



South St. Paul School Board Meeting

Monday, November 25, 2024 6:00 PM

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

I. ROLL CALL and PLEDGE OF ALLEGIANCE

II. APPROVAL OF MEETING AGENDA/MINUTES

II.A. School Board Meeting Agenda, November 25, 2024

II.B. Work Session and Regular Meeting Minutes, October 28, 2024

II.C. Work Session Minutes, November 12, 2024

III. QUALITY-IN-ACTION and REPORTS

III.A. **Quality-in-Action:** Principal Terry Bretoi and TOSA Talent Development and Advanced Academics leader will provide highlights from the district's new Talent Development and Advanced Academics Program. This program provides equitable access in developing talents in students of all abilities, races, ethnicities, languages, gender, and socioeconomic circumstances. The program is designed to support and challenge students who demonstrate a need for additional academic enrichment and includes a variety of programs tailored to different grade levels. This initiative is designed to not only identify, cultivate, and celebrate the diverse strengths of each of our students, but to also provide specialized opportunities and tailored support to help each student to reach their full potential. Through this program, every student can feel inspired, valued, and equipped to thrive. (T. Bretoi/J. Knaus)

III.B. **Report:** Chair John Raasch will highlight the Public Listening Session submissions. (J. Raasch)

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

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

III.E. **Report:** Chair John Raasch will provide a highlight of Superintendent Brian Zambreno's 2023-24 evaluation. (J. Raasch)

IV. CONSENT ITEMS

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

V. POLICY REVIEW

VI. BUSINESS ITEMS

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

VI.B. Approval, for the South St. Paul School Board to approve the Acceptance of Gifts Resolution. (L. Brandecker)

VI.C. Approval, for the South St. Paul School Board to approve the New Course Proposals as presented. (C. Ochocki, A. Winter, and B. Zambreno)

VII. INFORMATIONAL ITEMS

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

VIII. ADJOURNMENT



SOUTH ST. PAUL PUBLIC SCHOOLS

Special School District No. 6

Work Session - October 28, 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, October 28, 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. Student School Board Members Amal Fickak and Jackson Schultz, Superintendent Dr. Brian Zambreno and several staff members were also present.

June 30, 2024 Audit Report

Aaron Nielsen from MMKR, the District's independent auditor, presented the findings from the audit of the District's financial statements as of June 30, 2024.

- Objective: The primary goal of the audit was to assess whether the financial statements are free from material misstatements, whether due to fraud or error, and to provide an opinion on the overall financial condition of the District.
- Scope and Compliance: The audit reviewed the basic financial statements, and in accordance with Government Auditing Standards, included testing of the District's internal controls over financial reporting and its compliance with relevant laws, regulations, contracts, and grant agreements.
- Findings on Internal Control and Compliance: The internal control and compliance report is a standard component of the audit, providing insights on how the District manages its financial reporting processes.

One area in which SSPPS consistently receives feedback is regarding the segregation of financial duties. This feedback highlights that our finance department operates with fewer staff than recommended for a district of our size. Overall, the audit provided assurance of the District's financial position, with a clean report highlighting the integrity of its financial statements and adherence to required standards.

Special School Board Meeting

South St. Paul Public Schools will hold a general election on Tuesday, November 5, 2024. According to Minnesota Statute, school districts are required to canvass election results between the third and tenth day following the election. The Board's next regular business meeting falls outside this required timeframe. To comply with the statute, the Board will schedule a special meeting on November 12, 2024, to canvass the election results.

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 October 28, 2024, Work Session was adjourned at 5:51 PM.

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

Respectfully Submitted by:

Lisa Brandecker, Acting Secretary-Clerk
Board of Education



SOUTH ST. PAUL PUBLIC SCHOOLS

Special School District No. 6

October 28, 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, October 28, 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, Weber, W. Felton, and, Raasch. 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 Claflin

Seconded by Director Humann

That the South St. Paul School Board approves the October 28, 2024, School Board meeting agenda as well as minutes from the September 23, 2024, work session and regular meetings, and the October 14, 2024, work session.

