impact.
- **Continued Focus on Data and Tracking:** There remains a need to further strengthen the systems for tracking Native American student progress.

**Conclusion:** While progress has been made, the Native American Parent Advisory Committee urges the district to prioritize the recommendations outlined above. These changes will help close the achievement gap, ensure better data practices, and provide the necessary support for Native American students to succeed academically and socially in South St. Paul Public Schools.



## SOUTH ST. PAUL PUBLIC SCHOOLS

### School Board Agenda Item

**Meeting Date:** February 24, 2025

**Place on Agenda:** Business Item

**Action Requested:** Approval

**Attachment:** Joint Powers Agreement for School Wellness between the County of Dakota and Special School District 6

**Topic:** SHIP Grant Joint Powers Agreement

**Presenter(s):** Jennifer Sexauer, Lincoln Center Assistant Principal

**Background:**

Lincoln Center has been partnering with our school's PTA and Dakota County to secure funding to build an outdoor classroom. This evening we are seeking the Board's approval of the Joint Powers Agreement with Dakota County for this project.

Our hope is to create space that allows not only our science classes, but all of our classrooms to step outside in a dedicated area to explore learning and make connections in nature. The plan includes an area framed by our school gardens, with seating for approximately 35-40 students, a space for instruction and displays as well as raised beds for planting and growing.

This space will be wheelchair accessible and the base will be able to be maintained even in the winter. The Dakota County SHIP grant will provide Lincoln Center with initial funding to begin framing the space by expanding our school gardens and supplying materials to enhance our science curriculum. The grant also provides funding for an overhang/canopy to protect the space from the elements. Additionally, we will purchase benches, tables and other materials to create comfortable seating areas for students.

In an increasingly technological world, it is more important than ever that all students have time outside to learn, play, and build social skills among their peers. A large majority of our students participate in science and/or health and nutrition classes and will benefit from access to the outdoor school gardens. We know that outdoor learning:

- Helps students build positive relationships with their own bodies, their classmates, and the natural environment.
- Welcomes diverse learning styles and removes barriers to student success—students who struggle to connect with traditional classroom instruction may flourish in an outdoor setting where they can tap into all of their senses, move their body, and explore concepts in new ways.
- Promotes mental health and wellbeing, as research shows students are less stressed and more focused when learning involves fresh air and natural sunlight.
- Can be adapted to meet the needs of students with differing abilities.

Our hope is to have a substantial portion of the outdoor classroom started by the 2025-2026 school year. Lincoln Center is committed to providing the very best in elementary education and engaging students in fun, meaningful, hands-on learning experiences. This project will foster creativity, encourage physical activity, wellbeing, and inspire a deeper connection to nature.

**Recommendation:**

Administration recommends the approval of the Joint Powers Agreement for School Wellness between the County of Dakota and Special School District 6.

**Alternatives:**

Do not approve and direct administration with next steps.

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**JOINT POWERS AGREEMENT FOR SCHOOL WELLNESS  
BETWEEN THE COUNTY OF DAKOTA AND  
SPECIAL SCHOOL DISTRICT 6**

This Joint Powers Agreement (“Agreement”) is entered into by and between the County of Dakota, a political subdivision of the State of Minnesota, by and through its Department of Public Health, and Special School District 6, 104-5th Ave. So., South St. Paul, MN 55075 (“School District” or “Contractor”), by and through their respective governing bodies.

**RECITALS**

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

**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;

**WHEREAS**, the County has received a grant of monies from the State of Minnesota acting through the Minnesota Department of Health Grant Project Agreement No. 183510 for implementation of the County’s Statewide Health Improvement Program (“SHIP”);

**WHEREAS**, the County is permitted to make sub-grants of its SHIP funds and the County has solicited and considered grant applications from entities for use of such funds; and

**WHEREAS**, the County has awarded School District with SHIP funds described herein based the grant expenditures outlined in Exhibit 2, Service grid.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein, the County and School District hereby agree as follows:

1. Effective Date. This Agreement shall be effective as of the later date of signature by the parties.
2. Purpose. The purpose of this Agreement is to provide funding by the County to the School District so that the School District may participate in the Dakota County SHIP School Wellness program. All funds provided by the County are to be used by the School District solely for the purposes described in Exhibit 2, Service Grid.
3. School District obligations under State Contracts. The grant funds provided to School District under this agreement are subject to the terms and conditions contained in both the Master Grant Contract between Dakota County and the State of Minnesota dated September 18, 2019, as may be periodically amended, and the SHIP Grant Project Agreement between the Dakota County Community Health Board and the State of Minnesota dated October 1, 2020, as may be periodically amended, including amendments dated August 23, 2021 and October 18, 2022.(“State Contracts”). School District agrees to comply with all terms and conditions contained in such contracts that are applicable to the County. County will provide copies of these contracts to School District upon request.

