



## South St. Paul School Board Meeting

Monday, January 27, 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, January 27, 2025

II.B. Work Session Minutes, November 25, 2024

II.C. Special Meeting Minutes, December 2, 2024

II.D. Work Session and Regular Meeting Minutes, December 9, 2024

II.E. Work Session and Special Meeting Minutes, January 13, 2025

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

III.A. **Quality-in-Action:** Goal Getters Academy is a Middle School Mentorship Program that began in 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 will share experiences as well as data in the area of academic, attendance, and social/emotional behavior.

III.B. **QUALITY-IN-ACTION:** Congratulations to Board Chair Kim Humann on completing the Minnesota School Boards Association's Learning to Lead Work Shop Series School Board training. (B. Zambreno)

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

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

III.E. **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. Approval, of the following policies that are on their third and final reading:

V.A.1.#516 - Student Medication and Telehealth

V.A.2.#513 - Student Promotion, Retention, and Program Design

V.A.3.#607 - Organization of Grade Levels

V.A.4.#614 - School District Testing Plan and Procedure

V.A.5.#626 - Assessment Policy

V.A.6.#418 - Drug Free Workplace

V.A.7.#419 - Tobacco Free Work Environment

V.A.8.#437 - Student Teaching

V.A.9.#722 - Public Data Requests

#### VI. **BUSINESS ITEMS**

VI.A. 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. (K. Humann)

VI.B. Approval, for the South Saint Paul School Board to approve the Acceptance of Gifts Report. (R. Chhoth)

VI.C. 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. (B. Zambreno)

#### 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. **ADJOURNMENT**



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

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

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#### **Work Session - November 25, 2024**

The School Board Work Session for South St. Paul Public Schools, Special School District 6, was held in the Conference Room at City Hall on Monday, November 25, 2024. Chair John Raasch called the meeting to order at 5:00 PM with seven Board members present: Claflin, W. Felton, T. Felton, Humann, Laliberte, Raasch, and Weber. Superintendent Dr. Brian Zambreno and several staff members were also present.

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#### **New High School Course Proposals**

Principal Chuck Ochocki presented 11 new high school course proposals to the School Board, aligning with South St. Paul Schools' Packer Pathways initiative. These proposals, driven by both student and staff interests, aim to expand opportunities for students to explore their passions and connect with their chosen pathways. Staff were asked to consider how each course supports the district's goals for Packer Pathways during the proposal process.

If approved, the courses will be included in the 2025-26 registration guide and offered based on student enrollment numbers. The proposals reflect the district's commitment to providing innovative and relevant educational experiences.

#### **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.

The November 25, 2024, Work Session was adjourned at 5:31 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**

December 2, 2024

The School Board held a Special Work Session in the District Office Conference Room on Monday, December 2, 2024. Chair John Raasch called the Work Session to order at 6:00 PM with seven Board members present for roll call: Claflin, Laliberte, Humann, Weber, W. Felton, T. Felton, and Chair Raasch. Superintendent Dr. Brian Zambreno, Human Resource Director Joel Milteer, and Student Services Director Dr. Candace Burckhardt were also present.

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#### **CLOSED SESSION**

By Director Weber

Seconded by Director Humann

Approval for the School Board to move to a Closed Session per the Open Meeting Law (Minn. Stat. § 13D.03), for contract negotiation strategy for the following bargaining units: Educational Support Professionals (ESPs), Clerical, and Maintenance.

Motion carried (7-0)

*Closed Session officially began at 6:02 PM. Members present: Directors T. Felton, W. Felton, Humann, Laliberte, Weber, Claflin, and Chair Raasch as well as Superintendent Dr. Brian Zambreno, Human Resource Director Joel Milteer, and Student Services Director Dr. Candace Burckhardt.*

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#### **ADJOURN**

By Director Humann

Seconded by Director Weber

Approval for the School Board to open the closed session and adjourned the December 2, 2024, meeting at 8:00 PM.

Motion carried (7-0)

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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  
School Board



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

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

**Work Session - December 9, 2024**

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, December 9, 2024. Chair John Raasch called the meeting to order at 5:00 PM with seven Board members present: Claflin, T. Felton, W. Felton, Humann, Laliberte, Raasch, and Weber. Superintendent Dr. Brian Zambreno and several staff members were also present.

#### **CLC Roof Bid**

Mark Fenton, Director of Buildings and Grounds, provided an update on the roof replacement project for the South Saint Paul Education Center (CLC), planned for the summer of 2025. He explained that district staff, in coordination with Garland Company, Inc., developed bid specifications for the project. A call for bids was published, and bids were opened on November 13th, 2024, at 2:00 PM. Administration is recommending that the Board award the contract to the lowest bidder, Berwald Roofing. The funding for the project will come from Long-Term Facility Maintenance (LTFM) and will not impact the district's general fund operations.

#### **Truth-in-Taxation: Payable 2025 Property Tax Levy**

Finance Consultant Jason Mutzenberger reviewed the Payable 2025 Property Tax Levy of \$15,292,231.41, reflecting a 2.76% increase from the previous year. This increase is due to changes in property values, fluctuations in the district's total property value, and adjustments based on state funding formulas, local needs, costs, and voter-approved referendums. A more detailed presentation will be given during the Truth-in-Taxation Public Hearing later this evening, where the public can provide comments before the Board finalizes the certification of the payable 2025 levy.

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

The Board discussed the adding of a Stakeholder Comments session during this evening's meeting, providing an opportunity for community members to share their perspectives directly with the Board. Chair Raasch outlined the process and guidelines that will be followed to ensure an orderly and constructive dialogue.

#### **2025 Board Organizational Meeting**

The Board reviewed preparations for the statutorily required 2025 Organizational Meeting, which must occur on the first Monday in January or as soon as practicable, per Minnesota Statute 123B.14, Subd. 1. This meeting will seat newly elected members, appoint officer roles, establish the meeting schedule, and conduct other district business.

Key details discussed included:

- Holding a special meeting on Monday, January 13, 2025, at 7:00 PM in the District Office Conference Room, following the 5:00 PM Work Session and 6:30 PM Stakeholder Comments session. This meeting fulfills statutory requirements and will be off-camera.
- Proposed adjustments to the 2025 board meeting calendar:
  - March 24, 2025: Consideration of rescheduling due to spring break.
  - May 27, 2025: Moving the meeting to Tuesday due to the Memorial Day holiday.

Additionally, the 2024 School Board committee assignments were shared for members to reflect on preferences for the 2025 calendar year. The Board will review and finalize the organizational meeting details, including the 2025 meeting calendar and committee assignments, during the January 13 work session.

### **Adjourn**

The South St. Paul School Board adjourned their December 9, 2024 work session at 5:38 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

December 9, 2024

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, December 9, 2024. Chair John Raasch called the meeting to order at 6:00 PM with seven Board members present for roll call: Claflin, Laliberte, T. Felton, Humann, W. Felton, Raasch, and Weber. 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 Humann

Seconded by Director Weber

To amend the December 9, 2024 meeting agenda to add the Stakeholder comments to the Board.

Motion carried (7-0)

By Director Laliberte

Seconded by W. Felton

The South St. Paul School Board approves the December 9, 2024 amended agenda as well as the minutes from the November 25, 2024, regular meeting.

Motion carried (7-0)

#### **QUALITY-IN-ACTION AND REPORTS**

*Quality-in-Action* - Activities Director Brady Krueger highlighted the fall athletic and activity season.

*Quality-in-Action* - School Board members and Superintendent Dr. Brian Zambreno honored and thanked the School Board members John Raasch and Nikki Laliberte for their work and dedication to the district during their elected terms.

*Stakeholder Comment Report* - Chair John Raasch highlighted the Public Listening Session submissions.

*Work Session Report* - School Board members highlighted items from the Board's Work Sessions.

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

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## **RECESS**

By Director Humann

Seconded by Director Claflin

A motion was made to recess the meeting at 7:09 PM to allow interested attendees to complete a Stakeholder Comment to the Board card.

Motion Carried (7-0)

By Director Humann

Seconded by Director Weber

A motion was made to resume the meeting at 7:19 PM

Motion Carried (7-0)

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## **STAKEHOLDER COMMENTS TO THE BOARD**

During the Stakeholder Comments section of the School Board meeting, several individuals addressed the Board on two main topics: the upcoming vote on the superintendent's contract and concerns regarding student support at SSP High School. Community members expressed their perspectives on the superintendent's contract renewal, while others highlighted the need for enhanced student support services at the high school to better meet the needs of all students.

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## **CONSENT ITEMS**

By Director Laliberte

Seconded by Director W. Felton

A. Financial Claims - Bills Payable

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

Motion Carried (7-0)

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## **POLICY APPROVAL**

By Director Humann

Seconded by Director Weber

Approval, Time Sensitive Changes to the Emergency Closing of Schools Policy #307.

Motion Carried (7-0)

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## **POLICY REVIEW**

Review, Policies under Review for their Second of Three Readings: #516 - Student Medication and Telehealth, #513 - Student Promotion, Retention, and Program Design, #607 - Organization of Grade Levels, #614 - School District Testing Plan and Procedure, #626 - Assessment Policy, #418 - Drug Free Workplace, #419 - Tobacco Free Work Environment, #437 - Student Teaching, #522 - Title IX Sex Nondiscrimination Policy, Grievance Procedure and Process, #722 - Public Data Requests.



## **PUBLIC HEARING FOR TAXES PAYABLE IN 2024**

By Director Humann

Seconded by Director Weber

Approval, for the South St. Paul School Board to certify the Payable 2025 Levy at \$15,292,231.41

Finance Consultant Jason Mutzenberger led the Public Hearing for Taxes Payable in 2025, where a presentation was made outlining the district budget, the reasons for the levy increase, and other relevant information. Following the presentation, the public had the opportunity to make comments regarding the levy before the Board finalized the payable 2025 levy certification.

Motion Carried (7-0)

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## **BUSINESS ITEMS**

By Director Humann

Seconded by Director Claflin

Approval, for the South St. Paul School Board to approve the agreement with the South St. Paul Educational Support Professionals, Local 7312 Collective Bargaining Unit, for the contract period of July 1, 2023, to June 30, 2025.

Motion carried (7-0)

By Director Weber

Seconded by Director W. Felton

Approval, for the South St. Paul School Board to approve the CLC Roof Bid as presented.

Motion carried (7-0)

By Director Humann

Seconded by Director W. Felton

Approval, for the South St. Paul School Board to approve the Final Field Trip Request for the IB Trip to France and Italy during spring break 2025.

Motion carried (7-0)

By Director Humann

Seconded by Director Claflin

Approval, for the South St. Paul School Board to approve the Preliminary Field Trip Request for the HS Spanish Class Field Trip to Costa Rica during spring break 2026.

Motion carried (7-0)

By Director Humann

Seconded by Director Weber

Approval, for the South St. Paul School Board to approve the Preliminary Field Trip Request for the HS French Class Field Trip to France and Monaco during spring break 2026.

Motion Carried (7-0)

By Director Humann

Seconded by Director Weber

Approval, for the South St. Paul School Board to approve the Superintendent's Contract with Brian Zambreno for the 2025-2028 contract period.

Motion Carried 6 yeas - Humann, Weber, W. Felton, Claflin, Laliberte, Raasch  
1 nays - T. Felton

By Director Humann

Seconded by Director Weber

Approval, for the South St. Paul School Board to approve scheduling a special meeting on Monday, January 13, 2025, to swear in the newly elected board members and complete the yearly organizational meeting requirements.

Motion Carried (7-0)

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## **INFORMATIONAL ITEMS**

Student School Board Representative Report: Amal and Jackson provided updates on recent events, activities, and other informational items.

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

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## **ADJOURN**

By Director Humann

Seconded by Director Weber

Approval, for the South St. Paul School Board to adjourn the December 9, 2024, meeting at 8:43 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

Work Session - January 13, 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, January 13, 2025. Vice Chair Anne Claflin called the work session to order at 5:00 PM with six Board members present: Claflin, Cumings, Duffy, Humann, W. Felton, and Weber. Director T. Felton was absent. Superintendent Dr. Brian Zambreno and several staff and community members were also present.

#### ANNUAL BOARD ORGANIZATION

##### Organizational Items:

As required by statute, the School Board reviewed and discussed the various components of their organizational meeting, which will be presented for approval at a special meeting this evening. During the discussion, the board finalized their committee and liaison assignments, determined officers for the 2025 calendar year, and delegated clerk and treasurer duties for day-to-day operations.

#### SCHOOL BOARD

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.

#### ADJOURNMENT

The January 13, 2025 Work Session was adjourned at 5:43 PM for the Special School Board meeting.

#### STAKEHOLDER COMMENTS TO THE BOARD

Three individuals participated in tonight's Stakeholder Comments to the Board, expressing both concerns and support for the District's AmazeWorks curriculum as well as the need for stronger collaboration in supporting and promoting events and programs across our district and community.

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 13, 2025

The special meeting of the School Board, Special School District No. 6, South St. Paul, was held in the District Office Conference Room on Monday, January 13, 2025. Vice Chair Anne Claflin called the meeting to order at 6:04 PM with six Board members present for roll call: Duffy, Weber, W. Felton, Claflin, Cumings, 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.

#### **OATH OF OFFICE**

Reelected Board member Monica Weber as well as newly elected members Ryan Duffy and Paul Cumings recited their oath of office pledge.

#### **APPROVAL OF MEETING AGENDA**

By Director Humann

Seconded by Director Weber

Approval, for the South St. Paul School Board to approve the January 13, 2025, special meeting agenda  
Motion carried (6-0)

#### **ANNUAL ELECTION OF OFFICERS**

By Director Claflin

Seconded by Director Weber

Nominates Kim Humann as Board Chair for one-year commencing the first business meeting of January, 2025, to the first business meeting in January, 2026.  
Motion carried by acclamation

By Director Weber

Seconded by Director W. Felton

Nominates Anne Claflin as Vice Chair for one-year commencing the first business meeting of January, 2025, to the first business meeting in January, 2026.  
Motion carried by acclamation

By Director Weber

Seconded by Director Duffy

Nominates Paul Cumings as Treasurer for one-year commencing the first business meeting of January, 2025, to the first business meeting in January, 2026.

Motion carried by acclamation

By Director Weber

Seconded by Director Cumings

Nominates Wendy Felton as Clerk for one-year commencing the first business meeting of January, 2025, to the first business meeting in January, 2026.

Motion carried by acclamation

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## **BUSINESS ITEMS**

By Director Weber

Seconded by Director W. Felton

Approval for the South St. Paul School Board to approve the Annual Organizational Items for 2025 as presented.

Motion Carried (6-0)

By Director Weber

Seconded by Director Claflin

Approval for the South St. Paul School Board to approve the Resolution Relating to the Delegation of Clerk and Treasurer Duties to the Finance Director for Day-to-Day Business.

Motion Carried 6 yeas - Cumings, Duffy, Weber, W. Felton, Claflin, and Humann  
0 nays -

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## **ADJOURN**

By Director Weber

Seconded by Director Claflin

Approval, for the South St. Paul School Board to adjourn the January 13, 2025, special meeting at 6:18 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**  
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 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>  School Board members will highlight items from the Work Session meeting.
<b>Recommendation:</b>  N/A
<b>Alternatives:</b>  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>  Superintendent Zambreno will provide highlights from around the District.
<b>Recommendation:</b>  N/A
<b>Alternatives:</b>  N/A





**Meeting Date:** January 27, 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>  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>  Administration recommends the approval of the attached financial statement.
<b>Alternatives:</b>  N/A

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CHECK CHE		CHECK		
NUMBER	TYP	AMOUNT	DATE	VENDOR
207262	V	-165,274.53	01/16/2025	TRANSPORTATION & DELIVERY INC
207415	V	-426.36	11/29/2024	CHILD SUPPORT SERVICES DIVISION
207416	V	-438.50	11/29/2024	LOCAL #70
207417	V	-1,030.00	11/29/2024	MINNESOTA CHILD SUPPORT PAYMENT CENTER
207419	V	-176.25	11/29/2024	OFFICE AND PROF EMPLOYEES UNION
207421	V	-5.00	11/29/2024	SOUTH ST PAUL OPEN FOUNDATION
207422	V	-60.00	11/29/2024	SOUTH ST PAUL EDUCATION FOUNDATION
207424	R	3,431.00	12/06/2024	A TOUCH OF MAGIC
207425	R	3.78	12/06/2024	ACE HARDWARE & PAINT
207426	R	72.00	12/06/2024	ADVANTAGE EDUCATIONAL PROGRAMS
207427	R	8,321.55	12/06/2024	ALLSTREAM
207428	R	968.78	12/06/2024	AMAZON CAPITAL SERVICES
207429	R	1,073.20	12/06/2024	AMERGIS HEALTHCARE STAFFING INC
207430	R	3,575.00	12/06/2024	AMPERSAND THERAPY LLC
207431	R	100.00	12/06/2024	ANDERSON, FALLON
207432	R	992.11	12/06/2024	BIMBO BAKERIES USA
207433	R	1,347.40	12/06/2024	BIX PRODUCE COMPANY
207434	R	100.00	12/06/2024	BRIESE, RYAN
207435	R	149.99	12/06/2024	CATALYST SOURCING SOLUTIONS
207436	R	5,850.00	12/06/2024	CESO FINANCE LLC
207437	R	681.23	12/06/2024	CINTAS
207438	R	1,645.00	12/06/2024	CITY OF SOUTH ST PAUL
207439	R	1,118.60	12/06/2024	CONTINENTAL CLAY CO
207440	R	60.00	12/06/2024	CORSELLO, ANNA
207441	R	80.00	12/06/2024	CROSS COMMUNITY PLAYERS
207442	R	52.95	12/06/2024	CULLIGAN-MILBERT COMPANY
207443	R	378.80	12/06/2024	DECKER TAPE PRODUCTS
207444	R	55.00	12/06/2024	EARL F ANDERSON INC
207445	R	415.17	12/06/2024	EDUCATORS BENEFIT CONSULTANTS LLC
207446	R	858.01	12/06/2024	EMI AUDIO
207447	R	451.89	12/06/2024	FLINN SCIENTIFIC INC
207448	R	2,534.25	12/06/2024	GRAND SLAM
207449	R	703.55	12/06/2024	GRAPHIC EDGE DBA GAME ONE
207450	R	27.00	12/06/2024	GROTH MUSIC CO
207451	R	67.00	12/06/2024	HUSSEIN, HAFIT
207452	R	1,707.14	12/06/2024	INDIANHEAD FOODSERVICE DISTRIBUTOR INC
207453	R	17.00	12/06/2024	JOSTENS
207454	R	81.00	12/06/2024	LILY OF THE LIGHT LLC
207455	R	1,670.00	12/06/2024	LINDENMEYR MUNROE
207456	R	422.88	12/06/2024	LINK INTERPRET
207457	R	166.05	12/06/2024	MCMASTER-CARR SUPPLY COMPANY
207458	R	1,230.94	12/06/2024	MUSKEGON HEIGHTS SOLAR LLC
207459	R	623.50	12/06/2024	NCS PEARSON EDUCATION
207460	R	13,340.00	12/06/2024	NEO ELECTRIC SOLUTIONS
207461	R	26,794.08	12/06/2024	NORTHLINE TRANSPORTATION
207462	R	100.00	12/06/2024	OLSON, BREANNA
207463	R	53.94	12/06/2024	PITNEY BOWES INC
207464	R	330.26	12/06/2024	PLUNKETT'S PEST CONTROL
207465	R	67.00	12/06/2024	QUIGGLE, BRAD
207466	R	495.80	12/06/2024	RENT N SAVE
207467	R	1,500.00	12/06/2024	SPARK PATH
207468	R	15,480.00	12/06/2024	SQUIRES WALDSPURGER & MACE PA
207469	R	4,800.41	12/06/2024	ST PAUL BEVERAGE SOLUTIONS
207470	R	10,193.14	12/06/2024	STANDARD INSURANCE COMPANY
207471	R	1,470.00	12/06/2024	STOCKTON, STEPHANIE
207472	R	4,852.70	12/06/2024	SUNBELT STAFFING