Motion carried (7-0)

QUALITY-IN-ACTION AND REPORTS

Quality-in-Action - Lincoln Center Principal Theresa Marty introduced the school's new Science Specialist, Liz Sierminski. The team shared what students have been working on, their enthusiasm for science, and Liz demonstrated a quick experiment she is currently doing with 5th-grade students.

The team also highlighted the success they've seen in promoting positive student behavior and how they have significantly reduced adverse behaviors and office referrals.

Report: Amy Winter, Executive Director of Educational Services, and Dr. Candace Burckhardt, Director of Student Services, provided an overview of the district's performance on the Minnesota Comprehensive Assessment (MCA) and Minnesota Test of Academic Skills (MTAS), as well as a summary of attendance and graduation rates. Her presentation highlights trends, showcases areas of growth, and addresses key areas for improvement.

Report - Chair John Raasch provided a highlight of the October 14, 2024 stakeholder comments to the board session. Attendees shared concerns and support for the AmazeWorkds curriculum and rollout process.

Work Session Report - Highlights were provided of the School Board's discussion at their work session.

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

CONSENT ITEMS

By Director Humann

Seconded by Director W. Felton

A. Financial Claims - Bills Payable

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

Motion Carried (7-0)

BUSINESS ITEMS

By Director Laliberte

Seconded by Director Humann

Approval, for the South St. Paul School Board to approve the Resolution of Governing Board Supporting Form A Application to the Minnesota State High School League Foundation.

Motion carried 7 Yeas - Humann, Weber, W. Felton, Claflin, Laliberte, T. Felton and Raasch
0 nays

By Director W. Felton

Seconded by Director Humann

Approval, for the South St. Paul School Board to approve the boys' swimming cooperative agreement between South St. Paul Public Schools and Two Rivers beginning with the 2024-25 school year.

Motion carried (7-0)

By Director Humann

Seconded by Director Weber

Approval, for the South St. Paul School Board to approve scheduling a special board meeting on Tuesday, November 12, 2024, to canvas the election results.

Motion carried (7-0)

By Director Laliberte

Seconded by Director W. Felton

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

Motion carried (7-0)

By Director Humann

Seconded by Director Claflin

Approval, for the South St. Paul School Board to approve the June 30, 2024 audit report.

Motion carried (7-0)

By Director Humann

Seconded by Director Laliberte

Approval, for the South St. Paul School Board to approve the revised TDE agreement.

Motion carried (7-0)

By Director Director Humann

Seconded by Director Weber

Approval, for the South St. Paul School Board to approve the Resolution authorizing Employment of Board Member Wendy Felton as a Substitute in a Classified Position in the School District.

Motion carried 7 yeas - Laliberte, T. Felton, Humann, Weber, W. Felton, Claflin, and Raasch
0 nays

By Director Weber

Seconded by Director W. Felton

Approval, for the South St. Paul School Board to approve the Resolution authorizing Employment of Board Member Kim Humann as a Substitute in a Certified or Classified Position in the School District.

Motion carried 7 yeas - T. Felton, Humann, Weber, W. Felton, Claflin, Laliberte, Raasch
0 nays

By Director W. Felton

Seconded by Director Humann

Approval, for the South St. Paul School Board to approve the Resolution authorizing Employment of Board Member Tim Felton as a Substitute in a Certified or Classified Position in the School District.

Motion carried 7 yeas - W. Felton, Claflin, Lailiberte, T. Felton, Humann, Weber, Raasch
0 nays

INFORMATIONAL ITEMS

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

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

ADJOURN

By Director Humann

Seconded by Director Claflin

Approval, for the South St. Paul School Board to adjourn the October 28, 2024, meeting at 7:34 PM.

Motion carried (7-0)

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

November 12, 2024

The Special Board Meeting of the School Board, Special School District No. 6, South St. Paul, was held in the District Office Conference Room on Tuesday, November 12, 2024. Chair John Raasch called the meeting to order at 5:31 PM with six Board members present for roll call: Claflin, Laliberte, Humann, Weber, W. Felton, and Chair Raasch. T. Felton was absent. Superintendent Dr. Brian Zambreno and several staff and community members were also present.