4. County Obligations. The County agrees to reimburse the School District in an amount not to exceed \$7,289.00 for costs incurred in performing services fulfilling the Purpose described above from the Effective Date through 10/31/2025
5. Reimbursement and Reporting. After this Agreement has been executed by both parties, the School District may claim reimbursement for expenditures incurred in connection with the performance of activities that are eligible for reimbursement in accordance with this Agreement.

The County will reimburse the School District within 45 calendar days of the School District's submission of invoices to the County. Invoices must be submitted using the form in Exhibit 4. All requests for reimbursement must be submitted by 11/13/25. The School District must certify that the requested reimbursements are accurate, appropriate and eligible in accordance with the State Contracts, that it has documentation of the actual expenditures for which reimbursement is sought, and that such expenditures have not been otherwise reimbursed. School District should report their accomplishments and successes using the form in Exhibit 3 Reporting Form. All expenditures and reimbursements must be submitted using the form in Exhibit 4.

6. Authorized Representatives. The following named persons are designated as the Authorized Representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the Authorized Representatives shall have only authority specifically granted by their respective governing boards. Notice required to be provided pursuant this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification to this Agreement.

The County's Authorized Representative is:

Marti Fischbach, 1 Mendota Rd. W., Ste. 500, West St. Paul, MN 55118

Telephone: 651-554-5742

Email: [Marti.Fischbach@co.dakota.mn.us](mailto:Marti.Fischbach@co.dakota.mn.us)

Alex Groten, or his/her successor, has the responsibility to monitor the School District's performance pursuant to this Agreement and the authority to approve invoices submitted for reimbursement.

The School District's Authorized Representative is:

Name: Brian Zambreno

Telephone: 651-457-9400

Email: [bzambreno@sspps.org](mailto:bzambreno@sspps.org)

The parties shall provide written notification to each other of any change to the Authorized Representative. Such written notification shall be effective to change the designated liaison under this Agreement, without necessitating an amendment of this Agreement.

7. Assignment. The School District may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the County and a fully executed assignment agreement, executed by the County and the School District.
8. Use of Subcontractors. The School District may engage subcontractors to perform activities funded pursuant to this Agreement. However, the School District retains primary responsibility

to the County for performance of the activities and the use of such subcontractors does not relieve the School District from any of its obligations under this Agreement. If the School District engages any subcontractors to perform any part of the activities, the School District agrees that the subcontract for such services shall include the following provisions:

- (a) The subcontractor must maintain all records and provide all reporting as required by this Agreement.
- (b) The subcontractor must defend, indemnify, and save harmless the County from all claims, suits, demands, damages, judgments, costs, interest, and expenses arising out of or by reason of the performance of the contracted work, caused in whole or in part by any negligent act or omission of the subcontractor, including negligent acts or omissions of its employees, subcontractors, or anyone for whose acts any of them may be liable.
- (c) The subcontractor must provide and maintain insurance through the term of this Agreement in amounts and types of coverage as set forth below, and provide to the County, prior to commencement of the contracted work, a certificate of insurance evidencing such insurance coverage:
  - General liability coverage of at least \$2,000,000 per occurrence and aggregate and naming Dakota County as an additional insured;
  - Automobile liability coverage of at least \$2,000,000 per occurrence and aggregate and naming Dakota County as an additional insured,
  - Professional liability (errors and omissions) insurance coverage of at least \$2,000,000, and
  - Workers' compensation coverage or certification of excluded employment from workers' compensation requirements.
- (d) The subcontractor must be an independent contractor for the purposes of completing the contracted work.
- (e) The subcontractor must acknowledge that the contract between the School District and the subcontractor does not create any contractual relationship between County and the subcontractor.
- (f) The subcontractor shall perform and complete the activities in full compliance with this Agreement and all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the activities.

- 9. Indemnification. To the fullest extent permitted by law, School District agrees to indemnify the County, its officers, employees, agents, and others acting on its behalf and to hold them harmless and defend and protect them from and against any and all loss, damage, liability, cost and expense, specifically including reasonable attorneys' fees and other costs and expenses of defense, for any actions, claims or proceedings of any sort which are caused by any act or omission of School District, its officers, employees, agents, subcontractors, invitees, or any other person(s) or entity(ies) for whose acts or omissions School District may be legally responsible. Nothing herein shall be construed as a waiver by School District of any of the immunities or limitations of liability to which it may be entitled pursuant to Minn. Stat. Ch. 466 or any other statute or law.
- 10. Insurance Terms. In order to protect itself and to protect the County under the indemnity provisions set forth above, School District shall, at its expense, procure and maintain policies of insurance covering the term of this Agreement. All retentions and deductibles under such policies shall be paid by the School District.
- 11. Audit. The School District shall maintain books, records, documents and other evidence pertaining to the costs or expenses associated with the work performed pursuant to this

Agreement. Upon request the School District shall allow the County, Legislative Auditor or the State Auditor to inspect, audit, copy or abstract all of the books, records, papers or other documents relevant to this Agreement. The School District shall use generally accepted accounting principles in the maintenance of such books and records, and shall retain all of such books, records, documents and other evidence for a period of six (6) years from the date of the completion of the activities funded by this Agreement.