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NUMBER	TYP	AMOUNT	DATE	VENDOR
207473	R	2,577.96	12/06/2024	T-MOBILE
207474	R	35,548.51	12/06/2024	TEACHERS ON CALL
207475	R	1,984.50	12/06/2024	TEXTHELP
207476	R	391.77	12/06/2024	TRANS-MISSISSIPPI BIOLOGICAL SUPPLY
207477	R	4,126.74	12/06/2024	TRIO SUPPLY CO
207478	R	642.98	12/06/2024	TWIN CITY JANITOR SUPPLY INC
207479	R	38,872.13	12/06/2024	UPPER LAKES FOODS
207480	R	149.00	12/06/2024	US BANK
207481	R	1,014.91	12/06/2024	XCEL ENERGY
207482	R	916.50	12/06/2024	ZEN EDUCATE
207483	R	426.36	12/13/2024	CHILD SUPPORT SERVICES DIVISION
207484	R	438.50	12/13/2024	LOCAL #70
207485	R	1,030.00	12/13/2024	MINNESOTA CHILD SUPPORT PAYMENT CENTER
207486	R	176.25	12/13/2024	OFFICE AND PROF EMPLOYEES UNION
207487	R	12,989.39	12/13/2024	SOUTH ST PAUL TEACHER'S ASSOCIATION
207488	R	5.00	12/13/2024	SOUTH ST PAUL OPEN FOUNDATION
207489	R	60.00	12/13/2024	SOUTH ST PAUL EDUCATION FOUNDATION
207490	R	868.82	12/13/2024	SSP EASRP
207491	R	12.50	12/13/2024	WOOD COUNTY CHILD SUPPORT AGENCY
207492	R	168.25	12/17/2024	A PARTS WAREHOUSE
207493	R	43.99	12/17/2024	ACE HARDWARE & PAINT
207494	R	1,288.93	12/17/2024	AMAZON CAPITAL SERVICES
207495	R	1,848.80	12/17/2024	AMERGIS HEALTHCARE STAFFING INC
207496	R	14,391.50	12/17/2024	AMPERSAND THERAPY LLC
207497	R	5,110.14	12/17/2024	ARVIG
207498	R	350.00	12/17/2024	AUGSBURG UNIVERSITY
207499	R	750.00	12/17/2024	BACKUPIFY
207500	R	100.60	12/17/2024	BATTERIES PLUS BULBS
207501	R	9,835.75	12/17/2024	BEAUDRY OIL & PROPANE
207502	R	35.50	12/17/2024	BILBREY, AMANDA
207503	R	200.00	12/17/2024	BRIESE, RYAN
207504	R	200.00	12/17/2024	BRUNDIECK, ALEX
207505	R	2.20	12/17/2024	CASTILLO, SONNI
207506	R	4,387.50	12/17/2024	CESO FINANCE LLC
207507	R	183.53	12/17/2024	CINTAS
207508	R	65.00	12/17/2024	CITICARGO & STORAGE
207509	R	10,171.63	12/17/2024	CITY OF SOUTH ST PAUL - UTILITIES
207510	R	17,389.33	12/17/2024	CITY OF SOUTH ST PAUL
207511	R	112.32	12/17/2024	THE COLLEGE BOARD
207512	R	3,519.14	12/17/2024	COLLINS SPORTS MEDICINE
207513	R	60.00	12/17/2024	CORSELLO, ANNA
207514	R	230.13	12/17/2024	CULLIGAN-MILBERT COMPANY
207515	R	525.00	12/17/2024	DEWALD, RINA
207516	R	30.00	12/17/2024	DOBLE, MARK
207517	R	400.00	12/17/2024	EDEN PRAIRIE SCHOOLS
207518	R	2,100.00	12/17/2024	EHLERS & ASSOCIATES
207519	R	34.95	12/17/2024	GENERAL PARTS INC
207520	R	43.97	12/17/2024	GOLDCOM INC
207521	R	60.00	12/17/2024	GRAPHIC EDGE DBA GAME ONE
207522	R	3,900.00	12/17/2024	GREAT MINDS PBC
207523	R	600.00	12/17/2024	HILL-MURRAY SCHOOL
207524	R	1,000.00	12/17/2024	HIRTE, DIANA
207525	R	250.00	12/17/2024	HOPKINS HIGH SCHOOL
207526	R	9,937.50	12/17/2024	HRM HELPS LLC
207527	R	35.67	12/17/2024	HUESER, DARLENE
207528	R	67.00	12/17/2024	HUSSEIN, HAFIT

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NUMBER	TYP	AMOUNT	DATE	VENDOR
207529	R	2,799.70	12/17/2024	INTERMEDIATE DISTRICT #917
207530	R	7.14	12/17/2024	LEPPLA, MIN
207531	R	13,011.68	12/17/2024	LOFFLER COMPANIES
207532	R	25.00	12/17/2024	LYDA, EMMEANNA
207533	R	1,071.45	12/17/2024	MACKIN EDUCATIONAL RESOURCES
207534	R	300.00	12/17/2024	MAPLE GROVE HIGH SCHOOL
207535	R	67.00	12/17/2024	MARIK, CALEB
207536	R	150.00	12/17/2024	MESPA
207537	R	1,009.00	12/17/2024	MI TECHNOLOGIES INC
207538	R	4.30	12/17/2024	MICKELSON, MARY
207539	R	860.00	12/17/2024	MN ADMINISTRATORS FOR SPECIAL EDUCATION
207540	R	1,516.00	12/17/2024	MN BEHAVIORAL SPECIALISTS
207541	R	600.00	12/17/2024	MONTICELLO HIGH SCHOOL
207542	R	757.00	12/17/2024	MRI SOFTWARE LLC
207543	R	7,603.65	12/17/2024	NETWORK SERVICES COMPANY
207544	R	300.00	12/17/2024	PARK CENTER HIGH SCHOOL
207545	R	150.00	12/17/2024	PARK WOLFPACK WRESTLING BOOSTER CLUB
207546	R	1,652.67	12/17/2024	PDQ.COM CORPORATION
207547	R	22.26	12/17/2024	PIEKARSKI, DIAN
207548	R	350.00	12/17/2024	PINE ISLAND HIGH SCHOOL
207549	R	103.37	12/17/2024	PROPIO LS LLC
207550	R	2,957.08	12/17/2024	RED CEDAR CONSULTING LLC
207551	R	1,158.00	12/17/2024	REGENTS OF THE UNIVERSITY OF MINNESOTA
207552	R	200.00	12/17/2024	RILEY, SENTA
207553	R	8,018.00	12/17/2024	RUBICON WEST LLC
207554	R	87,295.51	12/17/2024	SAFEWAY BUS COMPANY
207555	R	932.66	12/17/2024	SCHOOL SPECIALTY LLC
207556	R	8,800.00	12/17/2024	SETHURAJU, RAJ
207557	R	49,118.53	12/17/2024	SHI INTERNATIONAL CORP
207558	R	150.00	12/17/2024	SIMLEY HIGH SCHOOL
207559	R	355.68	12/17/2024	ST PAUL PIONEER PRESS
207560	R	5,762.50	12/17/2024	SUNBELT STAFFING
207561	R	350.00	12/17/2024	TEAMWORKS INTERNATIONAL INC
207562	R	173.20	12/17/2024	TRANSPORTATION & DELIVERY INC
207563	R	240.00	12/17/2024	TWO RIVERS DEBATE TEAM
207564	R	650.00	12/17/2024	WALLACE RADIO SYNDICATION LLC
207565	R	51,802.18	12/17/2024	XCEL ENERGY
207566	R	319.79	12/17/2024	ZEN EDUCATE
207567	R	426.36	12/17/2024	CHILD SUPPORT SERVICES DIVISION
207568	R	438.50	12/17/2024	LOCAL #70
207569	R	1,030.00	12/17/2024	MINNESOTA CHILD SUPPORT PAYMENT CENTER
207570	R	176.25	12/17/2024	OFFICE AND PROF EMPLOYEES UNION
207571	R	5.00	12/17/2024	SOUTH ST PAUL OPEN FOUNDATION
207572	R	60.00	12/17/2024	SOUTH ST PAUL EDUCATION FOUNDATION
207573	R	149.99	12/20/2024	CATALYST SOURCING SOLUTIONS
207574	R	5,970.45	12/20/2024	GRAPHIC EDGE DBA GAME ONE
207575	R	5,014.98	12/20/2024	GREAT RIVER PRINTING SERVICES
207576	R	305.40	12/20/2024	HOMELAND HEALTH SPECIALISTS INC
207577	R	50.00	12/20/2024	KENNEDY & GRAVEN
207578	R	625.91	12/20/2024	KWIK TRIP EXTENDED NETWORK
207579	R	399.00	12/20/2024	MASBO
207580	R	1,335.00	12/20/2024	MMKR & CO
207581	R	12,576.87	12/20/2024	SAFEWAY BUS COMPANY
207582	R	9,646.14	12/20/2024	SPECIAL SCHOOL DISTRICT #1
207583	R	56,395.29	12/20/2024	VANTAGE FINANCIAL LLC
207584	R	7,497.44	12/20/2024	XCEL ENERGY

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NUMBER	TYP	AMOUNT	DATE VENDOR
207585	R	426.36	12/30/2024 CHILD SUPPORT SERVICES DIVISION
207586	R	438.50	12/30/2024 LOCAL #70
207587	R	1,030.00	12/30/2024 MINNESOTA CHILD SUPPORT PAYMENT CENTER
207588	R	96.00	12/30/2024 NCPERS GROUP LIFE INS
207589	R	176.25	12/30/2024 OFFICE AND PROF EMPLOYEES UNION
207590	R	13,092.43	12/30/2024 SOUTH ST PAUL TEACHER'S ASSOCIATION
207591	R	5.00	12/30/2024 SOUTH ST PAUL OPEN FOUNDATION
207592	R	60.00	12/30/2024 SOUTH ST PAUL EDUCATION FOUNDATION
207593	R	825.51	12/30/2024 SSP EASRP
207594	R	12.50	12/30/2024 WOOD COUNTY CHILD SUPPORT AGENCY
207595	R	3,663.05	01/02/2025 AMAZON CAPITAL SERVICES
207596	R	13,552.65	01/02/2025 AMERGIS HEALTHCARE STAFFING INC
207597	R	10,360.25	01/02/2025 AMPERSAND THERAPY LLC
207598	R	11,076.22	01/02/2025 BOOKSOURCE
207599	R	1,238.98	01/02/2025 CAPITAL ONE TRADE CREDIT
207600	R	5,850.00	01/02/2025 CESO FINANCE LLC
207601	R	620.00	01/02/2025 CONQUER NINJA GYMS
207602	R	400.00	01/02/2025 FARMINGTON GYMNASTICS & CHEER
207603	R	350.00	01/02/2025 FARMINGTON CHIROPRACTIC CLINIC PA
207604	R	662.92	01/02/2025 FIRST BOOK
207605	R	221.22	01/02/2025 FIRST SUPPLY LLC - TWIN CITIES
207606	R	5,225.68	01/02/2025 FRONTLINE TECHNOLOGIES GROUP LLC
207607	R	63.00	01/02/2025 GENEUREUX, JOANNA
207608	R	1,500.00	01/02/2025 GIPPER MEDIA INC
207609	R	7,658.00	01/02/2025 GO2 PRINT MEDIA GROUP
207610	R	4,800.00	01/02/2025 GOAL GETTERS ACADEMY
207611	R	105.37	01/02/2025 GRAINGER INC
207612	R	588.00	01/02/2025 GRAPHIC EDGE DBA GAME ONE
207613	R	249.20	01/02/2025 GRAYBAR
207614	R	7,250.00	01/02/2025 HAWKEYE BUILDING AUTOMATION
207615	R	915.90	01/02/2025 HENRICKSEN PSG
207616	R	700.00	01/02/2025 HOLMEN HIGH SCHOOL
207617	R	378.00	01/02/2025 HOME DEPOT CREDIT SERVICES
207618	R	4,734.99	01/02/2025 HORIZON COMMERCIAL POOL SUPPLY
207619	R	67.00	01/02/2025 HUSSEIN, HAFIT
207620	R	157,943.71	01/02/2025 IND SCHOOL DISTRICT 197/COMMUNITY ED
207621	R	55,109.42	01/02/2025 IND SCHOOL DISTRICT 199/COMMUNITY ED
207622	R	50.24	01/02/2025 INNOVATIVE OFFICE SOLUTIONS LLC
207623	R	100.00	01/02/2025 JAKACKI, DOUG
207624	R	100.00	01/02/2025 KAMENOR, MICHELLE
207625	R	175.00	01/02/2025 KHUNISORN, PLOY
207626	R	7.92	01/02/2025 KUEHN, KIMBERLY
207627	R	252.00	01/02/2025 LANGUAGE TESTING INTERNATIONAL INC
207628	R	270.00	01/02/2025 LILY OF THE LIGHT LLC
207629	R	2,308.75	01/02/2025 LINDENMEYR MUNROE
207630	R	90.00	01/02/2025 MADAUS, KRISTEN
207631	R	67.00	01/02/2025 MARIK, CALEB
207632	R	1,219.72	01/02/2025 MARK'S PLUMBING PARTS
207633	R	2,645.25	01/02/2025 MCDONOUGH'S SEWER SERVICE
207634	R	78.00	01/02/2025 MCKINNEY, VALISA
207635	R	114.97	01/02/2025 MCMASTER-CARR SUPPLY COMPANY
207636	R	2,880.00	01/02/2025 MERIDIAN CONSULTING/DAVID SLOMKOWSKI
207637	R	25.44	01/02/2025 MIDWEST MACHINERY CO
207638	R	13.00	01/02/2025 MINNESOTA LOCKS
207639	R	493.87	01/02/2025 MINNESOTA MEDICAL TRAINING SERVICES
207640	R	50.00	01/02/2025 MN STATE HIGH SCHOOL LEAGUE

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NUMBER	TYP	AMOUNT	DATE	VENDOR
207641	R	1,001.18	01/02/2025	NCS PEARSON EDUCATION
207642	R	2,410.00	01/02/2025	NDC4 CABLE COMMISSION
207643	R	5,071.11	01/02/2025	NEO ELECTRIC SOLUTIONS
207644	R	5,493.76	01/02/2025	NITTI SANITATION
207645	R	11,037.70	01/02/2025	NORTHLINE TRANSPORTATION
207646	R	108.00	01/02/2025	OLLOM APPLIANCE
207647	R	52.91	01/02/2025	OXYGEN SERVICE CO INC
207648	R	3,000.00	01/02/2025	PAIGE PSYCHOLOGICAL CONSULTING LLC
207649	R	1,456.38	01/02/2025	PETERSON BROS. ROOFING & CONSTRUCTION
207650	R	1,009.75	01/02/2025	PITNEY BOWES INC PURCHASE POWER
207651	R	143.04	01/02/2025	PLUNKETT'S PEST CONTROL
207652	R	183.70	01/02/2025	PRO-ED
207653	R	63.00	01/02/2025	PROVO, KELSEY
207654	R	300.00	01/02/2025	RATZ, KIM
207655	R	430.36	01/02/2025	RED BALLOON BOOKSHOP
207656	R	69,900.00	01/02/2025	REGENTS OF THE UNIVERSITY OF MINNESOTA
207657	R	157.50	01/02/2025	RINALDI, LINDA
207658	R	63.00	01/02/2025	SCHULTZ, NICOLE
207659	R	12,238.00	01/02/2025	SHI INTERNATIONAL CORP
207660	R	50.00	01/02/2025	SKWIRA, PETER
207661	R	2,983.33	01/02/2025	SPECIAL SCHOOL DISTRICT #1
207662	R	134.02	01/02/2025	STACK-JOHNSON, SUSAN
207663	R	198.00	01/02/2025	STRAUSS SKATES & BICYCLES
207664	R	2,641.50	01/02/2025	SUNBELT STAFFING
207665	R	17,966.96	01/02/2025	TEACHERS ON CALL
207666	R	270.00	01/02/2025	TOAY, GRETCHEN
207667	R	92.11	01/02/2025	TRACTOR SUPPLY CREDIT PLAN
207668	R	4,167.76	01/02/2025	TWIN CITY JANITOR SUPPLY INC
207669	R	148.34	01/02/2025	TWIN CITY HARDWARE CO
207670	R	1,907.36	01/02/2025	VIRCO INC
207671	R	1,850.56	01/02/2025	VOSS LIGHTING
207672	R	1,072.50	01/02/2025	ZAHL-PETROLEUM MAINTENANCE CO
207673	R	1,283.10	01/02/2025	ZEN EDUCATE
207674	R	63.00	01/02/2025	ZWEBER, KATHERINE
207675	R	35.50	01/02/2025	ZWEBER, ZOE
207676	R	5,025.00	01/10/2025	A+ DRIVING SCHOOL
207677	R	1,585.20	01/10/2025	ADWEAR SPECIALTIES INC
207678	R	8,269.71	01/10/2025	ALLSTREAM
207679	R	439.48	01/10/2025	AMAZON CAPITAL SERVICES
207680	R	10,653.00	01/10/2025	AMPERSAND THERAPY LLC
207681	R	750.00	01/10/2025	BACKUPIFY
207682	R	1,454.83	01/10/2025	BIMBO BAKERIES USA
207683	R	1,584.81	01/10/2025	BIX PRODUCE COMPANY
207684	R	3,261.58	01/10/2025	CANON FINANCIAL SERVICES
207685	R	149.99	01/10/2025	CATALYST SOURCING SOLUTIONS
207686	R	20,680.00	01/10/2025	CDW GOVERNMENT INC
207687	R	49.76	01/10/2025	CINTAS
207688	R	1,425.12	01/10/2025	CINTAS
207689	R	22,364.17	01/10/2025	CITY OF SOUTH ST PAUL
207690	R	12.29	01/10/2025	CLASSEN, GLORIA
207691	R	432.83	01/10/2025	COLLINS SPORTS MEDICINE
207692	R	52.95	01/10/2025	CULLIGAN-MILBERT COMPANY
207693	R	697.00	01/10/2025	DAKOTA COUNTY FINANCE
207694	R	861.00	01/10/2025	DASH SPORTS LLC
207695	R	425.14	01/10/2025	EDUCATORS BENEFIT CONSULTANTS LLC
207696	R	120.00	01/10/2025	FARMINGTON PUBLIC SCHOOLS