AGENDA

By Director Humann

Seconded by Director W. Felton

That the South St. Paul School Board approves the November 12, 2024, School Board Special Meeting Agenda.
Motion carried (6-0)

BUSINESS ITEMS

By Director Humann

Seconded by Director Laliberte

Approval, for the South St. Paul School Board to approve the Resolution Canvassing Returns of Votes of School District General Election.

Motion carried 6 yeas - Humann, Weber, W. Felton, Claflin, Laliberte, and Raasch
0 nays

By Director Weber

Seconded by Director Claflin

Approval, for the South St. Paul School Board to approve the Resolution Authorizing Issuance of Certificates of Election and Directing the School District Clerk to Perform Other Election Related Duties.

Motion carried 6 yeas - Laliberte, Humann, Weber, W. Felton, Claflin, and Raasch
0 nays

CLOSED SESSION AND SUPPLEMENTAL ITEMS

By Director Laliberte

Seconded by Director Humann

Approval for the School Board to move to a Closed Session per the Open Meeting Law (Minn. Stat. § 13D.05, subdivision 3(b), for confidential discussion with the Board's attorney to discuss potential resolution of a pending lawsuit.

Motion carried (6-0)

Closed Session officially began at 5:40 PM. Members present: Directors W. Felton, Humann, Laliberte, Weber, Claflin, and Chair Raasch as well as Superintendent Brian Zambreno, Human Resource Director Joel Milteer, and the district's legal counsel Liz Vieira.

By Director Laliberte

Seconded by Director Humann

That the School Board moves to open the closed session at 5:49 PM.

Motion carried (6-0)

By Director Humann

Seconded by Director Claflin

Approval for the School Board to approve the Settlement Agreement as presented in the closed session.

Motion carried (6-0)

By Director Humann

Seconded by Director Weber

Approval for the School Board to move to a Closed Session per the Open Meeting Law (Minn. Stat. § 13D.03) for Educational Support Professionals negotiations.

Motion carried (6-0)

Closed Session officially began at 5:52 PM. Members present: Directors W. Felton, Humann, Laliberte, Weber, Claflin, and Chair Raasch as well as Superintendent Brian Zambreno and Human Resource Director Joel Milteer.

ADJOURN

By Director Humann

Seconded by Director Weber

Approval for the School Board to move to open the closed session and adjourned the November 12, 2024, meeting at 6:15 PM.

Motion carried (6-0)

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

School Board Agenda Item

Place on Agenda: Regular Meeting Reports

Action Requested: None

Attachment: None

Topic: Stakeholder Comments to the Board

Presenter(s): Board Chair

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

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

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

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SOUTH ST. PAUL PUBLIC SCHOOLS
School Board Agenda Item

Place on Agenda: Reports

Action Requested: None

Attachment: None

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

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SOUTH ST. PAUL PUBLIC SCHOOLS

School Board Agenda Item

Place on Agenda: Reports

Action Requested: None

Attachment: None

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



SOUTH ST. PAUL PUBLIC SCHOOLS
School Board Agenda Item

Meeting Date: November 25, 2024

Place on Agenda: Consent Items

Action Requested: Approval

Attachment: Staffing

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

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

11-25-2024

Certified

A. Appointments/Reassignments

1. Brenda Johnson - Elementary Targeted Services Coordinator, Kaposia, up to 4.5 hours per week, effective November 11, 2024
2. Rebecca Spreigl - Elementary Targeted Services Coordinator, Lincoln Center, up to 4.5 hours per week, effective November 12, 2024
3. Shelly Moland - Targeted Services - Middle Level Coordinator, Middle School, up to 6 hours per week, effective November 19, 2024

2024-25 Technology Stipend (\$1160.00)

Andrew Cin-Walker	Emily Seaberg
Jane Cornell	Jody Sielski
Josh Craig	Anne-Marie White
Megan Frantzen	Scott Youdas
Christopher Gustilo	Bill Bauman
Angie Haffely	Kim Laska
Emily Molenaar	Connor Murphy
Sara Monjeau	