12. Data Practices. The School District agrees with respect to any data that it possesses regarding the Agreement to comply with all of the provisions of the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as the same may be amended from time to time.
13. Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of co-partners or joint ventures between the County and the School District, nor shall the County be considered or deemed to be an agent, representative or employee of the School District in the performance of this Agreement. Personnel of the School District or other persons while engaging in the performance of this Agreement shall not be considered employees of the County and shall not be entitled to any compensation, rights or benefits of any kind whatsoever.
14. Governing Law, Jurisdiction and Venue. Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be with the appropriate state court with competent jurisdiction in Dakota County.
15. Compliance with Law. The School District agrees to conduct its work under this Agreement in compliance with all applicable provisions of federal, state, and local laws, ordinances, or regulations, and further agrees to comply with the Standard Assurances attached as Exhibit 1. The School District is responsible for obtaining and complying with all federal, state, or local permits, licenses, and authorizations necessary for performing the work.
16. Default and Remedies.
  - (a) Events of Default. The following shall, unless waived in writing by the County, constitute an event of default under this Agreement: If the School District fails to fully comply with any material provision, term, or condition contained in this Agreement.
  - (b) Notice of Event of Default and Opportunity to Cure. Upon the County's giving the School District written notice of an event of default, the School District shall have thirty (30) calendar days in which to cure such event of default, or such longer period of time as may be reasonably necessary so long as the School District is using its best efforts to cure and is making reasonable progress in curing such events of default (the "Cure Period"). In no event shall the Cure Period for any event of default exceed two (2) months. Within ten (10) calendar days after receipt of notice of an event of default, the School District shall propose in writing the actions that the School District proposes to take and the schedule required to cure the event of default.
  - (c) Remedies. Upon the School District's failure to cure an event of default within the Cure Period, the County may enforce any or all of the following remedies, as applicable:

- (1) The County may refrain from disbursing the grant monies; provided, however, the County may make such a disbursement after the occurrence of an event of default without thereby waiving its rights and remedies hereunder.
  - (2) The County may enforce any additional remedies it may have in law or equity.
  - (3) The County may terminate this Agreement and its obligation to provide funds under this Agreement for cause by providing thirty (30) days' written notice to the School District. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall be a material breach of this Agreement and any supplemental agreement or modification to this Agreement or an event of default. Notice of Termination shall be made by certified mail or personal delivery to the Authorized Representative of the other Party. For purposes of termination and default, all days are calendar days.
17. Non-Appropriation. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated immediately by the County in the event sufficient funds from the County, State, or Federal sources are not appropriated, obtained and continued at least the level relied on for the funding of this Agreement, and the non-appropriation of funds did not result from any act or bad faith on the part of the County.
18. Ownership of Materials and Intellectual Property Rights.
- (a) Except as otherwise required by Minnesota or Federal Law, the County agrees to, and hereby does, assign all rights, title and interest it may have in the materials conceived or created by the School District, or its employees or subgrantees, and which arise out of the performance of this Agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("Materials").
  - (b) The School District represents and warrants that Materials produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another. School District shall indemnify and defend the County, at its expense, from any action or claim brought against the County to the extent that it is based on a claim that all or parts of the Materials infringe upon the intellectual property rights of another.
19. Special Conditions. The School District understands and agrees that it will perform the work contemplated by this Agreement in such a way as to comply with and enable the County to comply with all of the requirements imposed upon the County in the State Contracts, including but not limited to the following:
- (a) Any publicity given to the activities occurring as a result of this Agreement, including notices, informational pamphlets, press releases, research, reports, signs and similar public notices shall identify that it is "Supported by the Statewide Health Improvement Partnership, Minnesota Department of Health and Dakota County Public Health Department" and shall not be released unless approved in writing by these entities' authorized representatives.
  - (b) The School District shall indemnify, save and hold the Department, its representatives and employees harmless from any and all claims or causes of action, including reasonable

attorney fees incurred by the Department, arising from the performance of the activities funded by this Agreement by the School District or its agents or employees.

- (c) The School District, by executing this Agreement, grants to the Department a perpetual, irrevocable, no-fee right and license to make, have made, reproduce, modify, distribute, perform and otherwise use the Materials for any and all purposes, in all forms and manners that the Department, in its sole discretion, deems appropriate.

20. Exhibits. The following exhibits are attached to and incorporated within this Subgrant Agreement.

Exhibit 1: Standard Assurances;

Exhibit 2: Service Grid;

Exhibit 3: Reporting Form; and

Exhibit 4: Invoice Form.