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207697	R	6,466.55	01/10/2025	GENERAL PARTS INC
207698	R	133.24	01/10/2025	GRAINGER INC
207699	R	583.95	01/10/2025	GROTH MUSIC CO
207700	R	700.00	01/10/2025	GUTZMAN, DEBRA
207701	R	14,800.00	01/10/2025	HAWKEYE BUILDING AUTOMATION
207702	R	560.00	01/10/2025	HOFFMANN, LINDA
207703	R	16.66	01/10/2025	HUESER, DARLENE
207704	R	275.00	01/10/2025	IND SCHOOL DISTRICT 286
207705	R	1,816.32	01/10/2025	INDIANHEAD FOODSERVICE DISTRIBUTOR INC
207706	R	732.25	01/10/2025	KWIK TRIP EXTENDED NETWORK
207707	R	19.04	01/10/2025	LEPPLA, MIN
207708	R	1,527.00	01/10/2025	LINDENMEYR MUNROE
207709	R	15,281.31	01/10/2025	LOFFLER COMPANIES
207710	R	3,300.00	01/10/2025	MEDICINE LAKE TOURS
207711	R	608.50	01/10/2025	MN BEHAVIORAL SPECIALISTS
207712	R	1,230.00	01/10/2025	MN THESPIANS
207713	R	126.00	01/10/2025	MRI SOFTWARE LLC
207714	R	595.34	01/10/2025	MUSKEGON HEIGHTS SOLAR LLC
207715	R	39.99	01/10/2025	NAPA AUTO PARTS
207716	R	6,685.00	01/10/2025	NEO ELECTRIC SOLUTIONS
207717	R	9,946.08	01/10/2025	NETWORK SERVICES COMPANY
207718	R	1,033.53	01/10/2025	NEW DOMINION SCHOOL/AUSTIN
207719	R	7,319.42	01/10/2025	NORTHLINE TRANSPORTATION
207720	R	250.00	01/10/2025	OVERELL, STEPHANIE
207721	R	22.99	01/10/2025	PIEKARSKI, DIAN
207722	R	161.83	01/10/2025	PITNEY BOWES INC
207723	R	330.26	01/10/2025	PLUNKETT'S PEST CONTROL
207724	R	7,886.49	01/10/2025	QUALITY LOCKSMITH SERVICE
207725	R	400.00	01/10/2025	RIVER FALLS GYMNASTICS CLUB
207726	R	450.00	01/10/2025	SEVERSON, LAUREL
207727	R	10.00	01/10/2025	SOUTH ST PAUL EDUCATION FOUNDATION
207728	R	5,777.21	01/10/2025	ST PAUL BEVERAGE SOLUTIONS
207729	R	192.64	01/10/2025	STACK-JOHNSON, SUSAN
207730	R	10,120.21	01/10/2025	STANDARD INSURANCE COMPANY
207731	R	2,475.50	01/10/2025	SUNBELT STAFFING
207732	R	46,741.82	01/10/2025	TEACHERS ON CALL
207733	R	4,864.15	01/10/2025	TRIO SUPPLY CO
207734	R	66,198.32	01/10/2025	UPPER LAKES FOODS
207735	R	105,459.60	01/10/2025	XCEL ENERGY
207736	R	916.50	01/10/2025	ZEN EDUCATE
207737	R	21.75	01/10/2025	SSP EASRP
207738	R	426.36	01/15/2025	CHILD SUPPORT SERVICES DIVISION
207739	R	438.50	01/15/2025	LOCAL #70
207740	R	1,030.00	01/15/2025	MINNESOTA CHILD SUPPORT PAYMENT CENTER
207741	R	183.00	01/15/2025	OFFICE AND PROF EMPLOYEES UNION
207742	R	13,034.72	01/15/2025	SOUTH ST PAUL TEACHER'S ASSOCIATION
207743	R	5.00	01/15/2025	SOUTH ST PAUL OPEN FOUNDATION
207744	R	60.00	01/15/2025	SOUTH ST PAUL EDUCATION FOUNDATION
207745	R	847.26	01/15/2025	SSP EASRP
207746	R	12.50	01/15/2025	WOOD COUNTY CHILD SUPPORT AGENCY
207747	R	165,274.53	01/16/2025	TRANSPORTATION & DELIVERY INC
207748	R	2,677.50	01/17/2025	CESO FINANCE LLC
207749	R	188,989.87	01/17/2025	IND SCHOOL DISTRICT 197/COMMUNITY ED
207750	R	58,430.02	01/17/2025	IND SCHOOL DISTRICT 199/COMMUNITY ED
207751	R	1,830.74	01/17/2025	PITNEY BOWES INC PURCHASE POWER
207752	R	94,306.51	01/17/2025	SAFEBAY BUS COMPANY

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207753	R	400.00	01/17/2025	WOLF DEN GYMNASTICS BOOSTER CLUB
202400261	W	1,563.00	12/08/2024	MEDSURETY
202400262	W	0.00	11/15/2024	MINNESOTA PAYROLL TAXES
202400263	W	-414.30	11/15/2024	FEDERAL PAYROLL TAXES
202400264	W	-76.69	11/15/2024	PERA
202400265	W	-360.64	11/15/2024	TEACHER RETIREMENT ASSOCIATION
202400266	W	0.00	12/06/2024	MINNESOTA PAYROLL TAXES
202400267	W	414.30	12/06/2024	FEDERAL PAYROLL TAXES
202400268	W	76.69	12/06/2024	PERA
202400269	W	360.64	12/06/2024	TEACHER RETIREMENT ASSOCIATION
202400270	W	47,938.12	12/13/2024	MINNESOTA PAYROLL TAXES
202400271	W	285,752.65	12/13/2024	FEDERAL PAYROLL TAXES
202400272	W	1,453.93	12/13/2024	MN DEPT OF REVENUE
202400273	W	46,241.88	12/13/2024	PERA
202400274	W	55,363.20	12/13/2024	TSA/ACH DEDUCTION
202400275	W	153,322.47	12/13/2024	TEACHER RETIREMENT ASSOCIATION
202400276	W	0.00	12/13/2024	MINNESOTA PAYROLL TAXES
202400277	W	0.00	12/13/2024	FEDERAL PAYROLL TAXES
202400278	W	47,852.89	12/30/2024	MINNESOTA PAYROLL TAXES
202400279	W	282,994.33	12/30/2024	FEDERAL PAYROLL TAXES
202400280	W	1,278.78	12/30/2024	MN DEPT OF REVENUE
202400281	W	44,355.32	12/30/2024	PERA
202400282	W	56,171.34	12/30/2024	TSA/ACH DEDUCTION
202400283	W	150,722.85	12/30/2024	TEACHER RETIREMENT ASSOCIATION
202400284	W	80.01	01/03/2025	MINNESOTA PAYROLL TAXES
202400285	W	484.41	01/03/2025	FEDERAL PAYROLL TAXES
202400286	W	313.45	01/03/2025	PERA
202400291	W	836.00	01/08/2025	MEDSURETY
202400292	W	47,471.97	01/15/2025	MINNESOTA PAYROLL TAXES
202400293	W	287,032.15	01/15/2025	FEDERAL PAYROLL TAXES
202400294	W	-198.68	01/15/2025	MN DEPT OF REVENUE
202400295	W	48,013.10	01/15/2025	PERA
202400296	W	55,066.37	01/15/2025	TSA/ACH DEDUCTION
202400297	W	153,620.99	01/15/2025	TEACHER RETIREMENT ASSOCIATION
242500244	A	95.96	12/19/2024	ANDERSON, CONRAD
242500245	A	63.92	12/19/2024	BRANDECKER, LISA
242500246	A	67.67	12/19/2024	BRIAN, TIFFANY
242500247	A	76.67	12/19/2024	CLEMENT, THERESA
242500248	A	192.95	12/19/2024	CONTRERAS, BRIDGET
242500249	A	34.71	12/19/2024	EMERY, HEATHER
242500250	A	23.64	12/19/2024	FREMSTAD, EMILEE
242500251	A	116.50	12/19/2024	GAMEZ, LESLY
242500252	A	172.92	12/19/2024	HABER, CHARLOTTE
242500253	A	64.66	12/19/2024	HANLEY, KATHLEEN
242500254	A	105.00	12/19/2024	HANSEN, JODY
242500255	A	90.26	12/19/2024	HOLSEN, ERIC
242500256	A	32.33	12/19/2024	JAIMES-CASTELLANOS, MARIA
242500257	A	89.99	12/19/2024	LEVINE, SANDRA
242500258	A	82.85	12/19/2024	NYGAARD, LINDA
242500259	A	326.69	12/19/2024	SARACENO, DANIELLE
242500260	A	48.01	12/19/2024	SKELLY, CHRISTOPHER
242500261	A	47.77	12/19/2024	THERRES, HEIDI
242500262	A	39.90	12/19/2024	TRETTEL, CALVIN
242500263	A	67.80	12/19/2024	WOHLERS, DARII
242500264	A	90.00	01/02/2025	AHSENMACHER WINTER, AMY
242500265	A	90.00	01/02/2025	ANDERSON, CHAD



CHECK CHE		CHECK		
NUMBER	TYP	AMOUNT	DATE	VENDOR
242500266	A	90.00	01/02/2025	BARTER, ANDREW
242500267	A	90.00	01/02/2025	BAUER, MEREDITH
242500268	A	90.00	01/02/2025	BERCHTOLD, JAMIE
242500269	A	90.00	01/02/2025	BOURG, LEAH
242500270	A	90.00	01/02/2025	BRANDECKER, LISA
242500271	A	90.00	01/02/2025	BRETOI, TERRENCE
242500272	A	90.00	01/02/2025	BURCKHARDT, CANDACE
242500273	A	90.00	01/02/2025	CHILDS, DANETTE
242500274	A	90.00	01/02/2025	DANIELSON, JENNIFER
242500275	A	90.00	01/02/2025	FENTON, MARK
242500276	A	90.00	01/02/2025	GAMEZ, LESLY
242500277	A	90.00	01/02/2025	HANSEN, JODY
242500278	A	82.15	01/02/2025	HOLSEN, ERIC
242500279	A	45.00	01/02/2025	JACOBS-BUSE, LINDA
242500280	A	2.81	01/02/2025	JAIMES-CASTELLANOS, MARIA
242500281	A	22.76	01/02/2025	KAUFMAN, LISA
242500282	A	92.48	01/02/2025	KNAUS, JACOB
242500283	A	90.00	01/02/2025	KRUEGER, BRADY
242500284	A	85.09	01/02/2025	LASKA, KIMBERLY
242500285	A	45.00	01/02/2025	LENTSCH, PETER
242500286	A	38.12	01/02/2025	LIESENER, PATRICIA
242500287	A	45.00	01/02/2025	LOUGH, LAWRENCE
242500288	A	90.00	01/02/2025	MILTEER, JOEL
242500289	A	59.94	01/02/2025	MOEN, PAUL
242500290	A	90.00	01/02/2025	MOSES, CHRISTINA
242500291	A	90.00	01/02/2025	OCHOCKI, CHARLES
242500292	A	45.00	01/02/2025	OSTER, PATRICK
242500293	A	45.00	01/02/2025	PENMAN, MICHELLE
242500294	A	90.00	01/02/2025	PETERSON, LORI
242500295	A	86.03	01/02/2025	SARACENO, DANIELLE
242500296	A	260.32	01/02/2025	SCHULTZ, MEGHAN
242500297	A	90.00	01/02/2025	SCHWAB, ROBIN
242500298	A	90.00	01/02/2025	SEXAUER, JENNIFER
242500299	A	90.00	01/02/2025	TAYLOR MINER, MELANEE
242500300	A	37.45	01/02/2025	THERRES, HEIDI
242500301	A	45.00	01/02/2025	VANDERBILT, TONY
242500302	A	90.00	01/02/2025	WELLS, TRAVIS
242500303	A	90.00	01/02/2025	ZAMBRENO, BRIAN
242500304	A	90.00	01/02/2025	ZEHNDER, JEAN

3,676,047.94 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	1,729,355.72	0.00	1,035,499.11	2,764,854.83
02	FOOD SERVICE	34,118.28	6.50	152,518.15	186,642.93
04	COMMUNITY EDUCATION	532,728.75	0.00	30,428.37	563,157.12
05	CAPITAL	2,481.82	0.00	146,109.52	148,591.34
50	ACTIVITY ACCOUNT	12,801.72	0.00	0.00	12,801.72
***	Fund Summary Totals ***	2,311,486.29	6.50	1,364,555.15	3,676,047.94

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

**CHECKRUNS**

<b>FUND</b>	<b>DESCRIPTION</b>	<b>December 04, 2025 - January 24, 2025</b>
1	GENERAL	\$ 2,764,854.83
2	FOOD SERVICE	186,642.93
4	COMMUNITY EDUCATION	563,157.12
5	CAPITAL	148,591.34
7	DEBT SERVICE	-
20	INTERNAL SERVICE	-
50	ACTIVITY ACCOUNTS	12,801.72
	<b>TOTAL</b>	<b>\$ 3,676,047.94</b>

<b>PAYROLL</b>		<b>12/15/24, 12/30/24, 1/15/2025</b>
Payroll Direct Deposit	900110315 - 900111420	\$ 2,549,320.35



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

**Meeting Date:** January 27, 2025

**Place on Agenda:** Consent Items

**Action Requested:** Approval

**Attachment:** Staffing

<b>Topic:</b> Staffing
<b>Presenter(s):</b> Chair
<b>Background:</b>  The staffing report includes the Appointments, Resignations, Transfers, Retirements, Abolishments and Leaves being recommended to the School Board for approval.
<b>Recommendation:</b>  Administration recommends approval of the proposed staffing and supplemental staffing as presented.
<b>Alternatives:</b>  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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**Certified**

**A. Appointments/Reassignments**

1. Robert Cin-Walker- Targeted Services - Elementary Teacher, Kaposia, 2 days a week, effective November 11, 2024 - April 30, 2025
2. Matt Munding- Targeted Services - Elementary Teacher, Kaposia, 2 days a week, effective November 11, 2024 - April 30, 2025
3. Kristine Kirchner- Targeted Services - Elementary Teacher, Kaposia, 2 days a week, effective November 11, 2024 - April 30, 2025
4. Sarah Ridgeway -Targeted Services - Elementary Teacher, Kaposia, 2 days a week, effective November 11, 2024 - April 30, 2025
5. Dianne Spannbauer - Targeted Services - Elementary Teacher, Kaposia, 2 days a week, effective November 11, 2024 - April 30, 2025
6. Lauren Foley - Targeted Services - Elementary Teacher, Kaposia, 2 days a week, effective November 11, 2024 - April 30, 2025
7. Stacy Elliott - Targeted Services - Elementary Teacher, Kaposia, 2 days a week, effective November 11, 2024 - April 30, 2025
8. Rebecca Latter - Targeted Services - Elementary Teacher, Lincoln, 2 days a week, effective November 19, 2024 - April 30, 2025
9. Kari Kielsa - Targeted Services - Elementary Teacher, Lincoln, 2 days a week, effective November 19, 2024 - April 30, 2025
10. Avery Snyder - Targeted Services - Elementary Teacher, Lincoln, 2 days a week, effective November 19, 2024 - April 30, 2025
11. Nathaniel Knapp-Vasquez - Targeted Services - Elementary Teacher, Lincoln, 2 days a week, effective November 19, 2024 - April 30, 2025
12. Anna Watt - Targeted Services - Elementary Teacher, Lincoln, 2 days a week, effective November 19, 2024 - April 30, 2025
13. Mara Seurer - Targeted Services - Elementary Teacher, Lincoln, 2 days a week, effective November 19, 2024 - April 30, 2025
14. Heather Gysbers - Targeted Services - Elementary Teacher, Lincoln, 2 days a week, effective November 19, 2024 - April 30, 2025

15. Elizabeth Sierminski - Targeted Services - Elementary Teacher, Lincoln, 2 days a week, effective November 19, 2024 - April 30, 2025
16. Deborah Borrell - Targeted Services - Elementary Teacher, Lincoln, 2 days a week, effective November 19, 2024 - April 30, 2025
17. Michelle Jensen - Targeted Services - Elementary Teacher, Lincoln, Sub as needed, effective November 26, 2024
18. Catherine Gieselman- 0.52 FTE, ECFE Teacher, Family Education Center, MA, Step 1, effective January 13, 2025
19. Caroline Ryan- 0.50 FTE, School Social Worker, Kaposia, BA, Step 10, effective January 23, 2025

B. Resignations/Retirements/Leaves/Reductions/Other

1. Paige Richmond - Resignation, MTSS Specialist, Kaposia, effective January 17, 2025
2. Makayla Griffin - Resignation, Early Childhood Family Educator, Family Ed, effective December 20, 2024
3. Emma Mayes - Resignation, Special Education Teacher, High School, effective January 10, 2025
4. David Palmquist - Resignation, Head Boys Golf Coach, Secondary, effective January 6, 2025
5. Jesse Moen - Resignation, Grade 5 Teacher, Lincoln Center, effective June 13, 2025
6. Margaret Palumbo - Leave of Absence, Phy Ed Teacher, Middle School, effective January 30, 2025 through February 21, 2025
7. Allison Jensen - Resignation, Special Education Teacher, Lincoln Center, effective June 13, 2025