ECA ACTIVITIES 2024-25

Mistletoe Dance Advisor	Amarie English	\$800
Basketball Coach	Adam King(Flex Position)	\$3775.00 (Flex Dollars)
Math League HS	Katherine Hollen	\$2301.00
Math League MS	Luke Olson	\$1118.50
Math League MS	Thomas Munoz	\$1118.50
Basketball MS Girls Coach	Kayla Thomas	\$2237.00 (Flex Dollars)
Teacher Mentor (Spring)	Heather Gysbers	\$754.00 Stipend
C.A.S Coordinator	Kelly Pederson	\$3249.00 Prorated Stipend
Varsity Hockey Coach	Mike Moline	\$4500.00 (Revised Rate)
Wrestling Volunteer Coach	Abram Aho	Volunteer
Wrestling Volunteer Coach	Eric Berchtold	Volunteer
Drumline	Vladislav Boz	Volunteer
Drumline	Sam Kallevig	Volunteer
Drumline	Caspar Borggreve	Volunteer
Drumline	Victor Brendal	Volunteer
Theatre- Winter Director	Brian McTier	\$1206.00

B. Resignations/Retirements/Leaves/Reductions/Other

1. Catherine Rue - Retirement, Speech Language, Elementary, effective June 13, 2024.
2. Brenda Johnson - Leave of Absence, Phy Ed Teacher, Kaposia Elementary, Intermittent (as needed) through June 13th 2024

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

11-25-2024

Classified

A. Appointments/Reassignments

1. Noel Giesbrecht - SPED Assistant, High School, \$20.16 per hour, effective December 11, 2024
2. Landon Sitar - Kids Choice - Student Worker, Lincoln Center, \$15 per hour, effective date TBD
3. Linda Nygaard- Head Cook, Lincoln Center, hours increased to 8 hours a day, effective November 1, 2024
4. Teresa Ortiz- Nutrition Assistant, Lincoln Center, hours increased to 5 hours a day, effective November 1, 2024
5. Claudia Colato-Mira- Nutrition Assistant, Lincoln Center, hours increased to 5.75 hours a day, effective November 1, 2024
6. Courtney Gutzman - SAC Supervisor, Lincoln Center, \$27.44, effective September 1, 2024
7. Amanda Orchard - Kids Choice - Substitute, Lincoln Center, \$18.86, effective November 18, 2024

B. Resignations/Retirements/Leaves/Reductions/Other

1. Choua Vang - Resignation, PT Custodian, District Office, effective October 31, 2024
2. Carolyn Roe - Targeted Services - Clerical Support, Community Learning Center, up to 10 hours per week, effective November 4, 2024
3. Brianna Everett - Resignation, Nutrition Services Assistant, Secondary, effective November 26, 2024
4. Iliana Galaviz - Resignation, Special Education Assistant, Middle School, effective November 6, 2024
5. Brady Hoffman - Resignation, Director of Finance, District Office, effective November 15, 2024
6. Haregewoin Wolderufael - Resignation, Nutrition Services Assistant, Secondary, effective November 18, 2024
7. Ruby Cano Berrios - Resignation, Student Supervisor, Kaposia, effective November 22, 2024

8. Lori Peterson - Leave of Absence, Digital Learning Coordinator, Districtwide, effective November 5, 2024 through December 4th, 2024
9. Steven Heltne - Leave of Absence (Revised Dates), PT Cleaner, High School, effective October 28th through February 3, 2024
10. Maria Tere Jaimes-Castellanos - Leave of Absence, Cultural Liaison, Lincoln Center, effective November 4, 2024 through November 15, 2024



SOUTH ST. PAUL PUBLIC SCHOOLS
School Board Agenda Item

Meeting Date: November 25, 2024

Place on Agenda: Regular Agenda/Business Items

Action Requested: Approval

Attachment: Superintendent's Contract

Topic: Superintendent's Contract
Presenter(s): John Raasch, Board Chair
Background: Superintendent Zambreno is in the final year of his initial three-year contract. Following his recent performance evaluation, which confirmed he meets or exceeds expectations in all six components of professional practice outlined in the SSPPS Superintendent Appraisal System, a new contract is being presented to the Board. The proposed contract would run from July 1, 2025, to June 30, 2028.
Recommendation: Approval of superintendent's contract.
Alternatives: Do not approve and determine next steps.