21. Waiver. If the County fails to enforce any provision of this Agreement, that failure shall not result in a waiver of the right to enforce the same or another provision of this Agreement.

22. Complete Agreement. This Agreement and Exhibits contain all negotiations and agreements between the County and the School District. Any amendment to this Agreement must be in writing and executed by the County and the School District. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party. In the event of a conflict between the terms of any Exhibit and the body of this Agreement, this Agreement shall control.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates indicated below.

Approved as to form:

\_\_\_\_\_  
Assistant County Attorney/Date  
KS-24-

**COUNTY OF DAKOTA**

By: \_\_\_\_\_

Title: Community Services Director

Date: \_\_\_\_\_

Dakota County Contract CLA  
Dakota County BR 24-

**SPECIAL SCHOOL DISTRICT 6**

By: \_\_\_\_\_

Title: Superintendent

Date: \_\_\_\_\_

**EXHIBIT 1**  
**STANDARD ASSURANCES**

1. **NON-DISCRIMINATION**. During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because the person is a member of a protected class under, and as defined by, federal law or Minnesota state law including, but not limited to, race, color, creed, religion, sex, gender, gender identity, pregnancy, national origin, disability, sexual orientation, age, familial status, marital status, veteran's status, or public assistance status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination.. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which set forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status, or public assistance status.

No funds received under this Contract shall be used to provide religious or sectarian training or services.

The Contractor shall comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e *et seq.* which prohibits discrimination in employment because of race, color, religion, sex, or national origin.

B. Equal Employment Opportunity-Executive Order No.11246, 30 FR 12319, signed September 24, 1965, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex, or national origin.

C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 *et seq.* and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.

D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 *et seq.* as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.

E. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

F. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or age.

G. Minn. Stat. § 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies, or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Contract.

H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition, or privilege of employment.

I. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, *et seq.* and including 45 CFR Part 80, prohibits recipients, including their contractors and subcontractors, of federal financial assistance from discriminating on the basis of race, color or national origin which includes not discriminating against those persons with limited English proficiency.

J. The Pregnancy Discrimination Act of 1978, which amended Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.* which prohibits discrimination on the basis of pregnancy, childbirth, or related medical conditions.

K. Equal Protection of the Laws for Faith-based and Community Organizations-Executive Order No.13279, signed December 12, 2002 and as amended May 3, 2018. Prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants and loans.

L. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, with regulations at 41 C.F.R. Part 60-250, which prohibits discrimination in employment against protected veterans.

2. **DATA PRIVACY.** For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract are subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, ("MGDPA") and the Minnesota Rules implementing the MGDPA. Contractor must comply with the MGDPA as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. Contractor does not have a duty to provide access to public data to a data requestor if the public data are available from the County, except as required by the terms of this Contract. If Contractor is a subrecipient of federal grant funds under this Contract, it will comply with the federal requirements for the safeguarding of protected personally identifiable information ("Protected PII") as required in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, and the County Protected PII procedures, which are available upon request. Additionally, Contractor must comply with any other applicable laws on data privacy. All subcontracts shall contain the same or similar data practices compliance requirements.

3. **RECORDS DISCLOSURE/RETENTION.** Contractor's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription, and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

4. **WORKER HEALTH, SAFETY AND TRAINING.** Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Each Contractor shall comply with federal, state, and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Contractor.

5. **PROHIBITED TELLECOMMUNICATIONS EQUIPMENT/SERVICES.** If Contractor is a subrecipient of federal grant funds under this Contract, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018) (the "Act"), and 2 CFR § 200.216, Contractor will not use funding covered by this Contract to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any agreement related to this Contract.

6. **CONTRACTOR GOOD STANDING.** If Contractor is not an individual, Contractor must be registered to do business in Minnesota with the Office of the Minnesota Secretary of State and shall maintain an active/in good standing status with the Office of the Minnesota Secretary of State, and shall notify County of any changes in status within five calendar days of such change. Business entities formed under the laws of a jurisdiction other than Minnesota must maintain a certificate of authority (foreign corporations, limited liability companies, limited partnerships, and limited liability limited partnerships), or a statement of foreign qualification (foreign limited liability partnerships), or a statement of partnership authority (general partnerships). See Minn. Stat. §§ 303.03 (corporations); 322C.0802 (limited liability companies); 321.0902 and 321.0907 (foreign limited partnership); 321.0102(7) (foreign limited liability limited partnerships); 323A.1102(a) (foreign limited liability partnership); 321.0902 and 321.0907 (foreign general partnerships).