**ECA ACTIVITIES 2024-25**

MS Boys Basketball Coach	Isaac Rivera(Flex Position)	\$2237.00
Mistletoe Dance Advisor	Emilee Fremsted	\$800.00
Basketball Girls Volunteer Coach	Lindsey Peterson (Booster Paid)	\$700.00
Basketball Boys Volunteer	Deonte Roberts	Volunteer
Softball Varsity & Sophomore Coach	Dwain Brandner	\$3668.00
Softball Freshman Coach	Macioch, Abby	\$2821.00
Women's Society 9-12	Emilee Fremsted	\$4027.00

Classified

A. Appointments/Reassignments

1. Andrew Salmon - Nutrition Assistant, Secondary, \$18.26 an hour, effective December 16, 2024
2. Germaine Coleman - Student Supervisor, Kaposia, \$17.62 an hour, 3.5 hours per day, effective January 6, 2025
3. Erin Budzyn - Student Supervisor - Substitute, Kaposia, \$15 an hour, effective December 11, 2024
4. Erin Budzyn - Kids Choice Program - Substitute, District Wide, \$17 an hour, effective December 16, 2024
5. Carolyn Plasch - Kids Choice Program - Substitute, District Wide, \$18.86 an hour, effective November 13, 2024
6. Nora Tumberg - Kids Choice Program Assistant, Lincoln Center, **\$23.03 an hour, effective January 27, 2025**
7. Maggie McKnight - Early Learning Assistant - Substitute (ECFE & Preschool), District Wide, \$17.00 an hour, effective January 10, 2025
8. Josie Coleman - Kids Choice Program Assistant, Lincoln Center, **\$23.03 an hour**, effective January 8, 2025
9. Eli Malecha - Kids Choice Program - Substitute, District Wide, \$17.00 an hour, effective January 15, 2025
10. Dale Lundgren - Nutrition Services Assistant, Secondary, \$18.26 per hour, effective January 10, 2025
11. Jesse St. John - Special Education Assistant, Middle School, **\$24.62 per hour**, effective January 21, 2025
12. Calli Mikkelsen - Special Education Assistant, Lincoln Center, **\$24.62 per hour**, effective January 21, 2025
13. Sydney Skipper - Early Childhood Special Education Paraprofessional, Lincoln Center, \$24.62 an hour, effective January 24, 2025
14. Stephanie Rathmanner - Long Term Substitute - Clerical, Community Learning Center, \$19 an hour, **effective January 23, 2025**

15. Erick Estrada Mendez - Change from PT Cleaner to Cleaner Substitute, Secondary, effective January 17, 2025
16. Ruby Cano Berrios - Change from Cleaner Substitute to Summer Only, Secondary, effective January 17, 2025
17. Samuel Sevlie - Change from Night Supervisor/Engineer to Cleaner Substitute, Lincoln Center, effective January 24, 2025

B. Resignations/Retirements/Leaves/Reductions/Other

1. Rickie Russell - Resignation, Student Supervisor, Lincoln Center, effective December 13, 2024
2. Linda Nygaard - Resignation, Kitchen Manager, Lincoln Center, effective January 3, 2025
3. Ty Kier - Resignation, Special Education Assistant, Middle School, effective January 10, 2025
4. Courtney Renville Soto - Resignation, Cultural Liaison , District Wide, effective January 10, 2025
5. Nancey Quinn - Leave of Absence, Administrative Assistant - CLC, **effective January 27, 2025 through April 21, 2025**
6. Samuel Sevlie - Resignation, Night Supervisor/Engineer, Lincoln Center, effective January 24, 2025
7. Brittany Singleton - Resignation, Nutrition Services Assistant, Secondary, effective January 16, 2025
8. Danielle Nicholson - Leave of Absence, Assistant-Student Support, Kaposia, Intermittent (as needed), effective December 13, 2024 through June 13, 2025
9. Amanda Orchard - Leave of Absence, Assistant-Special Education, Lincoln Center, effective January 6, 2025 through February 23, 2025





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

**Meeting Date:** January 27, 2025

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

**Action Requested:** Approval

**Attachment:** 516, 513, 607, 614, 626, 418, 419, 437, 722

<b>Topic:</b> Policy Review – Final Reading and Approval
<b>Presenter(s):</b> Board Chair
<b>Background:</b> <p>School district policy #208 requires policies under review to be placed on two consecutive 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 on December 2nd, 2024. These policies remained on the December 9th, 2024 board agendas for review and comment. The policies are now in their third and final reading and up for approval at the Monday, January 27, 2025 Board meeting.</p>
<b>Recommendation:</b> <p>Approval</p>
<b>Alternatives:</b> <p>N/A</p>

*Passionate Learners Positively Changing Our World*

Adopted: January 24, 2005

MSBA/MASA Model Policy 516

Revised: 7/11/05; 10/23/06; 10/27/08; 11/10/14  
8/8/16; 6/26/1; 6/10/19; 5/26/20; 6/14/21  
6/27/22; 6/26/23; 1/27/25

Orig. 1995

Rev. 2024

## **516 STUDENT MEDICATION AND TELEHEALTH**

### **I. PURPOSE**

The purpose of this policy is to set forth the provisions that must be followed when administering non-emergency prescription medication to students at school.

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

The school district acknowledges that some students may require prescribed drugs or medication or telehealth during the school day. The school district's licensed school nurse, trained health staff, principal, or teacher will administer medications, except any form of medical cannabis, in accordance with law and school district procedures.

### **III. DRUG AND MEDICATION REQUIREMENTS**

#### **A. Administration of Drugs and Medicine**

1. The administration of medication or drugs at school requires a completed signed request from the student's parent. An oral request must be reduced to writing within two school days, provided that the school district may rely on an oral request until a written request is received.
2. Drugs and medicine subject to Minnesota Statutes, 121A.22 must be administered, to the extent possible, according to school board procedures that must be developed in consultation with:
  - a. with a licensed nurse, in a district that employs a licensed nurse under Minnesota Statutes, section 148.171;
  - b. with a licensed school nurse, in a district that employs a licensed school nurse licensed under Minnesota Rules, part 8710.6100;
  - c. with a public or private health-related organization, in a district that contracts with a public or private health or health-related organization, according to Minnesota Statutes, 121A.21; or
  - d. with the appropriate party, in a district that has an arrangement approved by the Commissioner of the Minnesota Department of Education, according to Minnesota Statutes, 121A.21.

### 3. Exclusions

The provisions on administration of drugs and medicine above do not apply to drugs or medicine that are:

- a. purchased without a prescription;
- b. used by a pupil who is 18 years old or older;
- c. used in connection with services for which a minor may give effective consent;
- d. used in situations in which, in the judgment of the school personnel, including a licensed nurse, who are present or available, the risk to the pupil's life or health is of such a nature that drugs or medicine should be given without delay;
- e. used off the fr school grounds;
- f. used in connection with athletics or extracurricular activities;
- g. used in connection with activities that occur before or after the regular school day;
- h. provided or administered by a public health agency to prevent or control an illness or a disease outbreak as provided under Minnesota law;
- i. prescription asthma or reactive airway disease medications can be self-administered by a student with an asthma inhaler if:
  - (1) the school district has received a written authorization each school year from the pupil's parent permitting the student to self-administer the medication;
  - (2) the inhaler is properly labeled for that student; and
  - (3) the parent has not requested school personnel to administer the medication to the student.

The school nurse or other appropriate party must assess the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting and enter into the student's school health record a plan to implement safe possession and use of asthma inhalers.

- j. epinephrine auto-injectors, consistent with Minnesota Statutes, section 121A.2205, if the parent and prescribing medical professional annually inform the pupil's school in writing that

- (1) the pupil may possess the epinephrine or

(2) the pupil is unable to possess the epinephrine and requires immediate access to epinephrine auto-injectors that the parent provides properly labeled to the school for the pupil as needed.

k. For the purposes of Minnesota Statutes, 121A.22, special health treatments and health functions, such as catheterization, tracheostomy suctioning, and gastrostomy feedings, do not constitute administration of drugs or medicine.

l. Emergency health procedures, including emergency administration of drugs and medicine are not subject to this policy.

## **B. Prescription Medication**

1. An “Administering Prescription Medications” form must be completed annually (once per school year) and/or when a change in the prescription or requirements for administration occurs. Prescription medication as used in this policy does not include any form of medical cannabis as defined in Minnesota Statutes, section 152.22, subdivision 6.
2. Prescription medication must come to school in the original container labeled for the student by a pharmacist in accordance with law, and must be administered in a manner consistent with the instructions on the label.
3. The school nurse may request to receive further information about the prescription, if needed, prior to administration of the substance.
4. Prescription medications are not to be carried by the student, but will be left with the appropriate school district personnel. Exceptions to this requirement are: prescription asthma medications self-administered with an inhaler (See Paragraph III.A.3(i) above), and, medications administered as noted in a written agreement between the school district and the parent or as specified in an IEP (individualized education program), Section 504 plan, or IHP (individual health plan).
5. The school must be notified immediately by the parent or student 18 years old or older in writing of any change in the student’s prescription medication administration. A new medical authorization and container label with new pharmacy instructions shall be required immediately as well.
6. The school nurse, or other designated person, shall be responsible for the filing of the Administering Prescription Medications form in the health records section of the student

file. The school nurse, or other designated person, shall be responsible for providing a copy of such form to the principal and to other personnel designated to administer the medication.

7. For drugs or medicine used by children with a disability, administration may be as provided in the IEP, Section 504 plan or IHP.
8. If the administration of a drug or medication described in this section requires the school district to store the drug or medication, the parent or legal guardian must inform the school if the drug or medication is a controlled substance. For a drug or medication that is not a controlled substance, the request must include a provision designating the school district as an authorized entity to transport the drug or medication for the purpose of destruction if any unused drug or medication remains in the possession of school personnel. For a drug or medication that is a controlled substance, the request must specify that the parent or legal guardian is required to retrieve the drug or controlled substance when requested by the school.

#### **C. Nonprescription Medication.**

A secondary student may possess and use nonprescription pain relief in a manner consistent with the labeling, if the school district has received written authorization from the student's parent or guardian permitting the student to self-administer the medication. The parent or guardian must submit written authorization for the student to self-administer the medication each school year. The school district may revoke a student's privilege to possess and use nonprescription pain relievers if the school district determines that the student is abusing the privilege. This provision does not apply to the possession or use of any drug or product containing ephedrine or pseudoephedrine as its sole active ingredient or as one of its active ingredients. Except as stated in this paragraph, only prescription medications are governed by this policy.

#### **D. Possession and Use of Epinephrine Auto-Injectors**

At the start of each school year or at the time a student enrolls in school, whichever is first, a student's parent, school staff, including those responsible for student health care, and the prescribing medical professional must develop and implement an individualized written health plan for a student who is prescribed epinephrine auto-injectors that enables the student to:

- 1) possess epinephrine auto-injectors; or

- 2) if the parent and prescribing medical professional determine the student is unable to possess the epinephrine, have immediate access to epinephrine auto-injectors in close proximity to the student at all times during the instructional day.

For the purposes of this policy, “instructional day” is defined as six hours and forty-five minutes for each student contact day.

The plan must designate the school staff responsible for implementing the student’s health plan, including recognizing anaphylaxis and administering epinephrine auto-injectors when required, consistent with state law. This health plan may be included in a student’s Section 504 plan.

Districts and schools may obtain and possess epinephrine auto-injectors to be maintained and administered by school personnel, including a licensed nurse, to a student or other individual if, in good faith, it is determined that person is experiencing anaphylaxis regardless of whether the student or other individual has a prescription for an epinephrine auto-injector. The administration of an epinephrine auto-injector in accordance with Minnesota Statutes, section 121A.2207 is not the practice of medicine.

Effective July 1, 2024, registered nurses may administer epinephrine auto-injectors in a school setting according to a condition-specific protocol as authorized under Minnesota Statutes, section 148.235, subdivision 8. Notwithstanding any limitation in Minnesota Statutes, sections 148.171 to 148.285, licensed practical nurses may administer epinephrine auto-injectors in a school setting according to a condition-specific protocol that does not reference a specific patient and that specifies the circumstances under which the epinephrine auto-injector is to be administered, when caring for a patient whose condition falls within the protocol.

A district or school may enter into arrangements with manufacturers of epinephrine auto-injectors to obtain epinephrine auto-injectors at fair-market, free, or reduced prices. A third party, other than a manufacturer or supplier, may pay for a school’s supply of epinephrine auto-injectors.

E. Sunscreen

A student may possess and apply a topical sunscreen product during the school day while on school property or at a school-sponsored event without a prescription, physician’s note, or other documentation from a licensed health care professional. School personnel are not required to provide sunscreen or assist students in applying sunscreen.

F. Procedures regarding unclaimed drugs or medications.



1. The school district has adopted the following procedure for the collection and transport of unclaimed or abandoned prescription drugs or medications remaining in the possession of school personnel in accordance with this policy. Before the transportation of any prescription drug or medication under this policy, the school district shall make a reasonable attempt to return unused prescription drug or medication to the student's parent or legal guardian. Transportation of unclaimed or unused prescription drugs or medications will occur at least annually, but may occur more frequently at the discretion of the school district.
2. If the unclaimed or abandoned prescription drug is not a controlled substance as defined under Minnesota Statutes, sections 152.01 subdivision 4, or is an over-the-counter medication, the school district will either designate an individual who shall be responsible for transporting the drug or medication to a designated drop-off box or collection site or request that a law enforcement agency transport the drug or medication to a drop-off box or collection site on behalf of the school district.
3. If the unclaimed or abandoned prescription drug is a controlled substance as defined in Minnesota Statutes, sections 152.01, subdivision 4, the school district or school personnel is prohibited from transporting the prescription drug to a drop-off box or collection site for prescription drugs identified under this paragraph. The school district must request that a law enforcement agency transport the prescription drug or medication to a collection bin that complies with Drug Enforcement Agency regulations, or if a site is not available, under the agency's procedure for transporting drugs.

#### **IV. ACCESS TO SPACE FOR MENTAL HEALTH CARE THROUGH TELEHEALTH**

- A. Beginning October 1, 2024, to the extent space is available, the school district must provide an enrolled secondary school student with access during regular school hours, and to the extent staff is available, before or after the school day on days when students receive instruction at school, to space at the school site that a student may use to receive mental health care through telehealth from a student's licensed mental health provider. A secondary school must develop a plan with procedures to receive requests for access to the space.
- B. The space must provide a student privacy to receive mental health care.
- C. A student may use a school-issued device to receive mental health care through telehealth if such use is consistent with the district or school policy governing acceptable use of the school-issued device.
- D. A school may require a student requesting access to space under this section to submit to the school a signed and dated consent from the student's parent or guardian, or from the student if the student is age 16 or older, authorizing the student's licensed mental health provider to release information from the student's health record that is requested by the school to confirm the student is currently receiving mental health care from the provider. Such a consent is valid for the school year in which it is submitted.

***Legal References:***

Minn. Stat. § 13.32 (Educational Data)  
Minn. Stat. § 121A.21 (School Health Services )  
Minn. Stat. § 121A.216 (Access to Space for Mental Health Care through Telehealth)  
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)  
Minn. Stat. § 121A.2205 (Possession and Use of Epinephrine Auto-Injectors; Model Policy)  
Minn. Stat. § 121A.2207 (Life-Threatening Allergies in Schools; Stock Supply of Epinephrine Auto-Injectors)  
Minn. Stat. § 121A.221 (Possession and Use of Asthma Inhalers by Asthmatic Students)  
Minn. Stat. § 121A.222 (Possession and Use of Nonprescription Pain Relievers by Secondary Students)  
Minn. Stat. § 121A.223 (Possession and Use of Sunscreen)  
Minn. Stat. § 148.171 (Definitions; Title)  
Minn. Stat. § 151.212 (Label of Prescription Drug Containers)  
Minn. Stat. § 152.01 (Definitions)  
Minn. Stat. § 152.22 (Definitions)  
Minn. Stat. § 152.23 (Limitations)  
Minn. Rule 8710.6100 (School Nurse)  
20 U.S.C. § 1400 *et seq.* Individuals with Disabilities Education Act)  
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)

***Cross References:***

MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)



*Adopted: December 13, 2004*

*MSBA/MASA Model Policy 513*

*Orig. 1995*

*Revised: 2/28/05, 6/26/06, 8/27/07, 5/12/08; 10/27/08  
7/27/09; 6/25/12; 7/25/16; 8/14/17; 6/10/19; 7/27/20  
6/14/21; 6/27/22; 6/26/23; 1/27/25*

*Rev. 2024*

## **513 STUDENT PROMOTION, RETENTION, AND PROGRAM DESIGN**

### **I. PURPOSE**

The purpose of this policy is to provide guidance to professional staff, parents and students regarding student promotion, retention and program design.

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

The school board expects all students to achieve at an acceptable level of proficiency. Parental assistance, tutorial and remedial programs, counseling and other appropriate services shall be coordinated and utilized to the greatest extent possible to help students succeed in school.

#### **A. Promotion**

1. Students who achieve at levels deemed acceptable by local and state standards shall be promoted to the next grade level at the completion of each school year.

#### **B. Retention**

Retention of a student may be considered when professional staff and parents feel that it is in the best interest of the student. Physical development, maturity, and emotional factors shall be considered, as well as scholastic achievement. The superintendent's decision shall be final.

#### **C. Program Design**

1. The superintendent, with participation of the professional staff and parents, shall develop and implement programs to challenge students that are consistent with the needs of students at every level. A process to assess and evaluate students for program assignment shall be developed in coordination with such programs. Opportunities for special programs and placement outside of the school district shall also be developed as additional options. All programs will be aligned with creating comprehensive achievement and civic readiness.
2. The school district may identify students, locally develop programs and services addressing instructional and affective needs, provide staff development, and evaluate programs to provide gifted and talented students with challenging and appropriate educational programs and services.

3. The school district must adopt guidelines for assessing and identifying students for participation in gifted and talented programs and services consistent with Minnesota Statutes, section 120B.11. The guidelines should include the use of:
  - a) Multiple objective criteria; and
  - b) Assessments and procedures that are valid and reliable, fair, and based on current theory and research. Assessments and procedures should be sensitive to under-represented groups, including, but not limited to, low-income, minority, twice exceptional, and English Learners.
4. The school district must adopt procedures for the academic acceleration of gifted and talented students. These procedures will include how the school district will:
  - a) Assess a student's readiness and motivation for acceleration; and
  - b) Match the level, complexity, and pace of the curriculum to a student to achieve the best type of academic acceleration for that student.
5. The school district must adopt procedures, consistent with Minnesota Statutes, section 124D.02 for early admission to kindergarten or first grade of gifted or talented learners consistent with Minnesota Statutes, section 120B.11, subdivision 2, clause (2). The procedures must be sensitive to under-represented groups.