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**South St. Paul Public Schools
Special School District No. 6**

**Employment Agreement
SUPERINTENDENT OF SCHOOLS**

The School Board of Special School District No. 6, South St. Paul Public Schools ("District") enters into this Employment Agreement ("Agreement") with Brian Zambreno ("Superintendent"), a legally qualified and licensed Superintendent, who agrees to perform the duties of Superintendent for the District.

The District and Superintendent intend that all terms and conditions of the Superintendent's employment in the position of Superintendent are governed solely by this Agreement. This Agreement is entered into between the District and Superintendent in conformance with Minn. Stat. §123B.143, subd. 1.

The District and the Superintendent agree as follows:

I. LICENSURE AND DUTIES

A. The Superintendent must hold throughout the life of this Agreement a valid and appropriate license to perform duties as a superintendent in the State of Minnesota.

B. The Superintendent has charge of the administration of the schools and district under the direction of the School Board. The Superintendent is the chief executive officer of the District. As its chief executive officer, the Superintendent's duties include, but are not limited to: (1) directing and assigning all district employees under the Superintendent's supervision; (2) selecting and structuring the administrative and supervisory employees, including instructional and operational, as best serves the District, subject to the approval of the School Board; (3) suggesting district policies to the School Board; (4) serving as an ex-officio member of the School Board and a member on all School Board committees; (5) providing administrative recommendations on items before the School Board and its committees; (6) performing all duties incident to the office of the Superintendent; and (7) other duties as prescribed by the School Board.

C. The Superintendent must comply with all state laws, federal laws, and district policies, as established or amended by the entity.

D. Attendance is an essential job function of the position of the Superintendent.

E. The position of the superintendent has exempt status under the Fair Labor Standards Act.



II. DURATION, EXPIRATION, TERMINATION

- A. This Agreement is for a term of 3 years beginning on July 1, 2025, and ending on June 30, 2028. This Agreement remains in full force and effect unless modified by mutual written consent of the School Board and the Superintendent, or unless terminated as provided herein.
- B. **Subsequent Agreement.** The School Board will take action to determine whether to offer the Superintendent a subsequent Agreement no later than 6 months prior to the expiration of this Agreement and provide the Superintendent notice of its action.
- C. This Agreement expires on June 30, 2028. At the conclusion of its term, neither party has any further claim against the other, and the District's employment of the Superintendent ceases, unless a subsequent agreement is entered into by the parties, in accordance with Minnesota law.
- D. Termination During the Term of the Agreement.
 1. **Termination for Cause.** The Superintendent's employment may be terminated during the term of this Agreement only for cause, as defined in Minn. Stat. § 122A.40, subd. 9 or 13. Except for purposes of describing grounds for discharge, the provision of Minn. Stat. § 122A.40 are not applicable to this Agreement, except as required therein. The Superintendent does not maintain any continuing contract rights under Minn. Stat. § 122A.40. If the School Board proposes to terminate the Superintendent during the Agreement term for cause as described in Minn. Stat. § 122A.40, subd. 9 or 13, it will notify the Superintendent in writing of the proposed grounds for termination. The Superintendent may request a hearing before an arbitrator, providing the Superintendent makes such request in writing within 15 calendar days after receipt of notice of the proposed termination. The hearing will be conducted in accordance with Bureau of Mediation Service ("BMS") procedures for arbitration. The arbitrator's decision is binding upon the District and Superintendent, subject to any judicial review of arbitration decisions as provided by law. If the Superintendent fails to make a written request for arbitration within fifteen (15) calendar days, the Superintendent will be deemed to have acquiesced to the discharge, and the Superintendent will have no further right to challenge the discharge or to bring a claim against the district.
 2. **Termination by the Superintendent.** If the Superintendent wishes to resign prior to the end of the term of this Agreement, the Superintendent must notify the School Board Chairperson and Vice-Chairperson of the intent to resign at least 9 months prior to the proposed last day of employment. The Superintendent must formally submit to the School Board the written resignation 6 months prior to the proposed last day of employment. These notification timelines may be waived by the School Board in its sole discretion. After providing such notice, the Superintendent must continue to provide full efforts to execute the duties of the position.
 3. **Termination by Mutual Consent.** This Agreement may be terminated at any time by mutual consent of both the School Board and the Superintendent.
 4. **Paid Administrative Leave.** At any time during the term of this Agreement, the School Board may place the Superintendent on paid administrative leave.