7. **CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION.** Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. § 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By signing this Contract, the Contractor certifies that it and its principals\* and employees:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and

B. Have not within a three (3) year period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above; and

E. Shall immediately give written notice to the Authorized Representative should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state, or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

\*"Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

8. **HEALTH DATA PRIVACY.** When applicable to the Contractor's duties under this Contract, the Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), Minnesota Health Records Act, and any other applicable health data laws, rules, standards, and requirements in effect during the term of this Contract.

9. **APPEALS.** The Contractor shall assist the County in complying with the provisions of Minn. Stat. § 256.045, Administrative and Judicial Review of Human Services Matters, if applicable.

10. **REPORTING.** Contractor shall comply with the provisions of the "Child Abuse Reporting Act", Minn. Stat. § 626.556, as amended, and the "Vulnerable Adult Reporting Act", Minn. Stat. § 626.557, as amended, and any rules promulgated by the Minnesota Department of Human Services, implementing such Acts.

11. **PSYCHOTHERAPISTS.** Contractor has and shall continue to comply with the provisions of Minn. Stat. Ch. 604, as amended, with regard to any currently or formerly employed psychotherapists and/or applicants for psychotherapist positions.

12. **EXCLUDED MEDICAL ASSISTANCE PROVIDERS.** By signing this contract, Provider certifies that it is not excluded. 42 U.S.C. § 1397 *et seq.* (subch. XX) of the Social Security Act.

13. **MDHS THIRD-PARTY BENEFICIARY.** The following applies to contracts related to adult mental health services; see Minn. Stat. § 245.466, subd. 2. Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary and as a third-party beneficiary, is an affected party under this Contract. Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or sue Contractor for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance of all or any part of the Contract between the County Board and Contractor. Contractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to and may recover from Contractor reasonable attorneys' fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to the Contract or any other third

party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity. (Minn. Stat. § 245.466, subd. 3; Minn. R. 9525.1870, subp. 2).

Directions for Online Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at [https://oig.hhs.gov/exclusions/exclusions\\_list.asp](https://oig.hhs.gov/exclusions/exclusions_list.asp)

Attycv/Exh SA (Rev. 1-23)

**Contractor Roles and Responsibilities**

1. Contractor will carry out (implement) work, budget and deliverable as stated in below under project goals and strategies.
2. Any changes to planned strategies, deliverables, expectations and/or budget must be mutually agreed upon and provided to the County Liaison prior to implementation. Please allow a minimum of 14 business days for pre-approvals on final purchasing of supplies, or services.
3. The County recommends that the Contractor establish and/or participate in the District Wellness Committee and includes broad representation from multiple levels, buildings, and disciplines.
4. Contractor will have at least one representative (not including the consultant), attend SHIP Dakota County School Wellness meetings (3/14/25; 6/30/25; 9/30/25).
5. Contractor will provide to the County, the name, phone, and email of its Wellness Committee Chair, or 'designee' for District Wellness projects' overall coordination.
6. Project Champion(s) must meet deliverables set by public health liaison and keep in regular communication with public health liaison and School Wellness Consultant, if applicable, to qualify for project champion compensation.
7. The County recommends that Contractor complete or confirm Contractor has completed a school health assessment within the last three school years.
8. The County recommends that Contractor notify its stakeholders, such as: community, school board, and or city, about changes such as policies, procedures or system(s) changes that are implemented because of this Contract.
9. Contractor shall submit all SHIP-related communications to public health liaison for pre-approval. Please allow a minimum of 10 business days for approvals in advance of public release.
10. Contractor shall submit Exhibit 4, Invoice Form, quarterly or as mutually agreed upon with Public Health Liaison, and within two weeks of Contract end date; however, they may be submitted more frequently if desired.
11. Contractor shall complete, Exhibit 3 – Final Reporting - for each strategy, by 11/14/2025 or upon project completion.

**County roles and responsibilities:**

- Provide technical assistance and support through process.
- Organize and facilitate SHIP school wellness meetings (three per contract period).
- Research and provide school wellness tools and resources.
- Compile submitted SHIP Reporting from each district to provide to MDH and meet County requirements.

**Notes:**

The grant funds provided to Contractor under this agreement are also subject to the terms and conditions contained in both the Master Grant Contract and the Project Agreement between the Dakota County Community Health Board and the State of Minnesota. The County will provide copies of these contracts to Contractor upon request. Contractor agrees to comply with all such terms and conditions

**Project Goal/Scope of Work**

Lincoln Center Elementary School will plan and implement both an outdoor classroom and adjacent school garden to incorporate outdoor learning into its K-5 science curriculum. This project will provide students with additional hands-on learning opportunities that foster creativity, promote physical activity and wellbeing, and inspire a deeper connection to nature. Staff, students, and families will be engaged throughout the project and for future use and sustainability of the outdoor classroom and garden.