**Legal References:** Minn. Stat. § 120B.15 (Gifted and Talented Students Program)  
Minn. Stat. § 123B.143, Subd. 1 (Superintendent)

**Cross References:** MSBA/MASA Model Policy 613 (Graduation Requirements)  
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)  
MSBA/MASA Model Policy 615 (Testing; Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)  
MSBA/MASA Model Policy 617 (School District Esurance of Preparatory and High School Standards)  
MSBA/MASA Model Policy 618 (Assessment of Student Achievement)  
MSBA/MASA Model Policy 620 (Credit for Learning)

Adopted: August 9, 2004

MSBA/MASA Model Policy 607

Revised: 8/28/06; 8/24/15; 6/26/17; 7/22/24; 1/27/25

Orig. 1995

Rev. 2024

## **607 ORGANIZATION OF GRADE LEVELS**

### **I. PURPOSE**

- A. The purpose of this policy is to address the grade level organization of schools within the school district.

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

- A. The policy of the school district is to address the groupings of grade levels as recognized in Minnesota Statutes section 120A.05, as follows:
  - 1. Elementary: Grades pre kindergarten through 5**
  - 2. Secondary: Grades 6 through 12**
- B. The superintendent may seek school board approval to administer certain programs on a nongraded basis or a design different from that indicated. Program proposals that seek school board approval must meet all state requirements and reflect the rationale for the modification.
- C. The school district may request documentation that verifies a student falls within the school's minimum and maximum age requirements for admission to publicly funded Prekindergarten, preschool, kindergarten, or grades 1 through 12. Documentation may include a passport, a hospital birth record or physician's certificate, a baptismal or religious certificate, an adoption record, health records, immunization records, immigration records, previously verified school records, early childhood screening records, Minnesota Immunization Information Connection records, or an affidavit from a parent.

### **III. DEFINITIONS**

- A. "Kindergarten" means a program designed for students five years of age on September 1 of the calendar year in which the school year commences that prepares students to enter first grade the following school year.
- B. "Prekindergarten" means a program designed for students younger than five years of age on September 1 of the calendar year in which the school year commences that prepares students to enter kindergarten the following school year.

**Legal References:** Minn. Stat. § 120A.05, Subds. 9, 10a, 11, 13, 17 (Definitions)

Minn.Stat. § 120A.20, Subd. 4 (Admission to Public School)

Minn. Stat. § 123B.02, Subd. 2 (General Powers of Independent School Districts)

***Cross References: None***

Adopted: June 22, 1998

MSBA/MASA Model Policy 614

Revised: 8/9/04, 7/11/05; 8/14/17; 1/27/25

Orig. 1997

Rev. 2024

## **614 SCHOOL DISTRICT TESTING PLAN AND PROCEDURE**

### **I. PURPOSE**

The purpose of this policy is to set forth the school district's testing plan and procedure.

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

The policy of the school district is to implement procedures for testing, test security, documentation, and record keeping.

### **III. DUTIES OF SCHOOL DISTRICT PERSONNEL REGARDING TEST ADMINISTRATION**

#### **A. Superintendent**

##### **1. Responsibilities before testing.**

- a) Designate a district assessment coordinator and district technology coordinator.
- b) The superintendent, or a designee who has been authorized to be the identified official with authority by the school board, preauthorizes staff access for applicable Minnesota Department of Education (MDE) secure systems.
- c) Annually review and recertify staff who have access to MDE secure systems.
- d) Read and complete the *Assurance of Test Security and NonDisclosure*.
- e) Establish a culture of academic integrity.
- f) Fully cooperate with MDE representatives conducting site visits or Minnesota Test of Academic Skills (MTAS) audits during testing.
- g) Ensure student information is current and accurate.
- h) Ensure that a current district test security procedure is in place and that all relevant staff have been provided district training on test administration and test security.
- i) Ensure that a current process is included for tracking which students tested with which test monitors and any other adult(s) who were present in the testing room (e.g., staff providing assistance, paraprofessionals, etc.).

- j) Confirm the district assessment coordinator has current information and training specific to test security and the administration of statewide assessments.
- k) Confirm the district assessment coordinator completes Pre-test Editing in the Test Web Edit System (WES).
- l) Post on the school district website the complete Parent/Guardian Guide and Refusal for Student Participation in Statewide Testing form.

2. Responsibilities after testing.

- a) Confirm the district assessment coordinator and Minnesota Automated Reporting Student System (MARSS) coordinator complete Post-test Editing in Test WES.
- b) Verify with the district assessment coordinator that all test security issues have been reported to MDE and are being addressed.
- c) Confirm the MARSS coordinator has updated all student records for Post-test Editing.
- d) Confirm the district assessment coordinator has finalized the district's assessment information prior to the close of Post-test Editing in Test WES.
- e) Confirm the district assessment coordinator, or designee, has access to the Graduation Requirements Records (GRR) system and enters necessary information.
- f) Discuss assessment results with the district assessment coordinator and school administrators.

B. District Assessment Coordinator

1. Responsibilities before testing.

- a) Serve as primary contact with MDE regarding policy and procedure questions related to test administration.
- b) Read and complete the *Assurance of Test Security and NonDisclosure*.
- c) Confirm all staff who handle test materials, administer tests, or have access to secure test content have completed the *Assurance of Test Security and Non-Disclosure*.

- (1) Maintain the completed *Assurance of Test Security and Non-Disclosure* for two years after the end of the academic school year in which testing took place.

- d) Review with all staff the *Assurance of Test Security and NonDisclosure* and their responsibilities thereunder.
- e) Identify appropriate tests for students and ensure student data sent to service providers for testing are correct.
- f) Establish district testing schedule within the testing windows specified by the MDE and service providers.
- g) Prepare testing conditions, including user access to service provider websites, preparing readiness for online testing, preparing a plan for tracking which students test on which computers or devices, ensure accommodations are indicated as necessary, providing students with opportunity to become familiar with test format, item types, and tools prior to test administration; establishing process for inventorying and distributing secure test materials where necessary; preparing procedures for expected and unexpected situations occurring during testing; planning for addressing technical issues while testing; identify staff who will enter student responses from paper accommodated test materials and scores from MTAS administration online.
- h) Train school assessment coordinators, test monitors, MTAS test administrators, and ACCESS (test for English language learners) and Alternate ACCESS test administrators.
  - (1) Provide training on proper test administration and test security (Pearson's Learning Management System).
  - (2) Verify staff complete any and all test-specific training.
- i) Maintain security of test content, test materials, and record of all staff involved.
  - (1) Receive secure paper test materials from the service provider and immediately lock them in a previously identified secure area, inventory same, and contact service provider with any discrepancies.
  - (2) Organize secure test materials for online administrations and keep them secure.
  - (3) Define chain of custody for providing test materials to test monitors and administrators. The chain of custody must address the process for providing test materials on the day of testing, distributing test materials to and collecting test materials from students at the time of testing, keeping test materials secure between testing sessions, and returning test materials after testing is completed.
- j) Confirm that all students have appropriate test materials.

2. Responsibilities on testing day(s).

- a) Conduct random, unannounced visits to testing rooms to observe staff adherence to test security and policies and procedures.
- b) Fully cooperate with MDE representatives conducting site visits or MTAS audits.
- c) Contact the MDE assessment contact within 24 hours of a security breach and submit the *Test Security Notification* in Test WES within 48 hours.
- d) Address invalidations and test or accountability codes.

3. Responsibilities after testing.

- a) Ensure that student responses from paper accommodated test materials and MTAS scores are entered.
- b) Arrange for secure disposal of all test materials that are not required to be returned within 48 hours after the close of the testing window.
- c) Return secure test materials as outlined in applicable manuals and resources.
- d) Collect security documents and maintain them for two years from the end of the academic school year in which testing took place.
- e) Review student assessment data and resolve any issues.
- f) Distribute Individual Student Reports no later than fall parent/teacher conferences.
- g) Enter Graduation Requirements Records in the GRR system.

C. School Principal

1. Responsibilities before testing.

- a) Designate a school assessment coordinator and technology coordinator for the building.
- b) Be knowledgeable about proper test administration and test security as outlined in manuals and directions.
- c) Read and complete the *Assurance of Test Security and NonDisclosure*.
- d) Communicate the importance of test security and expectation that staff will keep test content secure and act with honesty and integrity during test administration.



- e) Provide adequate secure storage space for secure test materials before, during, and after testing until they are returned to the service provider or securely disposed of.
  - f) Ensure adequate computers and/or devices are available and rooms appropriately set up for online testing.
  - g) Verify that all test monitors and test administrators receive proper training for test administration.
  - h) Ensure students taking specified tests have opportunity to become familiar with test format, item types, and tools prior to test administration.
  - i) Include the complete Parent/Guardian Guide and Refusal for Student Participation in Statewide Testing form in the student handbook.
2. Responsibilities on testing day(s).
- a) Ensure that test administration policies and procedures and test security requirements in all manuals and directions are followed.
  - b) Fully cooperate with MDE representatives conducting site visits or MTAS audits.
3. Responsibilities after testing.
- a) Ensure all secure test materials are collected, returned, and/or disposed of securely as required in any manual.
  - b) Ensure requirements for embargoed final assessment results are followed.

D. School Assessment Coordinator

1. Responsibilities before testing.
- a) Implement test administration and test security policies and procedures.
  - b) Read and complete the *Assurance of Test Security and NonDisclosure*.
  - c) Ensure all staff who handle test materials, administer tests, or have access to secure test content read and complete the *Assurance of Test Security and Non-Disclosure*.
  - d) Identify appropriate tests for students and ensure student data sent to service providers for testing are correct.
  - e) Prepare testing conditions, including the following: schedule rooms and computer labs; arrange for test monitors and administrators; arrange for additional staff to assist with unexpected situations; arrange for technology staff



to assist with technical issues; develop a plan for tracking which students test on which computers or devices; plan seating arrangements for students; ensure preparations are completed for Optional Local Purpose Assessment (OLPA), Minnesota Comprehensive Assessment (MCA), and ACCESS online testing; ensure accommodations are properly reported; confirm how secure paper test materials will arrive and quantities to expect; address accommodations and specific test administration procedures; determine staff who will enter the student responses from paper accommodated test materials and scores from MTAS administrations online.

- f) Train staff, including all state-provided training materials, policies and procedures, and test-specific training.
- g) Maintain security of test content and test materials.
  - (1) Receive secure paper test materials from the service provider and immediately lock them in a previously identified secure area, inventory same, and contact service provider with any discrepancies.
  - (2) Organize secure test materials for online administrations and keep them secure.
  - (3) Follow chain of custody for providing test materials to test monitors and administrators. The chain of custody must address the process for providing test materials on the day of testing, distributing test materials to and collecting test materials from students at the time of testing, keeping test materials secure between testing sessions, and returning test materials after testing is completed.
  - (4) Identify need for additional test materials to district assessment coordinator.
  - (5) Provide MTAS student data collection forms if necessary.
  - (6) Distribute applicable ACCESS and Alternate ACCESS *Test Administrator Scripts* and *Test Administration Manuals* to test administrators so they can become familiar with the script and prepare for test administration.
  - (7) Confirm that all students taking ACCESS and Alternate ACCESS have appropriate test materials and preprinted student information on the label is accurate.

2. Responsibilities on testing day(s).



- a) Distribute materials to test monitors and ACCESS test administrators and ensure security of test materials between testing sessions and that district procedures are followed.
- b) Ensure *Test Monitor and Student Directions* and *Test Administrator Scripts* are followed and answer questions regarding same.
- c) Fully cooperate with MDE representatives conducting site visits or MTAS audits, as applicable.
- d) Conduct random, unannounced visits to testing rooms to observe staff adherence to test security and test administration policies and procedures.
- e) Report testing irregularities to district assessment coordinator using the *Test Administration Report*.
- f) Report security breaches to the district assessment coordinator as soon as possible.

3. Responsibilities after testing.

- a) Ensure that all paper test materials are kept locked and secure and security checklists completed.
- b) Ensure that student responses from paper accommodated test materials and MTAS scores are entered.
- c) Arrange for secure disposal of all test materials that are not required to be returned within 48 hours after the close of the testing window.
- d) Return secure test materials as outlined in applicable manuals and resources.
- e) Prepare materials for pickup by designated carrier on designated date(s). Maintain security of all materials.
- f) Ensure requirements for embargoed final assessment results are followed.

E. Technology Coordinator

- 1. Ensure that district is prepared for online test administration and provide technical support to district staff.
- 2. Acquire all necessary user identifications and passwords.
- 3. Read and complete the *Assurance of Test Security and Non-Disclosure*.
- 4. Fully cooperate with MDE representatives conducting site visits or MTAS audits.
- 5. Attend district training and any service provider technology training.

6. Review, use, and be familiar with all service provider technical documentation.
7. Prepare computers and devices for online testing.
8. Confirm site readiness.
9. Provide all necessary accessories for testing, technical support/troubleshooting during test administration and contact service provider help desks as needed.

F. Test Monitor

1. Responsibilities before testing.
  - a) Read and complete the *Assurance of Test Security and NonDisclosure*.
  - b) Attend trainings related to test administration and security.
  - c) Complete required training course(s) for tests administering.
  - d) Be knowledgeable about how to contact the school assessment coordinator during testing, where to pick up materials on day of test, and plan for securing test materials between test sessions.
  - e) Be knowledgeable regarding student accommodations.
  - f) Remove or cover any instructional posters or visual materials in the testing room.
2. Responsibilities on testing day(s).
  - a) Before test.
    - (1) Receive and maintain security of test materials.
    - (2) Verify that all test materials are received.
    - (3) Ensure proper number of computers/devices or paper accommodated test materials are present.
    - (4) Verify student testing tickets and appropriate allowable materials.
    - (5) Assign numbered test books to individual students.
    - (6) Complete information as directed.
    - (7) Record extra test materials.
  - b) During test.

- (1) Verify that students are logged in and taking the correct test or using the correct grade-level and tier test booklet for students with paper accommodated test materials.
  - (2) Follow all directions and scripts exactly.
  - (3) Follow procedures for restricting student access to cell phones and other electronic devices.
  - (4) Stay in testing room and remain attentive during entire test session. Practice active monitoring by circulating throughout the room during testing.
  - (5) Be knowledgeable about responding to emergency or unusual circumstances and technology issues.
  - (6) Do not review, discuss, capture, email, post, or share test content in any format.
  - (7) Ensure all students have been provided the opportunity to independently demonstrate their knowledge.
  - (8) Fully cooperate with MDE representatives conducting site visits or MTAS audits.
  - (9) Document the students who tested with the test monitor and any other adult(s) who were present in the testing room (e.g., staff providing assistance, paraprofessionals, etc.).
  - (10) Document students who require a scribe or translated directions or any unusual circumstances and report to school assessment coordinator.
  - (11) Report any possible security breaches as soon as possible.
- c) After test.
- (1) Follow directions and scripts exactly.
  - (2) Collect all materials and keep secure after each session. Upon completion return to the school assessment coordinator.
  - (3) Immediately report any missing test materials to the school assessment coordinator.

G. MTAS Test Administrator

1. Before testing.

- a) Read and complete the *Assurance of Test Security and NonDisclosure*.
  - b) Attend trainings related to test administration and security.
  - c) Complete required training course(s) for tests administering.
  - d) Be knowledgeable as to when and where to pick up MTAS materials and the school's plan for keeping test materials secure.
  - e) Prepare test materials for administration, including objects and manipulatives, special instructions, and specific adaptations for each student.
2. Responsibility on testing day(s).
- a) Before the test.
    - (1) Maintain security of materials.
    - (2) Confirm appropriate MTAS materials are available and prepared for student.
  - b) During the test.
    - (1) Administer each task to each student and record the score.
    - (2) Be knowledgeable about how to contact the district or school assessment coordinator, if necessary, and responding to emergency and unusual circumstances.
    - (3) Fully cooperate with MDE representatives conducting site visits or MTAS audits.
    - (4) Document and report and unusual circumstances to district or school assessment coordinator.
  - c) After the test.
    - (1) Keep materials secure.
    - (2) Return all materials.
    - (3) Return objects and manipulatives to classroom.
    - (4) Enter MTAS scores online or return data collection forms to the district or school assessment coordinator.

H. MARSS Coordinator

- 1. Responsibilities before testing.

- a) Confirm all eligible students have unique state student identification (SSID) or MARSS numbers.
  - b) Ensure English language and special education designations are current and correct for students testing based on those designations.
  - c) Submit MARSS data on an ongoing basis to ensure accurate student demographic and enrollment information.
2. Responsibilities after testing.
- a) Ensure accurate enrollment of students in schools during the accountability windows.
  - b) Ensure MARSS identifying characteristics are correct, especially for any student not taking an accountability test.
  - c) Work with district assessment coordinator to edit discrepancies during the Post-test Edit window in Test WES.

#### **IV. TEST SECURITY**

A. Test Security Procedures will be adopted by school district administration.

B. Students will be informed of the following:

1. The importance of test security;
2. Expectation that students will keep test content secure;
3. Expectation that students will act with honesty and integrity during test administration;
4. Expectation that students will not access cell phones, wearable technology (e.g., smart watches, fitness trackers), or other devices that can electronically send or receive information. The test of a student who wears a device during testing must be invalidated.

If a student completes testing and then accesses a cell phone or other prohibited device (including wearable technology), the school district must take further action to determine if the test should be invalidated, rather than automatically invalidating the test.

5. Availability of the online Test Security Tip Line on the MDE website for reporting suspected incidents of cheating or other improper or unethical behavior.

C. Staff will be informed of the following:

1. Availability of the online Test Security Tip Line on the MDE website for reporting suspected incidents of cheating or other improper or unethical behavior.
2. Other contact information and options for reporting security concerns.

**V. REQUIRED DOCUMENTATION FOR PROGRAM AUDIT**

- A. The school district shall maintain records necessary for program audits conducted by MDE. The records must include documentation consisting of the following:
1. Signed *Assurance of Test Security and Non-Disclosure* forms must be maintained for two years after the end of the academic year in which the testing took place.
  2. School district security checklists provided in the test materials shipment must be maintained for two years after the end of the academic school year in which testing took place.
  3. School security checklists provided in the test materials shipment must be maintained for two years after the end of the academic school year in which testing took place.
  4. Test Monitor Test Materials Security Checklist provided for each group of students assigned to a test monitor must be maintained for two years after the end of the academic school year in which testing took place.
  5. School district test monitor tracking documentation must be maintained for two years after the end of the academic year in which the tracking took place.
  6. ACCESS and Alternate ACCESS Packing List and Security Checklist provided in the test materials shipment must be maintained for two years after the end of the academic school year in which testing took place.
  7. Documentation of school district staff training on test administration and test security must be maintained for two years after the end of the academic school year in which testing took place.
  8. *Test Security Notification* must be maintained for two years after the end of the academic school year in which testing took place.
  9. *Test Administration Report* must be maintained for one year after the end of the academic school year in which testing took place.
  10. Record of staff trainings and test-specific trainings must be maintained for one year after the end of the academic year in which testing took place.