III. COMPENSATION

- A. **Salary.** The Superintendent is paid an annual salary of \$225,000 for the 2025-26 school duty year; \$231,750 for the 2026-27 school duty year; and \$238,703 for the 2027-28 school duty year. This annual salary may be modified by action of the School Board, but not reduced, during the term of the Agreement. The salary is paid in accordance with the District's payroll practices in equal installments throughout the year.
- B. **Daily Rate of Pay.** Whenever it is necessary to calculate the Superintendent's daily rate of pay for purposes of this Agreement, such rates are determined by dividing the Superintendent's base yearly salary by the divisor of 230. This calculation does not include any other payments or benefits pursuant to this Agreement.
- C. **403(b) Matching Contribution.** The Superintendent may determine the amount of the salary identified in Article III.A, above, that the Superintendent would like to receive as salary and the amount that the Superintendent would like to have the District place in a tax-sheltered annuity ("TSA") from the District's approved vendors. To the extent permitted by law, the District will match the Superintendent's contributions to a qualifying tax sheltered annuity (TSA) on a dollar-for-dollar basis, up to the statutory maximum amount allowed in Minn. Stat. § 356.24, subd. 3(f), as amended, during each school year covered by this Agreement. Once the District has made a matching payment to the TSA, the matching payment will become the property of the Superintendent. However, if the Superintendent terminates this Agreement pursuant to Article II.D.2, the District will not be required to provide any additional matching payments after receiving notice of the Superintendent's intent to terminate. Similarly, if the District decides to discharge the Superintendent, the District will not be required to make any additional matching payments after voting to discharge the Superintendent. If the termination decision is a mutual agreement between the Superintendent and the School Board, the District will not be required to provide any additional matching payments after voting on the agreement to mutually separate the Superintendent's employment.
1. The Superintendent and the annuity companies involved are solely responsible for ensuring that the TSA complies with Section 403(b) of the Internal Revenue Code, as amended, and Minnesota law. The Superintendent hereby waives any right that the Superintendent might otherwise have to bring a claim against the District for any issue related to whether the TSA complies with Section 403(b) of the Internal Revenue Code, as amended, and Minnesota law. The Superintendent also waives any right that the Superintendent might otherwise have to demand direct payment to the Superintendent of the amount that the Superintendent identifies for contribution to the TSA. The District's only obligation under Article III.C. is to make the specified contributions to the TSA.
- D. **Auto Allowance.** The District will pay the Superintendent a monthly allowance of \$250 for the use of the Superintendent's personal automobile in the performance of the Superintendent's duties, pursuant to Minn. Stat. § 471.665, subd. 3.
- E. **Professional Development:** The Superintendent may receive up to \$2,000 per school year for educational-related materials. This amount shall be added to the annual base salary and included when calculating a daily rate of pay for each year of this contract.