**Scope of work**

- Collaboratively plan the curriculum for the outdoor classroom and school garden with science teacher and/or other staff
- Make group decisions with project team (science teacher, other staff, students, families, health promotion project liaison, etc.) on specific outdoor classroom and school garden supplies and materials. Obtain cost estimates to share with project liaison for approval (please allow at least 10 days for final approval)
- Place order for all supplies and equipment, including installation
- Begin utilizing outdoor classroom and school garden space
- Collaborate with school community to promote the new spaces and to encourage continued support (e.g. family fun night, fundraising, maintenance staff, garden club, etc.)
- Develop a sustainability plan for outdoor classroom and garden maintenance and use
- Evaluate how the new outdoor classroom and garden are functioning, including linkages to curricula (evaluation support provided by project liaison, if needed)

- Complete final reporting
- Take photos, celebrate, and share success with community via newsletter, social media, and website (Note: all public communications to include reference to the SHIP grant funding; allow at least 10 days for approval of communications items)

### Interpreters

County will pay for the actual costs of providing interpreter services to non-English speaking participants who are an open Dakota County case. The Contractor must receive prior written authorization of interpreter services costs from County staff prior to using those services. Unless specifically prior authorized by the County, the Contractor must access interpreters from those agencies under contract with the County to provide interpreter services.

### State Contract

The grant funds provided to Contractor under this agreement are subject to the terms and conditions contained in both the Master Grant Contract and the Project Agreement between the Dakota County Community Health Board and the State of Minnesota. Contractor agrees to comply with all terms and conditions contained in such contracts. County will provide copies of these contracts to Contractor upon request.

### Project Budget Total = \$7,289

| Item                                                                                                                      | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Amount         |
|---------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| District Staff Project Champion Time<br><i>@250 per project champion, with a Max of \$500 per person across projects.</i> | Name/Position: Lisa Brandecker, Communications partner<br>Name/Position: Jennifer Sexauer, Asst. Principal<br>Name/Position: Liz Sierminski, Science teacher                                                                                                                                                                                                                                                                                                                                        | \$750          |
| <b>All other Materials/Supplies/Equipment/ Curriculum</b><br>Include examples of items for this budget line               | Outdoor Classroom <ul style="list-style-type: none"> <li>- Seating/benches/picnic table</li> <li>- Shade cover/canopy</li> <li>- Nail/screws (for installation of outdoor shade/environment features)</li> <li>- Installation fee, if allowable</li> <li>- Step-A-Trail Log and Stump Set</li> </ul> School Garden <ul style="list-style-type: none"> <li>- Raised beds</li> <li>- Soil (first-time garden)</li> <li>- Garden Tools &amp; other supplies</li> <li>- Starter plants/seeds</li> </ul> | \$6,539        |
|                                                                                                                           | <b>Total Contract Amount</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>\$7,289</b> |
| <i>In-Kind Estimate (suggested 10% of Total Contract Amount)</i>                                                          | <i>In-Kind Estimate = Staff time, services, administrative components, etc. that the contracted organization will contribute as part of this project</i>                                                                                                                                                                                                                                                                                                                                            | \$729          |

## Dakota County SHIP 2025 School Wellness Community Partner Award Reporting



**Describe your accomplishments toward the objective(s) outlined in the approved SHIP 2025 application.**

1. Which Statewide Health Improvement Partnership (SHIP) context strategy is this project related to?
  - ☐ MN EATS – Healthy Food Access
  - ☐ MN MOVES – Active Living
  - ☐ MN Well-Being – Mental Health Wellbeing and Resiliency
  - ☐ MN BEATHES - Commercial Free Tobacco-Living
  
2. Which Whole School, Whole Community, Whole Child is this strategy is this related to? *Check all that apply.*
  - ☐ Local School Wellness Policy Revision
  - ☐ Physical Education and Physical Activity
  - ☐ Nutrition Environment and Services
  - ☐ Health Education
  - ☐ Social Emotional Climate
  - ☐ Physical Environment
  - ☐ Health Services
  - ☐ Counseling, Psychological and Social Services
  - ☐ Employee Wellness
  - ☐ Community Involvement
  - ☐ Family Engagement
  
3. Please provide a short description of strategy activities:
  
  
  
  
  
  
  
  
  
  
4. Is the strategy complete?
  - ☐ Yes
  - ☐ No
  - ☐ In process, explain:
  
  
  
  
  
  
  
  
  
  
5. List and describe any barriers:

6. List and describe practices, systems or environmental change(s) that occurred (i.e. healthier snacks added to the menu, outdoor classrooms or chill spaces created, vaping policy updated, new system in place for outdoor recess)
  
7. Was this change added to the building or district wellness policy?
  - ☐ Yes\*
  - ☐ No
  - ☐ In process to adding a policy at the district level