**VI. RETALIATION PROHIBITED**

An employee who discloses information to the MDE Commissioner or a parent or guardian about service disruptions or technical interruptions related to administering assessments under this section is protected under section 181.932, governing disclosure of information by employees.

**Legal References:** Minn. Stat. § 13.34 (Examination Data)



Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness)  
Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)  
Minn. Stat. § 120B.36, Subd. 2 (School Accountability)  
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)  
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)  
Minn. Rules Parts 3501.0802 (Academic Standards for the Arts)  
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)  
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)  
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)  
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

***Cross References:***

MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)  
MSBA/MASA Model Policy 613 (Graduation Requirements)  
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)  
MSBA/MASA Model Policy 616 (School District System Accountability)  
Minnesota PearsonAccess Next Resources and Forms:  
<http://minnesota.pearsonaccessnext.com/policies-and-procedures/>

*Adopted: January 23, 2012*

*Revised: 1/27/25*

*Rev. 2024*

## **626 ASSESSMENT POLICY**

### **I. PURPOSE**

The purpose of this policy is to define assessment practices in South St. Paul Public Schools.

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

Each building will establish appropriate assessment strategies and tools to use at grade levels and within departments. These strategies and tools will follow the guidelines set forth below.

### **III. DEFINITIONS**

These definitions are given by the International Baccalaureate organization.

#### **A. Summative assessment**

The culmination of the teaching and learning process, and measures achievement of learning goals. A summative assessment can assess several elements simultaneously and provide a wealth of information to document achievement. It measures student understanding of the central ideas well as several curriculum objectives.

#### **B. Formative assessment**

The process of gathering information during instruction and provides information that is used to target needs of individual students. Formative assessment aims to promote learning by giving regular and specific feedback. Information provided to students during the learning process promotes reflection, and allows them to recognize the criteria for success.

#### **C. Evaluation is the process of assigning a value to the quality of student work based on identified criteria to represent the level of achievement.**

#### **D. Diagnostic Assessment is the process of gathering information prior to instruction and at periodic intervals in order to plan for instruction and for individualizing program delivery. These tests give us data to better understand individual student achievement as well as to reflect upon the progress of classrooms, grade levels and the entire.**

#### **E. Standardized Assessment is required by State law in order to measure the effectiveness of instruction at our school. These assessments have specific consequences and are publicly reported. Individual students receive feedback from the State after several months.**

- F. Achievement level: The level given when student work reflects the corresponding descriptor. Achievement levels are shown in the left-hand column of the assessment criteria.
- G. Assessment criteria: Criteria against which a student's performance is measured as evidenced by work produced. Subject guides provide assessment criteria to be used for final assessment for each subject group, and for the personal project.
- H. Assessment rubric: A matrix used to assess a student's performance according to specific criteria. Rubrics consist of a fixed number of levels and specific descriptors of performance for each level.
- I. Assessment task: A teacher-designed assignment used to measure student success with meeting objectives. The task will generate work that can be assessed using previously agreed assessment criteria.
- J. Criterion-referenced assessment: An assessment process based on awarding grades against previously agreed criteria. MYP assessment is criterion referenced.
- K. Descriptors: These describe the achievement levels that are assessed within each criterion.
- L. Internal assessment: The assessment of a student's work that is carried out by the student's teacher.
- M. Internal standardization: The process by which teachers of one subject or subject group in a school ensure a common understanding and application of criteria and descriptors.

#### **IV. PURPOSE OF ASSESSMENT**

The primary purpose of assessment is to inform. Assessment informs teachers of what students understand, guides classroom instruction, shows which topics need to be retaught, and where there may be gaps in curriculum. Assessment provides student's feedback on their learning, identifies areas of strength and weakness, and allows them to set goals for future learning. Assessment provides parents an understanding of their child's progress and helps them better support and celebrate their child's learning. It should also tell parents about student progress against a given standard.

#### **V. ASSESSMENT RIGHTS AND RESPONSIBILITIES**

- A. Assessment is an ongoing process of gathering, analysing, reflecting and acting on evidence of student learning to inform teaching.
- B. Assessment involves teachers and students collaborating to monitor, document, measure, report and adjust learning.
- C. Students actively engage in assessing and reflecting on their learning, acting on feedback from peers and teachers to feed forward to next steps in learning.

- D. Fostering an assessment culture involves the development of assessment capability among all members of the learning community.
- E. Learning goals and success criteria are co-constructed and clearly communicated.
- F. Both learning outcomes and the learning process are assessed.
- G. Assessment design is both backward and forward looking.

#### **VI. DISTRICT ASSESSMENT REQUIREMENTS**

Each building will administer the required district assessments for their grade levels and departments. These will include, but are not limited to, assessments mandated by the district and the state.

#### **VII. REVIEW OF ASSESSMENT POLICY AND PRACTICES**

Grade levels and departments will review their assessment practices annually. The purpose of this will be to examine and revise the documents as needed. A committee will be formed annually to review the assessment policy. The committee will be made up of the building principals, Instructional Coaches, and representatives from each building leadership team. The purpose of this committee will be to review the current assessment policy, revise the policy as needed, and plan how to communicate our assessment policy to staff.

#### **VIII. RELATED POLICIES**

- A. 601 School District Curriculum Instructional Goals
- B. 613 Graduation Requirements
- C. 618 Assessment of Standard Achievement
- D. 619 Staff Development

Adopted: October 28, 1996

MSBA/MASA Model Policy 418

Orig. 1995

Rev. 2023

Revised: 6/14/04; 10/27/08; 11/23/15; 11/26/18  
6/10/19; 5/26/20; 6/14/21; 6/27/22; 4/26/23  
6/26/23; 12/11/23; 1/27/25

## **418 DRUG FREE WORKPLACE/DRUG FREE SCHOOL**

### **I. PURPOSE**

The purpose of this policy is to maintain a safe and healthful environment for employees and students by prohibiting the use of alcohol, toxic substances, medical cannabis, non intoxicating cannabinoids, edible cannabinoid products, and controlled substances without a physician's prescription.

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

- A. Use of alcohol, toxic substances, medical cannabis, non intoxicating cannabinoids, edible cannabinoid products, and controlled substances before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.
- B. A violation of this policy occurs when any student, teacher, administrator, other school district personnel, or member of the public uses or possesses alcohol, toxic substances, medical cannabis, non intoxicating cannabinoids, edible cannabinoid products, or controlled substances in any school location.
- C. An individual may not use or possess cannabis flower, cannabis products, lower potency hemp edibles, or hemp-derived consumer products in a public school, as defined in Minnesota Statutes, section 120A.05, subdivisions 9, 11, and 13, including all facilities, whether owned, rented, or leased, and all vehicles that the school district owns, leases, rents, contracts for, or controls.
- D. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.

### **III. DEFINITIONS**

- A. "Alcohol" includes any alcoholic beverage containing more than one-half of one percent alcohol by volume.
- B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in

Schedules I through V of the Controlled Substances Act, 21 United States Code section 812, including analogues and look-alike drugs.

- C. “Edible cannabinoid product” means any product that is intended to be eaten or consumed as a beverage by humans, contains a cannabinoid in combination with food ingredients, and is not a drug.
- D. “Nonintoxicating cannabinoid” means substances extracted from certified hemp plants that do not produce intoxicating effects when consumed by injection, inhalation, ingestion, or by other immediate means.
- E. “Medical cannabis” means any species of the genus cannabis plant, or any mixture or preparation of them, including whole plant extracts and resins, and is delivered in the form of: (1) liquid, including but not limited to, oil; (2) pill; (3) vaporized delivery method with use of liquid or oil but which does not require the use of dried leaves or plant form; or (4) combustion with use of dried, raw cannabis; or (5) any other method, approved by the commissioner.
- F. “Possess” means to have on one’s person, in one’s effects, or in an area subject to one’s control.
- G. “School location” includes any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.
- H. “Sell” means to sell, give away, barter, deliver, exchange, distribute or dispose of to another, or to manufacture; or to offer or agree to perform such an act, or to possess with intent to perform such an act.
- I. “Toxic substances” includes: (1) glue, cement, aerosol paint, containing toluene, benzene, xylene, amyl nitrate, butyl nitrate, nitrous oxide, or containing other aromatic hydrocarbon solvents, but does not include glue, cement, or paint contained in a packaged kit for the construction of a model automobile, airplane, or similar item; (2) butane or a butane lighter; or (3) any similar substance declared to be toxic to the central nervous system and to have a potential for abuse, by a rule adopted by the commissioner of health.
- J. “Use” means to sell, buy, manufacture, distribute, dispense, be under the influence of, or consume in any manner, including, but not limited to, consumptions by injection, inhalation, ingestion, or by any other immediate means.

#### **IV. EXCEPTIONS**



- A. A violation of this policy does not occur when a person brings onto a school location, for such person's own use, a controlled substance, except medical cannabis, non intoxicating cannabinoids, or edible cannabinoid products, which has a currently accepted medical use in treatment in the United States and the person has a physician's prescription for the substance. The person shall comply with the relevant procedures of this policy.
- B. A violation of this policy does not occur when a person possesses an alcoholic beverage in a school location when the possession is within the exceptions of Minnesota Statutes section 624.701, Subdivision 1a (experiments in laboratories; pursuant to a temporary license to sell liquor issued under Minnesota laws or possession after the purchase from such a temporary license holder).
- C. A violation of this policy does not occur when a person uses or possesses a toxic substance unless they do so with the intent of inducing or intentionally aiding another in inducing intoxication, excitement, or stupefaction of the central nervous system, except under the direction and supervision of a medical doctor.
- D. The school district may not refuse to enroll or otherwise penalize a patient or person enrolled in the Minnesota Patient Registry Program as a pupil solely because the patient or person is enrolled in the registry program, unless failing to do so would violate federal law or regulations or cause the school to lose a monetary or licensing-related benefit under federal law or regulations.

## **V. PROCEDURES**

- A. Students who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, non intoxicating cannabinoids, or edible cannabinoid products, must comply with the school district's student medication policy.
- B. Employees who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, non intoxicating cannabinoids, or edible cannabinoid products, are permitted to possess such controlled substances and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform his or her supervisor. The employee may be required to provide a copy of the prescription.
- C. New employees shall be provided with a written summary of this Drug-Free Workplace/Drug-Free School policy and shall be required to acknowledge that he or she has received the policy summary. Policies are accessible to all employees on the school districts' website.
- D. Employees are subject to the school district's drug and alcohol testing policies and procedures.



- E. Members of the public are not permitted to possess controlled substances, non intoxicating cannabinoids, or edible cannabinoid products, in a school location except with the express permission of the superintendent.
- F. No person is permitted to possess or use medical cannabis, non intoxicating cannabinoids, or edible cannabinoid products, on a school bus or van; or on the grounds of any preschool or primary or secondary school; or on the grounds of any childcare facility. This prohibition includes (1) vaporizing or combusting medical cannabis on any form of public transportation where the vapor or smoke could be inhaled by a minor child or in any public place, including indoor or outdoor areas used by or open to the general public or place of employment; and (2) operating, navigating, or being in actual physical control of any motor vehicle or working on transportation property, equipment or facilities while under the influence of medical cannabis, non intoxicating cannabinoids, or edible cannabinoid products.
- G. Possession of alcohol on school grounds pursuant to the exceptions of Minnesota Statutes 624.701, Subdivision 1a, shall be by permission of the school board only. The applicant shall apply for permission in writing and shall follow the school board procedures for placing an item on the agenda.

## **VI. SCHOOL PROGRAMS**

- A. Starting in the 2026-2027 school year, the school district must implement a comprehensive education program on cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, for students in middle school and high school. The program must include instruction on the topics listed in Minnesota Statutes, section 120B.215, subdivision 1 and must:
  - 1. respect community values and encourage students to communicate with parents, guardians, and other trusted adults about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl; and
  - 2. refer students to local resources where students may obtain medically accurate information about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, and treatment for a substance use disorder.
- B. School district efforts to develop, implement, or improve instruction or curriculum as a result of the provisions of this section must be consistent with Minnesota Statutes, sections 120B.10 and 120B.11.
- C. Notwithstanding any law to the contrary, the school district shall have a procedure for a parent, a guardian, or an adult student 18 years of age or older to review the content of the instructional materials to be provided to a minor child or to an adult student pursuant to this article. The district must allow a parent or adult student to opt out of instruction under this article with no academic or other penalty for the student and must inform parents and adult students of this right to opt out.



## VII. ENFORCEMENT

### A. Students

1. Students may be required to participate in programs and activities that provide education against the use of alcohol, tobacco, marijuana, smokeless tobacco products, and electronic cigarettes, and nonintoxicating cannabinoids; and edible cannabinoid products.
2. Students may be referred to drug or alcohol assistance or rehabilitation programs; school based mental health services, mentoring and counseling, including early identification of mental health symptoms, drug use and violence and appropriate referral to direct individual or group counseling service. which may be provided by school based mental health services providers; and/or referral to law enforcement officials when appropriate.
3. A student who violates the terms of this policy shall be subject to discipline in accordance with the school district's discipline policy. Such discipline may include suspension or expulsion from school.

### B. Employees

1. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify his or her supervisor in writing of his or her conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school district federal grant is performed, no later than five (5) calendar days after such conviction. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.
2. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, termination, or discharge as deemed appropriate by the school board.
3. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the school district. Any employee who fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension, or termination as deemed appropriate by the school board.
4. Sanctions against employees, including nonrenewal, suspension, termination, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.

### C. The Public

1. A member of the public who violates this policy shall be informed of the policy and asked to leave. If necessary, law enforcement officials will be notified and asked to provide an escort.

***Legal References:***

Minn. Stat. § 120B.215 (Education on Cannabis Use and Substance Use)  
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)  
Minn. Stat. § 121A.40-§ 121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)  
Minn. Stat. § 152.01, Subd. 15a (Definitions)  
Minn. Stat. § 152.0264 (Cannabis Sale Crimes)  
Minn. Stat. § 152.22, subd. 6 Definitions; Medical Cannabis)  
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)  
Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)  
Minn. Stat. § 340A.101 (Definitions; Alcoholic Beverage)  
Minn. Stat. § 340A.403 (3.2 Percent Malt Liquor Licenses)  
Minn. Stat. § 340A.404 (Intoxicating Liquor; On-Sale Licenses)  
Minn. Stat. § 342.09 (Personal Adult Use of Cannabis)  
Minn. Stat. § 342.56 (Limitations)  
Minn. Stat. § 609.684 (Abuse of Toxic Substances)  
Minn. Stat. § 624.701 (Alcohol in Certain Buildings or Grounds)  
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)  
20 U.S.C. § 7101-7122 (Student Support and Academic Enrichment Grants)  
21 U.S.C. § 812 (Schedules of Controlled Substances)  
21 C.F.R. §§ 1308.11-1308.15 (Controlled Substances)  
34 C.F.R. Part 84 (Government-Wide Requirements for Drug-Free Workplace)

***Cross References:***

MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)  
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)  
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 516 (Student Medication)

Adopted: June 14, 2004

MSBA/MASA Model Policy 419

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Rev. 2023

Revised: 5/10/10; 11/23/15; 11/26/18  
6/10/19; 5/26/20; 6/14/21; 6/27/22; 6/26/23  
12/11/23; 1/27/25

**419 TOBACCO-FREE ENVIRONMENT; POSSESSION AND USE OF TOBACCO, TOBACCO-RELATED DEVICES, AND ELECTRONIC DELIVERY DEVICES; VAPING AWARENESS AND PREVENTION AND INSTRUCTION EDUCATION**

**I. PURPOSE**

The purpose of this policy is to maintain a learning and working environment that is tobacco free.

**II. GENERAL STATEMENT OF POLICY**

- A. A violation of this policy occurs when any student, teacher, administrator, other school personnel of the school district or person smokes or uses tobacco or tobacco-related devices, or carries or uses an activated electronic delivery device in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls. In addition, this prohibition includes vehicles used, in whole or in part, for work purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- B. A violation of this policy occurs when any elementary school, middle school, or secondary school student possesses any type of tobacco or tobacco-related devices, or electronic delivery devices in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls and includes vehicles used, in whole or in part, for work purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or person who is found to have violated this policy.
- D. The school district will not solicit or accept any contributions or gifts of money, curricula, materials, or equipment from companies that directly manufacture and are identified with tobacco products, tobacco-related devices, or electronic delivery devices. The school district will not promote or allow promotion of tobacco products or electronic delivery devices on school property or at school sponsored events.



### III. DEFINITIONS

- A. “Electronic delivery device” means any product containing or delivering nicotine, lobelia, or any other substance, whether natural or synthetic, intended for human consumption through inhalation of aerosol or vapor from the product. Electronic delivery devices include but are not limited to devices manufactured, marketed, or sold as electronic cigarettes, electronic cigars, electronic pipe, vape pens, modes, tank systems, or under any other product name or descriptor. An electronic delivery device includes any component part of a product, whether or not marketed or sold separately. An electronic delivery device excludes drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.
- B. “Heated tobacco product” means a tobacco product that produces aerosols containing nicotine and other chemicals which are inhaled by users through the mouth.
- C. “Tobacco” means cigarettes and any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product including, but not limited to, cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco. Tobacco excludes any drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.
- D. “Tobacco-related devices” means cigarette papers or pipes for smoking or other devices intentionally designed or intended to be used in a manner which enables the chewing, sniffing, smoking, or inhalation of aerosol or vapor of tobacco or tobacco products. Tobacco-related devices include components of tobacco related devices which may be marked or sold separately.
- E. “Smoking” means inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. Smoking includes carrying or using an activated electronic delivery device.
- F. “Vaping” means using an activated electronic delivery device or heated tobacco product.

### IV. EXCEPTIONS

- A. A violation of this policy does not occur when an American Indian adult lights tobacco on school district property as a part of a traditional American Indian spiritual or cultural ceremony. An American Indian student may carry a medicine pouch containing loose tobacco intended as

observance of traditional spiritual or cultural practices. An American Indian is a person who is a member of an Indian tribe as defined under Minnesota law.

- B. A violation of this policy does not occur when an adult non-student possesses a tobacco or nicotine product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose. Nothing in this exception authorizes smoking or use of tobacco, tobacco-related devices, or electronic delivery devices on school property or at off-campus events sponsored by the school district.
- C. An American Indian student or staff member may use tobacco, sage, sweetgrass, and cedar to conduct individual or group smudging in a public school. The process for conducting smudging is determined by the building or site administrator. Smudging must be conducted under the direct supervision of an appropriate staff member, as determined by the building or site administrator.