IV. DUTY YEAR AND LEAVES OF ABSENCE

- A. **Duty Year.** The Superintendent's duty year is twelve months in length and corresponds to each school year (July 1 to June 30) covered by this Agreement. The Superintendent must work full-time for the full duty year, less vacation, paid holidays and sick leave used during each duty year, including those legal holidays on which the School Board is authorized to conduct school if the School Board so determines. The Superintendent remains on duty during any emergency, natural or unnatural, unless otherwise excused by the School Board Chairperson.
- B. **Vacation.** The Superintendent earns 30 days of paid vacation each school year (July 1 to June 30) covered by this Agreement. The Board encourages the Superintendent to use accrued vacation. The Superintendent must obtain prior approval from the School Board Chairperson before taking more than 10 consecutive days of paid vacation, unless the vacation days are being utilized during a leave taken pursuant to the Family Medical Leave Act ("FMLA"). The Superintendent may carry over up to 25 days to the following fiscal year and may accumulate up to a maximum of 65 vacation days. On or before June 30 of each contract year, the Superintendent may elect to receive payment for up to 10 accrued vacation days, which will be deducted from the accumulated balance. The value of the accrued and unused vacation days shall be determined based on the Superintendent's daily rate of pay at the time the days are paid out. Upon termination of employment, the Superintendent may be entitled to payment for any unused vacation days accrued and earned pursuant to this paragraph, not to exceed the maximum accumulation of vacation days, unless the termination is for cause, or the Superintendent terminates the Agreement pursuant to Article II.D.2.
- C. **Holidays.** The Superintendent has 12 paid holidays each year of the Agreement. They are as follows:
- January 1 (New Year's Day)
 - Third Monday in January (Martin Luther King Day)
 - Third Monday in February (Presidents' Day)
 - Last Monday in May (Memorial Day)
 - June 19 (Juneteenth)
 - July 4 (Independence Day)
 - First Monday in September (Labor Day)
 - Fourth Thursday in November (Thanksgiving Day)
 - Friday after Thanksgiving Day (Family Day)
 - December 24 (Christmas Eve Day)
 - December 25 (Christmas Day)
 - December 31 (New Year's Eve Day)



- D. **Sick Leave.** On July 1 of each school year covered by this Agreement, the Superintendent will be credited with 23 days of sick leave. The Superintendent may use sick leave for any earned sick and safe time qualifying reason outlined in Minn. Stat. § 181.9447, as amended. Upon ending the Superintendent's employment with the District, the Superintendent will receive compensation for any unused days of sick leave, not to exceed 95 days at the Superintendent's daily rate of pay upon separation of employment, unless the termination is for cause, or the Superintendent terminates the Agreement pursuant to Article II.D.2. If the Superintendent (1) has exhausted the Superintendent's sick leave allocation under this section, (2) qualifies for leave due to an FMLA-approved reason under Article IV.E, and (3) does not yet qualify for long-term disability insurance under Article V. C, the District will allocate additional sick leave to the Superintendent to the date the Superintendent would be eligible for long-term disability insurance under Article V. C.
- E. **Medical/Disability Leave.** The Superintendent may be eligible for an unpaid leave of absence pursuant to federal and state law, including the Family and Medical Leave Act ("FMLA"), the Minnesota Parenting Leave Act ("MPLA"), and the Americans with Disabilities Act ("ADA").
- G. **Jury Duty.** If the Superintendent serves on jury duty during the term of this Agreement, the Superintendent will receive full pay from the District, without deduction from accumulated vacation or sick leave, provided that the Superintendent remits to the District any compensation the Superintendent received from being called to sit as a juror.
- H. **Workers Compensation Differential.** In accordance with Minnesota Statutes Chapter 176, if the Superintendent is injured while performing duties for the District and qualifies for workers' compensation benefits, the Superintendent may draw from accumulated basic leave to make up the difference between the Superintendent's regular salary and the workers' compensation insurance payments received. The Superintendent's accumulated sick leave will be reduced in proportion to the amount of compensation paid pursuant to this Section. This Section of the Agreement will immediately cease to apply if the Superintendent exhausts the Superintendent's accumulated sick leave.

V. INSURANCE

The District provides its employees, including the Superintendent, with health and welfare benefits as described below. It is understood that the provisions described are general statements of the coverages provided and that the eligibility of the Superintendent for benefits is governed by the terms of the master insurance Agreements between the District and the insurers providing coverage.

- A. **Medical and Dental.** The District will select and offer one or more group medical insurance plans to the Superintendent. The District shall provide the Superintendent with health insurance for either self, two-party or family coverage for the term of this contract. The District will also select and offer one or more dental plans to the Superintendent. The District will pay the total premium cost for single, two-party, or family health insurance coverage and the full premium cost for dental insurance. The Superintendent will receive continuing health insurance benefits upon separation of employment from the District if there has been at least 10 years of service with the District as Superintendent, and if the Superintendent is otherwise not eligible for health insurance coverage from another employer equal to that provided by the District. Upon separation of employment, the Superintendent will receive District contributions toward his District-sponsored health insurance plan equal to the coverage held at the date of retirement, for a period of 10 years or until Medicare eligibility, whichever comes first.