\*If “Yes,” please attach policy
  
8. Provide estimated numbers of **staff** impacted by the proposed project (if less than whole district)
  
9. Provide estimated of number of **students** (including school sites) impacted by the proposed project.
  
10. Please share more specifically how this project may have impacted the school community from your perspective:
  - a. This project led to increased knowledge, skills or abilities among the students, staff, or community
    - ☐ Strongly disagree    ☐ Disagree    ☐ Neutral    ☐ Agree    ☐ Strongly agree
  
  - b. This project led to positive behavior change(s)
    - ☐ Strongly disagree    ☐ Disagree    ☐ Neutral    ☐ Agree    ☐ Strongly agree
  
  - c. This project resulted in benefits to the school community as a whole
    - ☐ Strongly disagree    ☐ Disagree    ☐ Neutral    ☐ Agree    ☐ Strongly agree
  
  - d. The project created new partnerships and connections
    - ☐ Strongly disagree    ☐ Disagree    ☐ Neutral    ☐ Agree    ☐ Strongly agree
  
  - e. Other:
  
11. If you have additional data not shared with your public health liaison, please share it here (i.e. survey data from a training provided, % enrollment in school lunch program at pre/post, # of students using the chill space/zone monthly, other measures related to changes made).
  
12. List any grants received during this reporting period (include date awarded, source and amount). Example:  
 March 2025, MnDOT Safe Routes to School Boost Grant, \$14,000 grant  
 Example: November 2025, WholeKids Foundation Garden Grant, \$3,000 for garden equipment, Farm to School Kitchen Equipment Grant, May 2025, \$10,000).

13. Share a success story (2-3 sentences) from your SHIP 2025 School Wellness Community Partner Award highlighting how the project supported creating sustainable change in your school, district, and/or community. Feel free to include quotes, number of people affected, photos or additional detail, if desired.
14. You may list/describe any additional school wellness successes or changes not captured in the action plan.
15. Do you have any photos (**with permission** to share) related to your project? If so, please send directly to your Public Health Community Liaison via email.

### Dakota County SHIP Checklist

This checklist provides a list of items researched as being critical for sustaining Policy, System, and Environmental (PSE) changes. The checklist should be completed with staff and/or consultants who you worked with to implement the PSE change or SHIP (Statewide Health Improvement Partnership) initiative at your organization.

1. Does your organization have a written plan for sustaining this initiative? Check one option:
- ☐ Yes, a written plan is in place (please include a copy)
- ☐ Not yet, a written plan will be in place within the next \_\_\_\_\_ months
- ☐ No, we do not plan to create a written plan
2. If known, please provide name(s) and title(s) of lead organization staff who plan to manage this initiative post-SHIP funding.

Name and Title: \_\_\_\_\_

Name and Title: \_\_\_\_\_

| Select one box per item                                                                                                                                           | Yes                      | No                       | Notes |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|-------|
| There is leadership support for the initiative post-SHIP funding.                                                                                                 | <input type="checkbox"/> | <input type="checkbox"/> |       |
| There are opportunities for staff to participate in sustaining this initiative (assist with implementation, offer feedback, receive/provide training).            | <input type="checkbox"/> | <input type="checkbox"/> |       |
| This initiative aligns with our organization's strategic plan.                                                                                                    | <input type="checkbox"/> | <input type="checkbox"/> |       |
| There are opportunities to partner with other agencies/vendors to support this initiative (share expertise, receive/provide training, collaborate).               | <input type="checkbox"/> | <input type="checkbox"/> |       |
| We have identified potential funding sources or are able to draw from internal resources (staff time, part of our operational budget) to support this initiative. | <input type="checkbox"/> | <input type="checkbox"/> |       |
| This initiative will meet the needs of our target audience.                                                                                                       | <input type="checkbox"/> | <input type="checkbox"/> |       |

| Select one box per item                                                             | Yes                      | No                       | Notes |
|-------------------------------------------------------------------------------------|--------------------------|--------------------------|-------|
| This initiative will be sustainable post SHIP funding.                              | <input type="checkbox"/> | <input type="checkbox"/> |       |
| What other approaches, if any, are you considering sustaining with this initiative? |                          |                          |       |
| What leadership support(s) are in place to sustain this initiative?                 |                          |                          |       |

**Invoice Form**

**Invoice #:**

**Invoice Date:**

**Contract #:** CLA20632

**Project Name:** SHIP 2025 School Wellness Community Partner Award

**Remit to:**

District: Special School District 6

Attn:

Address

Address

**Bill to:**

Dakota County Public Health Department

Public Health Liaison

Attn:

Email:

Phone:

| Detailed description of materials/goods (along with scanned receipts, if over \$ ) | Total Price |
|------------------------------------------------------------------------------------|-------------|
|                                                                                    |             |
|                                                                                    |             |
|                                                                                    |             |
|                                                                                    |             |
|                                                                                    |             |
|                                                                                    |             |
|                                                                                    |             |
|                                                                                    |             |
|                                                                                    |             |
|                                                                                    |             |
| Subtotal                                                                           |             |

| Services (project champion, trainer fees, consultant time)<br>Please list each individual separately | Total Amount |
|------------------------------------------------------------------------------------------------------|--------------|
|                                                                                                      |              |
|                                                                                                      |              |
|                                                                                                      |              |
|                                                                                                      |              |
|                                                                                                      |              |
| Subtotal                                                                                             |              |

|           |              |
|-----------|--------------|
| Comments: | Balance Due: |
|-----------|--------------|

\*Invoices and receipts should be scanned & emailed to the County Public Health Liaison.