## **V. VAPING PREVENTION INSTRUCTION**

- A. The school district must provide vaping prevention instruction at least once to students in grades 6 through 8.
- B. The school district may use instructional materials based upon the Minnesota Department of Health's school e-cigarette toolkit or may use other smoking prevention instructional materials with a focus on vaping and the use of electronic delivery devices and heated tobacco products. The instruction may be provided as part of the school district's locally developed health standards.

## **VI. ENFORCEMENT**

- A. All individuals on school premises shall adhere to this policy.
- B. Students who violate this tobacco-free policy shall be subject to school district discipline procedures.
- C. School district administrators and other school personnel who violate this tobacco-free policy shall be subject to school district discipline procedures.
- D. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota or federal law, and school district policies.



- E. Persons who violate this tobacco-free policy may be referred to the building administration or other school district supervisory personnel responsible for the area or program at which the violation occurred.
- F. School administrators may call the local law enforcement agency to assist with enforcement of this policy. Smoking or use of any tobacco product in a public school is a violation of the Minnesota Clean Indoor Air Act and/or the Freedom to Breathe Act of 2007 and is a petty misdemeanor. A court injunction may be instituted against a repeated violator.
- G. No persons shall be discharged, refused to be hired, penalized, discriminated against, or in any manner retaliated against for exercising any right to a smoke free environment provided by the Freedom to Breathe Act of 2007 or other law.

## **VII. DISSEMINATION OF POLICY**

- A. A summary of this policy shall appear in the student handbook.
- B. The school district will develop a method of discussing this policy with students and employees.

### ***Legal References:***

Minn. Stat. § 120B.238 (Vaping Awareness and Prevention)  
Minn. Stat. § 121A.08 (Smudging Permitted)  
Minn. Stat. § 144.411 – 144.417 (Minnesota Clean Indoor Air Act)  
Minn. Stat. § 609.685 (Sale of Tobacco to Persons Under Age 21)  
2007 Minn. Laws Ch. 82 (Freedom to Breathe Act of 2007)

### ***Cross References:***

MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 506 (Student Discipline)

*Adopted: November 26, 2007*

*Revised: 9/22/08; 12/11/17; 6/10/19; 5/26/20; 6/14/21  
6/27/22; 6/26/23; 1/27/25*

## **437 STUDENT TEACHING**

### **I. PURPOSE**

This policy defines and supports the student teacher program in South St. Paul Public Schools.

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

The school district is committed to advancing the future of educators by participating in student teaching with cooperating colleges, universities and technical schools. The district's teachers are encouraged to serve in a supervisory role for future educators. District teachers will remain accountable for the learning, assessment and grading that occurs in the classroom when a student teacher is present.

### **III. DEFINITIONS**

- A. Observation is defined as a student conducting observations in a school setting.
- B. Field Experience is defined as student tutors individuals or small groups and provides assistance as requested in a school setting
- C. Student Teaching/Advanced Practicum is defined as a student who provides tutoring, completes classroom duties, and develops or delivers lesson plans. Counselors or school psychologists perform specific duties based on course requirements. Student teachers are those who have completed at least two years of an approved teacher preparation program. The building principal and/or department leader will determine the number of student teachers to be placed in the schools at any one time.

### **IV. COOPERATIVE AGREEMENTS**

- A. Colleges, universities and technical schools are required to regularly renew their district cooperative agreement (Appendix II) for student teaching supervision with South St. Paul Public Schools. The director of human resources will bring such agreements to the school board for action.
- B. The director of human resources will ensure the agreement requirements are met and give district approval for the mutual agreements with the college, university or technical school.

- C. For the school district to participate in a cooperative agreement, the postsecondary institution's teacher preparation program must meet the standards established by the State of Minnesota. Exceptions to this requirement may be considered based on the recommendation of the Minnesota Department of Education.
- D. Requests from postsecondary institutions are processed through the Human Resources Department. The district will follow all terms of the cooperative's agreement that do not conflict with district policies.

## V. OTHER TEACHER PREPARATION EXPERIENCES IN SCHOOLS

### A. Approval of Other Experiences

The building administrator may approve other classroom experiences with postsecondary institutions' teacher education programs for other teacher preparation opportunities in the classroom. These experiences may include, but are not limited to:

- a) Classroom observation
- b) Field experience

### B. Teacher Supervision

The district supervising teacher is responsible at all times for the supervision of the classroom and has the responsibility to advise and guide the student from the postsecondary institution. During those times the student teacher is to have lead teaching responsibilities in class, the district supervising teacher is required to remain in the classroom. The district teacher is responsible for all learning, assessment and grading that occurs in the classroom.

#### ***Legal References:***

Minn. Stat. § 122A.09 (Duties)  
Minn. Stat. § 122A.40 (Employment, Contracts, Termination) Minn. Stat. § 122A.69  
(Practice or Student Teachers)

#### ***Cross Reference:***

MSBA/MASA Model Policy 403 (Employee-Student Relationship)  
MSBA/MASA Model Policy 404 (Employee Background Checks)





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## **Appendix I to Policy 437 - Student Teaching**

### **I. ROLES & RESPONSIBILITIES**

- A. Building administrator approval is required for all placements and will notify families when a classroom has been assigned a student teacher. Building administrators will conduct a formal observation with student teachers.
- B. Teachers are responsible at all times for supervision of the classroom and have responsibility to guide student teachers in their work. The teachers are also responsible for learning, assessment and grading that occurs in the classroom. Teachers may supervise student teachers only once each year.
- C. The sponsoring postsecondary institution must have a supervisor who will remain in regular contact with the student teacher and supervising teacher throughout the student teaching experience.
- D. Criminal background checks must be completed through the Human Resources Department on all student teachers at the expense of the student teacher or the postsecondary institution. The criminal background check must be completed no more than six months prior to the student teaching assignment. All student teaching candidates must submit their background information at least two weeks prior to their teaching experience in the school setting.

### **II. TEACHER STIPEND**

- A. Teachers may accept a stipend directly from a postsecondary institution for the extra effort in supervising student teachers, as set forth in the cooperative agreement.
- B. This stipend and any requirements to receive the stipend are set by each institution and teachers must be able to document the additional time beyond the regular workday for receiving this stipend.

### **III. PLACEMENT**

- A. Student teacher placement will be coordinated through the postsecondary institution and the Human Resources Department. Placement requests are not to be completed by the supervising teacher. The Human Resources Department will coordinate placements with the building administrator/designee.
- B. A student teacher must be placed with a cooperating licensed teacher who has at least three years of teaching experience and is not in the improvement process under section 122A.40, subdivision 8.
- C. The building principal, the designee of the principal, the district teacher who has accepted a student teacher, or the teacher preparation program has the right and responsibility to terminate placement if the well-being of South St. Paul Schools is not served.



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D. Procedure

Except in a team teaching situation, the following conditions control the placement of student teachers during the course of the year:

1. No class should have more than one student teacher during the course of a school year.
2. Teachers who have completed the “Preparing for a Student Teacher” staff development course will be eligible to be considered to supervise student teachers. Completion of the course does not guarantee the assignment of a student teacher. Teachers must update themselves every five years with the refresher version of this course to be considered to supervise student teachers.
3. All student teachers will receive an orientation conducted by the Human Resources Department and the Department of Educational Services, unless school district administration, at its discretion, determines that such an orientation is not necessary due to the length of the placement.

E. Length of Placement

Student teachers will be placed with a supervising teacher for a period of time to be determined by the cooperating agreement.

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**Appendix II to Policy 437 – Student Teaching**

**MUTUAL AGREEMENT FOR STUDENT TEACHING  
BETWEEN  
COLLEGE/UNIVERSITY  
EDUCATION DEPARTMENT  
CITY, STATE  
AND  
SOUTH ST. PAUL PUBLIC SCHOOLS 20XX-20XX**

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

The following conditions are made a part of the agreement:

**(College/University) agrees to:**

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

**The District agrees to:**

1. Supply to the student teacher so placed by College/University an opportunity to work in a teaching-learning situation under the supervision of a practicing teacher who holds a continuing license and has at least three years total teaching experience.



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

**Liability:**

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

**Term of Agreement:**

This agreement will commence on July 1, 20XX and end on June 30, 20XX. This Agreement may be terminated by either party at any time upon 60 days' written notice to the other party. Termination by the District will not automatically become effective with respect to student teachers then participating in the learning experience program, and said student teachers may be allowed to continue at the sole option of the District.

**General Provisions:**

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

**Approved:** Signed for (Insert College/University)

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signed for South St. Paul Public Schools

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Adopted: January 14, 2019*

*MSBA/MASA Model Policy 722*

*Orig. 2022*

*Revised: 1/27/25*

## **722 PUBLIC DATA REQUESTS**

### **I. PURPOSE**

The school district recognizes its responsibility relative to the collection, maintenance, and dissemination of public data as provided in state statutes.

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

The school district will comply with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 (MGDPA), and Minn. Rules Parts 1205.01001205.2000 in responding to requests for public data.

### **III. DEFINITIONS**

#### **A. Confidential Data on Individuals**

Data made not public by statute or federal law applicable to the data and are inaccessible to the individual subject of those data.

#### **B. Data on Individuals**

All government data in which any individual is or can be identified as the subject of that data, unless the appearance of the name or other identifying data can be clearly demonstrated to be only incidental to the data and the data are not accessed by the name or other identifying data of any individual.

#### **C. Data Practices Compliance Officer**

The data practices compliance official is the designated employee of the school district to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems. The responsible authority may be the data practices compliance official.

#### **D. Government Data**

All data collected, created, received, maintained or disseminated by any government entity regardless of its physical form, storage media or conditions of use.

E. Individual

“Individual” means a natural person. In the case of a minor or an incapacitated person as defined in Minnesota Statutes section 524.5-102, subdivision 6, "individual" includes a parent or guardian or an individual acting as a parent or guardian in the absence of a parent or guardian, except that the responsible authority shall withhold data from parents or guardians, or individuals acting as parents or guardians in the absence of parents or guardians, upon request by the minor if the responsible authority determines that withholding the data would be in the best interest of the minor.

F. Inspection

“Inspection” means the visual inspection of paper and similar types of government data. Inspection does not include printing copies by the school district, unless printing a copy is the only method to provide for inspection of the data. For data stored in electronic form and made available in electronic form on a remote access basis to the public by the school district, inspection includes remote access to the data by the public and the ability to print copies of or download the data on the public’s own computer equipment.

G. Not Public Data

Any government data classified by statute, federal law, or temporary classification as confidential, private, nonpublic, or protected nonpublic.

H. Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data: (a) not accessible to the public; and (b) accessible to the subject, if any, of the data.

I. Private Data on Individuals

Data made by statute or federal law applicable to the data: (a) not public; and (b) accessible to the individual subject of those data.

J. Protected Nonpublic Data.

Data not on individuals made by statute or federal law applicable to the data (a) not public and (b) not accessible to the subject of the data.

K. Public Data

All government data collected, created, received, maintained, or disseminated by the school district, unless classified by statute, temporary classification pursuant to statute, or federal law, as nonpublic or protected nonpublic; or, with respect to data on individuals, as private or confidential.

L. Public Data Not on Individuals.

Data accessible to the public pursuant to Minnesota Statutes section 13.03.

M. Public Data on Individuals

Data accessible to the public in accordance with the provisions of section 13.03.

N. Responsible Authority

The individual designated by the school board as the individual responsible for the collection, use, and dissemination of any set of data on individuals, government data, or summary data, unless otherwise provided by state law. Until an individual is designated by the school board, the responsible authority is the superintendent.

O. Summary Data

Statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify an individual is ascertainable. Unless classified pursuant to Minnesota Statutes section 13.06, another statute, or federal law, summary data is public.

#### IV. RESPONSIBLE AUTHORITY

- A. The superintendent or designee will serve as the authority responsible for data requests.
- B. The responsible authority will establish procedures to ensure that requests for government data are received and compiled within an appropriate and prompt manner.
- C. The responsible authority may designate one or more designees.

#### V. REQUESTS FOR PUBLIC DATA

- A. All requests for public data must be made using the online form submission located on the District's website at [www.sspps.org/departments/communications](http://www.sspps.org/departments/communications).
  - 1. A request for public data should include the following information:
    - a) Full name of the requestor
    - b) Date the request is made;
    - c) A detailed description of the data requested;
    - d) Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
    - e) Method to contact the requestor (phone number, address, or email address).





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2. Unless specifically authorized by statute, the school district may not require persons to identify themselves, state a reason for, or justify a request to gain access to public government data. A person may be asked to provide certain identifying or clarifying information for the sole purpose of facilitating access to the data.
  3. The identity of the requestor is public, if provided, but cannot be required by the government entity.
  4. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.
- B. The responsible authority will respond to a data request at reasonable times and places as follows:
1. The responsible authority will notify the requestor in writing as follows:
    - a) The requested data does not exist; or
    - b) The requested data does exist but either all or a portion of the data is not accessible to the requestor; or
      - (1) If the responsible authority determines that the requested data is classified so that access to the requestor is denied, the responsible authority will inform the requestor of the determination in writing, as soon thereafter as possible, and shall cite the specific statutory section, temporary classification, or specific provision of federal law on which the determination is based.
      - (2) Upon the request of a requestor who is denied access to data, the responsible authority shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of federal law upon which the denial was based.
    - c) The requested data does exist and provide arrangements for inspection of the data, identify when the data will be available for pick-up, or indicate that the data will be sent by mail. If the requestor does not appear at the time and place established for inspection of the data or the data is not picked up within ten (10) business days after the requestor is notified, the school district will conclude that the data is no longer wanted and will consider the request closed.
  2. The school district's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also by the number of requests made within a particular period of time.



3. The school district will provide an explanation of technical terminology, abbreviations, or acronyms contained in the responsive data on request.
4. The school district is not required by the MGDPA to create or collect new data in response to a data request, or to provide responsive data in a specific form or arrangement if the school district does not keep the data in that form or arrangement.
5. The school district is not required to respond to questions that are not about a particular data request or requests for data in general.

## **VI. REQUEST FOR SUMMARY DATA**

- A. A request for the preparation of summary data shall be made using the online form submission located on the District's website at [www.sspps.org/departments/communications](http://www.sspps.org/departments/communications).
  1. A request for the preparation of summary data should include the following information:
    - a) Full name of the requestor
    - b) Date the request is made;
    - c) A detailed description of the data requested;
    - d) Identify the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
    - e) Method to contact requestor (phone number, address, or email address).
- B. The responsible authority will respond within ten (10) business days of the receipt of a request to prepare summary data and inform the requestor of the following:
  1. The estimated costs of preparing the summary data, if any; and
  2. The summary data requested; or
  3. A written statement describing a time schedule for preparing the requested summary data, including reasons for any time delays; or
  4. A written statement describing the reasons why the responsible authority has determined that the requestor's access would compromise the private or confidential data.
- C. The school district may require the requestor to pre-pay all or a portion of the cost of creating the summary data before the school district begins to prepare the summary data.

## **VII. DATA BY AN INDIVIDUAL DATA SUBJECT**

- A. Collection and storage of all data on individuals and the use and dissemination of private and confidential data on individuals shall be limited to that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.
- B. Private or confidential data on an individual shall not be collected, stored, used, or disseminated by the school district for any purposes other than those stated to the individual at the time of collection in accordance with Minnesota Statutes section 13.04, except as provided in Minnesota Statutes section 13.05, subdivision 4.
- C. Upon request to the responsible authority or designee, an individual shall be informed whether the individual is the subject of stored data on individuals, and whether it is classified as public, private or confidential. Upon further request, an individual who is the subject of stored private or public data on individuals shall be shown the data without any charge and, if desired, shall be informed of the content and meaning of that data.
- D. After an individual has been shown the private data and informed of its meaning, the data need not be disclosed to that individual for six months thereafter unless a dispute or action pursuant to this section is pending or additional data on the individual has been collected or created.
- E. The responsible authority or designee shall provide copies of the private or public data upon request by the individual subject of the data. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.
- F. The responsible authority or designee shall comply immediately, if possible, with any request made pursuant to this subdivision, or within ten days of the date of the request, excluding Saturdays, Sundays and legal holidays, if immediate compliance is not possible.
- G. An individual subject of the data may contest the accuracy or completeness of public or private data. To exercise this right, an individual shall notify in writing the responsible authority describing the nature of the disagreement. The responsible authority shall within 30 days either: (1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual; or (2) notify the individual that the authority believes the data to be correct. Data in dispute shall be disclosed only if the individual's statement of disagreement is included with the disclosed data.
- H. The determination of the responsible authority may be appealed pursuant to the provisions of the Administrative Procedure Act relating to contested cases. Upon receipt of an appeal by an individual, the commissioner shall, before issuing the order and notice of a contested case hearing required by Minnesota Statutes chapter 14, try to resolve the dispute through education, conference, conciliation, or persuasion. If the parties consent, the commissioner may refer the matter to mediation. Following these efforts, the commissioner shall dismiss the appeal or issue the order and notice of hearing.

- I. Data on individuals that have been successfully challenged by an individual must be completed, corrected, or destroyed by a government entity without regard to the requirements of Minnesota Statutes section 138.17.
- J. After completing, correcting, or destroying successfully challenged data, the school district may retain a copy of the commissioner of administration's order issued under Minnesota Statutes chapter 14 or, if no order were issued, a summary of the dispute between the parties that does not contain any particulars of the successfully challenged data.

#### **VIII. REQUESTS FOR DATA BY AN INDIVIDUAL SUBJECT OF THE DATA**

- A. All requests for individual subject data must be made in writing directed to the responsible authority.
- B. A request for individual subject data must include the following information:
  - 1. Statement that one is making a request as a data subject for data about the individual or about a student for whom the individual is the parent or guardian;
  - 2. Date the request is made;
  - 3. A clear description of the data requested;
  - 4. Proof that the individual is the data subject or the data subject's parent or guardian;
  - 5. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
  - 6. Method to contact the requestor (such as phone number, address, or email address).
  - 7. The identity of the requestor of private data is private.
  - 8. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.
  - 9. Policy 515 (Protection and Privacy of Pupil Records) addresses requests of students or their parents for educational records and data.

#### **IX. COSTS**

- A. A Public Data
  - 1. The school district will charge for copies provided as follows:
    - a) 100 or fewer pages of black and white, letter or legal sized paper copies will be charged at 25 cents for a one-sided copy or 50 cents for a two-sided copy.



- b) More than 100 pages or copies on other materials are charged based upon the actual cost of searching for and retrieving the data and making the copies or electronically sending the data, unless the cost is specifically set by statute or rule.
  - (1) The actual cost of making copies includes employee time, the cost of the materials onto which the data is copied (paper, CD, DVD, etc.), and mailing costs (if any). Employee time will be calculated based on the wages of the lowest paid employee with access to and authority to process the data requested.
  - (2) Also, if the school district does not have the capacity to make the copies, e.g., photographs, the actual cost paid by the school district to an outside vendor will be charged.

2. All charges must be paid for in cash or check in advance of receiving the copies.

**B. Summary Data**

- 1. Any costs incurred in the preparation of summary data shall be paid by the requestor prior to preparing or supplying the summary data.
- 2. The school district may assess costs associated with the preparation of summary data as follows:
  - a) The cost of materials, including paper, the cost of the labor required to prepare the copies, any schedule of standard copying charges established by the school district, any special costs necessary to produce such copies from a machine-based record-keeping system, including computers and microfilm systems;
  - b) The school district may consider the reasonable value of the summary data prepared and, where appropriate, reduce the costs assessed to the requestor.

**C. Data Belonging to an Individual Subject**

- 1. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

The responsible authority shall not charge the data subject any fee in those instances where the data subject only desires to view private data.

The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies. Based on the factors set forth in Minnesota Rule 1205.0300, subpart 4, the school district determines that a reasonable fee would be

the charges set forth in section VIII.A of this policy that apply to requests for data by the public.

2. The school district may not charge a fee to search for or to retrieve educational records of a child with a disability by the child's parent or guardian or by the child upon the child reaching the age of majority.

## **X. ANNUAL REVIEW AND POSTING**

- A. The responsible authority shall prepare a written data access policy and a written policy for the rights of data subjects (including specific procedures the school district uses for access by the data subject to public or private data on individuals). The responsible authority shall update the policies no later than August 1 of each year, and at any other time as necessary to reflect changes in personnel, procedures, or other circumstances that impact the public's ability to access data.
- B. Copies of the policies shall be easily available to the public by distributing free copies to the public or by posting the policies in a conspicuous place within the school district that is easily accessible to the public or by posting them on the school district's website.

### **Data Practices Contacts**

#### **Responsible Authority:**

Superintendent of Schools  
104 – 5<sup>th</sup> Avenue South  
South St. Paul, MN 55075  
(651) 457-9465

#### **Data Practices Compliance Officials:**

Human Resource Director (Employee and Non-Student Data Requests)  
104 - 5th Avenue South  
South St. Paul, MN 55075  
(651) 457-9473

Student Services Director (Student Data Requests)  
104 - 5th Avenue South  
South St. Paul, MN 55075  
(651) 457-9466

#### ***Legal References:***

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 13.01 (Government Data)  
Minn. Stat. § 13.02 (Definitions)  
Minn. Stat. § 13.025 (Government Entity Obligation)

Minn. Stat. § 13.03 (Access to Government Data)  
Minn. Stat. § 13.04 (Rights of Subjects to Data)  
Minn. Stat. § 13.05 (Duties of Responsible Authority)  
Minn. Stat. § 13.32 (Educational Data)  
Minn. Rules Part 1205.0300 (Access to Public Data)  
Minn. Rules Part 1205.0400 (Access to Private Data)

***Cross References:*** MSBA/MASA Model Policy 406 (Public and Private Personnel Data)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)



## SOUTH ST. PAUL PUBLIC SCHOOLS

### School Board Agenda Item

**Meeting Date:** Monday, January 27, 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>  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 for the 2024-25 school year. Majority approval by the School Board is necessary.
<b>Recommendation:</b>  Approve Board Member as a classified substitute for the district.
<b>Alternatives:</b>  Not approve Board Member as a classified substitute for the district.

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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 a 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 January 27, 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:** January 27, 2025

**Place on Agenda:** Regular Agenda/Business Items

**Action Requested:** Approval

**Attachment:** Acceptance of Gifts

<b>Topic:</b> Acceptance of Gifts
<b>Presenter(s):</b> Ra Chhoth, Finance Director
<b>Background:</b>  Per school board policy, the School Board may receive and accept, for the benefit of the school district, bequests, donations of money, or gifts for any purpose. All gifts received by the District must comply with applicable fire codes, health guidelines, and safety regulations (i.e. furniture, technology, and appliances).
<b>Recommendation:</b>  Administration recommend the approval of the Acceptance of Gifts Report
<b>Alternatives:</b>  Do not approve the Acceptance of Gifts Report and direct administration with the next steps.

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Board Meeting Date: January 27, 2025

## Acceptance of Gifts

### Monetary

Donation Amount	Designated To	Donation From	Purpose
\$5,000	Girls' Softball	Anonymous	Uniforms

### Value in Kind

Donation Item	Designated To	Donation From	Purpose



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

**Meeting Date:** January 27, 2025  
**Place on Agenda:** Business Meeting  
**Action Requested:** Approval  
**Attachment:** Opioid Settlement Joint Powers Agreement

<b>Topic:</b> Joint Powers Agreement Between the County of Dakota and Special School District # 6
<b>Presenter(s):</b> Brian Zambreno, Superintendent
<b>Background:</b> <p>Dakota County has offered to provide South St. Paul Public Schools with \$5,000 from Opioid Settlement Funds. These funds are designated for prevention efforts and the procurement of naloxone (Narcan) as required by state law. Naloxone is a life-saving medication used to reverse opioid overdoses, and its availability is a critical component of the district's compliance with the statute and commitment to student and staff safety.</p>
<b>Recommendation:</b> <p>The administration recommends that the Board approve the joint powers agreement with Dakota County to accept these funds to support the district's opioid prevention and safety initiatives.</p>
<b>Alternatives:</b> <p>Do not approve the joint powers agreement, forfeiting the opportunity to access these funds.</p>

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## JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF DAKOTA AND INDEPENDENT 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 Independent School District Special District 6 [104 5<sup>th</sup> Ave S South St. Paul, MN 55075] "School District", by and through their respective governing bodies, together referenced as the "Parties."

### RECITALS

**WHEREAS**, the County and the Contractor 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 funds from the National Opioid Settlement;

**WHEREAS**, the County is permitted to make grants of Opioid Settlement Funds to recipients who spend the funds in compliance with the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement (MOA); and

**WHEREAS**, the County is providing Contractor with Opioid Settlement Funds described herein based on the grant expenditure requirements outlined in Exhibit 2, Service Grid.

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

1. Effective Date. This Agreement shall be effective as of the later date of signature by the parties through January 1, 2027.
2. Purpose. The purpose of this Agreement is to provide Opioid Settlement Funds from the County to the Contractor to be used by the Contractor solely for the purposes described in Exhibit 2, Service Grid.
3. Contractor obligations under Opioid Settlement Agreements. The grant funds provided to Contractor under this agreement are subject to the terms and conditions contained in both the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement document ("MOA"), which can be found at: [https://www.ag.state.mn.us/opioids/docs/MN\\_MoA.pdf](https://www.ag.state.mn.us/opioids/docs/MN_MoA.pdf), and the Reporting and Compliance Addendum document, which can be found at: [https://www.ag.state.mn.us/opioids/docs/MN\\_MOA\\_ReportingAddendum.pdf](https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf) ("Addendum to MOA"). Contractor agrees to comply with all terms and conditions that are applicable to Participating Local Governments, recipients and grantees under such MOA and Addendum.

In accordance with Part III., Section D of the MOA, Participating Local Governments may make contracts with or grants to a nonprofit, charity, or other entity with Opioid Settlement Funds.

Under the Addendum to MOA, Part I. Section f, a Participating Local Government that receives Opioid Settlement Funds and grants those funds to subrecipients or grantees, including to other Local Governments, is responsible for monitoring and tracking the distribution and use of those funds to satisfy the entity's reporting obligations. Contractor therefore must comply with such monitoring and tracking requirements for the funds it receives under this Agreement. Pursuant to the Addendum to MOA Part II, Section b, all grantees and subrecipients must comply with Minnesota Statutes section 16C.05, subdivision 5. Subrecipients and grantees must also comply with the Minnesota Government Data Practices Act, as provided by Minnesota Statutes section 13.05, subdivision 11." Under Section C, all Participating Local Governments must maintain, for a period of at least six years, records of Opioid Settlement Fund expenditures and documents underlying those expenditures.

4. **County Obligations.** The County agrees to reimburse the Contractor in an amount not to exceed \$5000.00 for costs incurred in performing services fulfilling the Purpose described above from the Effective Date through January 1, 2027.
5. **Reimbursement and Reporting.** After this Agreement has been executed by both parties, the Contractor 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 Contractor within 45 calendar days of the Contractor's submission of invoices to the County. Invoices must be submitted using the form in Exhibit 3. All requests for reimbursement must be submitted as outlined in Exhibit 2, Service Grid. The Contractor must certify that the requested reimbursements are accurate, appropriate and eligible in accordance with the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement (MOA), which states the following in part:
  1. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.
  2. The budget or resolution must (i) indicate that it is an authorization for expenditures of opioid settlement funds; (ii) state the specific strategy or strategies the county or city intends to fund, using the item letter and/or number in Exhibit A to identify each funded strategy, if applicable; and (iii) state the amount dedicated to each strategy for a stated period of time.
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, Community Services Director  
 Telephone: 651-554-5742  
 Email: [Marti.Fischbach@co.dakota.mn.us](mailto:Marti.Fischbach@co.dakota.mn.us)

Jenn Jech has the responsibility to monitor the Contractor's performance pursuant to this Agreement and the authority to approve invoices submitted for reimbursement.

The Contractor's Authorized Representative is:  
 Brian Zambreno, Superintendent  
 104 5<sup>th</sup> Ave S South St. Paul, MN 55075  
 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 Contractor 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 Contractor.
8. **Use of Subcontractors.** Contractor shall not engage subcontractors under this Agreement without a written amendment to this Agreement. It is Contractor's responsibility to make sure all subcontractors are subject to the provisions of this Agreement that are applicable to Contractor.
9. **Indemnification.** The Parties agree to indemnify, defend and hold harmless the other, its officers, agents and employees against any and all liability, loss, costs, damages, claims or actions its officers, agents or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the indemnifying party, its officers, agents, or employees, in the execution, performance or failure to adequately perform its obligations pursuant to this Agreement. Nothing herein shall be

construed as a waiver by County or Contractor of any of the immunities or limitations of liability to which they 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, Contractor shall, at its expense, procure and maintain policies of insurance or self-insurance covering the term of this Agreement. All retentions and deductibles under such policies shall be paid by the Contractor.
11. Audit. The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor, nor shall the County be considered or deemed to be an agent, representative or employee of the Contractor in the performance of this Agreement. Personnel of the Contractor 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 Contractor 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 Exhibit 1, Standard Assurances. The Contractor 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 Contractor 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 Contractor written notice of an event of default, the Contractor 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 Contractor 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 Contractor shall propose in writing the actions that the Contractor proposes to take and the schedule required to cure the event of default.
  - (c) Remedies. Upon the Contractor'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 Contractor. 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. Exhibits. The following exhibits are attached to and incorporated within this Joint Powers Agreement.
  - Exhibit 1: Standard Assurances;
  - Exhibit 2: Service Grid;
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 Contractor. Any amendment to this Agreement must be in writing and executed by the County and the Contractor. 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-2024-00135-\_\_\_\_

Dakota County BR 24-256

**COUNTY OF DAKOTA**

By: \_\_\_\_\_  
 Title: Community Services Director  
 Date: \_\_\_\_\_

**INDEPENDENT SCHOOL DISTRICT 6**

By:  \_\_\_\_\_  
 Title: Superintendent \_\_\_\_\_  
 Date: 12-31-2024



**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)

## Executed Joint Powers Agreements (JPA) with school districts

### Payment Source

Opioid Settlement Funds

### Purpose

Authorize execution of joint powers agreements (JPA) with school districts and charter schools for the expenditure of up to \$500 per school building in Dakota County for a combined total of up to \$80,000 in accordance with the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement (MOA) funded through the Opioid Settlement Funds and amendment to the 2024 Non-Departmental Budget.

### Target Group

Dakota County Public and Charter Schools

### Goals

To provide for activities in accordance with the MOA, including, but not limited to, storage for mandated nasal naloxone, training, and support for community education and outreach.

### Service Expectations

School District	Number of Schools	Number of School Buildings	Total Dollar Amount	Proposed Strategy	MOA Exhibit A Strategies
Special District 6, South St. Paul Public School District	8	10	\$5,000	Purchase naloxone	Item H.1

- Overall Collaboration with:
  - DC PH Safe and Drug Free Schools
  - DC PH Safe and Healthy Start Collaborative and Communities of Practice
  - DC PH Substance Misuse and Suicide Prevention Collaborative
  - DC PH Opioid Prevention Coordinator

### Process Measures

In accordance with the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement (MOA), the process for drawing from special revenue funds is as follows.

1. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.
2. The budget or resolution must (i) indicate that it is an authorization for expenditures of opioid settlement funds;

(ii) state the specific strategy or strategies the County or Contractor intends to fund, using the item letter and/or number in Exhibit A to identify each funded strategy, if applicable; and (iii) state the amount dedicated to each strategy for a stated period of time. In accordance with Part III, Section D of the MOA, grant making is considered allowable such that participating Local Governments may make contracts with or grants to a nonprofit, charity, or other entity with Opioid Settlement Funds.

Furthermore, under the Minnesota Opioids State-Subdivision Memorandum of Agreement Reporting and Compliance Addendum under Part I, Section F, “any Participating Local Government that directly receives Opioid Settlement Funds and grants those funds to subrecipients or grantees, including other Local Governments, is responsible for monitoring and tracking the distribution and use of those funds to satisfy the entity’s reporting obligations.” All grantees will further be “subject to audit and Data Practices Act. All contracts and pass-through disbursements of Opioid Settlement Funds to subrecipients or grantees must comply with Minnesota Statutes section 16C.05, subdivision 5. Subrecipients or grantees must comply with the Minnesota Government Data Practices Act, as provided by Minnesota Statutes section 13.05, subdivision 11.”

Given these allowances, Contractor will be required to adhere to the process for drawing from special revenue funds, as outlined in the Part III, Section C of the MOA, which states School District Board resolution is required for authorization of expenditures of Opioid Settlement funds.

## Outcome Measures

Contractor must abide by the measures outlined in the Minnesota Opioids State-Subdivision Memorandum of Agreement Reporting and Compliance Addendum.

[https://www.ag.state.mn.us/opioids/docs/MN\\_MOA\\_ReportingAddendum.pdf](https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf)

## Reporting

- Contractor must abide by the measures outlined in the Minnesota Opioids State-Subdivision Memorandum of Agreement Reporting and Compliance Addendum.
  - [https://www.ag.state.mn.us/opioids/docs/MN\\_MOA\\_ReportingAddendum.pdf](https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf)
- Reporting is based on expenditures made during the calendar year (January-December) and should be due from schools-school districts or charter schools to Dakota County Public Health no later than Feb. 15 of the following year.
- Reporting is required in accordance to Dakota County Public Health to the DHS reporting addendum Appendix A.
  - [https://www.ag.state.mn.us/opioids/docs/MN\\_MOA\\_ReportingAddendum.pdf](https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf) (found on last page)

## County Responsibilities

- County will be responsible for submitting required reporting to DHS by March 31, annually.
- Facilitate opportunities for Public Health staff to provide feedback on related strategies and work related to the expenditure of Opioid Settlement Funds.
- Collaboratively plan strategy and logistics for successful expenditure of Opioid Settlement Funds.
- Process invoices for the reimbursement of the use of funds.

## Billing Procedures

- County will be responsible for the processing of reimbursements for the use of funds.

- Invoice provided as Exhibit 3, shall be submitted to [PHInvoices@co.dakota.mn.us](mailto:PHInvoices@co.dakota.mn.us) via email.
  - Include the specific School Board/County Board resolution approving the expenditure for opioid settlement funds to this invoice. The resolution must:
    - indicate that it is an authorization for expenditures of opioid settlement funds;
    - state the specific strategy or strategies the county or District/School intends to fund, using the item letter and/or number in Exhibit A to identify each funded strategy, if applicable; and
    - state the amount dedicated to each strategy for a stated period of time.
- The County shall make payment to Contractor within thirty-five (35) days of the date on which the invoice is received, and services are accepted by the County.
- If the invoice is incorrect, defective, or otherwise improper, the County will notify Contractor within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice from Contractor, the County will make payment within thirty-five (35) days.
- Late Request for Payments. The County has an absolute right to refuse payment on invoices received or postmarked more than ninety (90) days after the date that invoiced services were performed.

## Interpreters

County will pay for the actual costs of providing interpreter services to non-English speaking participants who are an open 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.

## Inclusion, Diversity & Equity

The County embraces and supports person-centered practices and expects contractors to do the same. Person-centered practices are structured in a way to support a client's comfort and ability to express choice, control, and direction in all aspects of service delivery and support. While the nature of some services and service deliveries is such that it must account for factors beyond the client's choice, control and direction, including, but not limited to, the terms of this Contract, court orders, the safety of the client and others, and governing law, the County values consideration of the client's perspective, knowing that services are more efficient and effective when aligned with client choice. [For more information, refer to *Person-Centered, Informed Choice and Transition Protocol*, Minnesota Department of Human Services, issued 3/27/17 and updates.]

The County further recognizes that pervasive racism, discrimination and other institutional and community biases, as well as harm from historical trauma, are experienced by cultural communities and that this may contribute to overrepresentation of cultural communities in some County services. Appropriate service delivery often requires open discussion considering the real-life experiences of the people served, paying attention to the impact of pervasive racism and bias. At the referral level, it means inquiring with families about how to integrate their family or individual culture into service delivery. At the service level, it includes attention to outcomes for families receiving services in order to assess whether effectiveness differs in cultural communities and responding to any differences.

It is expected that while performing services for the County, the Contractor shall abstain from unacceptable behaviors including, but not limited to:

- Racial, ethnic or discriminatory jokes or slurs;
- Hostile, condemning, or demeaning communications, both verbal and written;
- Behavior demonstrating disrespect, dishonesty, intimidation, or disruption to the work relationship; and
- Retaliation against any person who reports or addresses unacceptable behavior.

It is the responsibility of the Contractor to ensure staff delivering services for the County are aware of these expectations and trained as needed to ensure respectful, cooperative and professional conduct in interactions with County staff and clients. If the County experiences or receives a report of an unacceptable behavior, it will share the report with Contractor. The Contractor must inform the County of steps taken to remedy the

unacceptable behavior within ten (10) working days. If the unacceptable behavior persists, the County may terminate the Contract pursuant to the termination provision in the Contract.