\*Contractor shall submit this exhibit, "Invoice Form" quarterly or more frequently, if desired.



**SOUTH ST. PAUL PUBLIC SCHOOLS**  
School Board Agenda Item

**Meeting Date:** Monday, February 24, 2025

**Place on Agenda:** Regular Agenda

**Action Requested:** Approval

**Attachment:** **Resolutions for Employment of School Board Member as a Coach and Substitute**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Topic:</b> Employment of School Board member as a Coach and Substitute                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Presenter:</b> Joel Milteer Human Resource Director                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Background:</b><br><br>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 Member on this resolution has been a coach in the past and would like to also be considered to substitute as a teacher for the 2024-25 school year. Majority approval by the School Board is necessary. |
| <b>Recommendation:</b><br><br>Approve Board Member as a classified substitute for the district.                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Alternatives:</b><br><br>Not approve Board Member as a classified substitute for the district.                                                                                                                                                                                                                                                                                                                                                                                                                                             |

***Passionate Learners Positively Changing Our World***

Member \_\_\_\_\_ introduced the following Resolution and moved its adoption:

**RESOLUTION APPROVING EMPLOYMENT OF THE BOARD MEMBER AS A COACH AND A SUBSTITUTE IN A CERTIFIED 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, Ryan Duffy, board member of the South St. Paul Board of Education, is duly qualified for employment as an athletic coach, and as a substitute in certified positions; and

WHEREAS, the School District wishes to employ Mr. Duffy as a coach, and as a substitute in teacher positions.

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

1. The Board hereby approves Mr. Duffy for employment as a coach and as a substitute in a teacher position in the School District. In accordance with Minnesota Statutes section 123B.195, Mr. Duffy's compensation as a result of this employment relationship with the School District must not exceed \$20,000 per fiscal year.
2. Mr. Duffy will be paid no more than the 2024-25 rate of pay listed below for the designated coach and substitute assignments:
  - Assistant Football Coach - \$4,321
  - Head Baseball Coach - \$5,177
  - Teacher substitute - \$200/day

These are the same rates in the teacher contract for the coaching positions paid to similar positions, and paid to all substitutes in teacher positions in the School District and is as low as the price of obtaining substitute services from someone other than Mr. Duffy.

The motion for the adoption of this Resolution was made at the South St. Paul School Board Meeting on February 24, 2025, 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, February 24, 2025

**Place on Agenda:** Regular Meeting

**Action Requested:** Approval

**Attachment:** Resolution

|                                                                                                                                                                                                                                                                                                                            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Topic:</b> Resolution Directing Administration to Make Recommendations for Reductions in Programs and/or Positions                                                                                                                                                                                                      |
| <b>Presenter(s):</b> Joel Milteer, Director of Human Resources & Ra Chhoth, Director of Finance                                                                                                                                                                                                                            |
| <b>Background:</b><br><br>We are asking for your approval of the attached resolution. This resolution directs administration to make recommendations for reductions in programs and positions. This resolution also is the initial step in the staffing process as it relates to potential unrequested leaves of absences. |
| <b>Recommendation:</b> Approval                                                                                                                                                                                                                                                                                            |
| <b>Alternatives:</b> Do not approve; explore other options                                                                                                                                                                                                                                                                 |

***Passionate Learners Positively Changing Our World***

**(South St. Paul Public Schools)  
State of Minnesota**

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Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

**RESOLUTION DIRECTING THE ADMINISTRATION  
TO MAKE RECOMMENDATIONS FOR REDUCTIONS  
IN PROGRAMS AND POSITIONS AND REASONS  
THEREFOR.**

**WHEREAS**, the financial condition of the school district dictates that the school board must reduce expenditures;

**WHEREAS**, this is a reduction in expenditure and must include discontinuance of positions and discontinuance or curtailment of programs; and

**WHEREAS**, a determination must be made as to which staff contracts must be terminated and not renewed and which staff may be placed on unrequested leave of absence without pay or fringe benefits in effecting discontinuance of positions.

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

That the School Board hereby directs the Superintendent of Schools and administration to consider the discontinuance of programs or positions to reduce expenditures and make recommendations to the school board for the discontinuance of programs, curtailment of programs, discontinuance of positions, or curtailment of positions.

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.