If the Superintendent's employment with the District ends prior to 10 years of service, and if the Superintendent is otherwise not eligible for health insurance coverage from another employer equal to that provided by the District, the District will continue to pay the full premium for District-sponsored health insurance for each year the Superintendent was employed with the District (e.g., seven years of District employment equates to seven years of District premium payments). Payments will begin immediately upon separation of employment and continue on a monthly basis for the full period as specified above or until Medicare eligibility, whichever comes first. The amount of the District's yearly premium payment shall be the amount the District paid during the Superintendent's last year of employment with the District.

The Superintendent's eligibility for the District premium payments described above, shall be suspended if the Superintendent obtains full-time employment with a subsequent employer that provides health and dental insurance with substantially equivalent benefits (including dependent coverage) and employer contributions to those provided by the District to the Superintendent immediately prior to the Superintendent's separation from employment. The suspension of the District's premium payments as a result of the Superintendent obtaining subsequent employment shall not occur if the subsequent employment is intended, at its outset, to be short term, interim employment of six months or fewer in duration or substitute teaching. The Superintendent is obligated to fully cooperate with the District and provide timely information as requested by the District in order for it to determine whether any subsequent employment obtained by the Superintendent results in the suspension of the District's premium payments. When the Superintendent no longer holds subsequent employment as described immediately above, the District will begin payments into a Health Care Savings Plan with the Minnesota State Retirement System Health Care Savings Plan (MSRS HCSP) On a yearly basis, the amount of the District's premium payment shall be deposited into MSRS HCSP. These MSRS HCSP payments shall cease (1) when the Superintendent becomes eligible for Medicare or (2) when the number of years of premium payments the Superintendent has earned has expired, whichever occurs earlier. The MSRS HCSP payments are conditioned on and subject to applicable legal limitations, including IRS regulations.

The Superintendent will not be entitled to the continuing District payment for insurance described in this paragraph if the Board proposes to terminate his employment for cause, or the Superintendent terminates the Agreement pursuant to Article II.D.2, unless the parties mutually agree to other terms through a separation agreement.

- B. Life Insurance.** The District will select and pay the total premium for a term life insurance policy with a death benefit in the amount of two times the Superintendent's salary, rounded to the nearest dollar and not to exceed \$400,000. This paragraph will not apply unless the Superintendent qualifies for and enrolls in the plan that is offered by the District. During the term of this Agreement, the District will pay the full amount of the monthly premium for the policy offered by the District. The life insurance policy will be payable to the Superintendent's named beneficiary.
- C. Long-Term Disability Insurance.** The District will provide, at its expense, long-term disability coverage of the Superintendent in the District's group plan.
- D. Disclaimer.** The parties agree that any description of insurance benefits contained in this Agreement is intended to be informational only and the eligibility of any employee for benefits will be governed by the terms of the insurance policy purchased by the District pursuant to this section. The District is not promising or guaranteeing that any particular claim will be paid or covered by insurance. The District's obligation is to select an insurance plan and make the



premium contributions that are described in this Agreement. The eligibility and coverage of the Superintendent and any dependents will be governed entirely by the terms of the applicable insurance policy. No claim may be made against the District because of denial of insurance benefits by an insurer if the District has purchased the policies and paid the premiums described in this Article. Subject to any applicable requirements of federal or state law, the District's obligation to make any contribution toward the cost of any premium will cease immediately upon termination of this Agreement.

VI. EVALUATION

The Superintendent's work objectives and evaluation instrument used for the contract year will be developed and agreed upon by the School Board no later than August 1 for the first year of the contract, and July 1 for each year thereafter. In February and July of each contract year, the School Board will review the Superintendent's performance based upon the work objectives, evaluation instrument, and general job duties. The February evaluation is informal and advisory only. The July evaluation is formal and becomes part of the Superintendent's personnel record. After completion of the July evaluation, the School Board will provide a written report to the Superintendent. The written report will include areas of success and recommendations for improvement in areas in which the School Board deems the Superintendent's performance to be unsatisfactory. The School Board and Superintendent may alter the procedures and frequency for evaluation mutually by subsequent written agreement.

VII. OTHER PROVISIONS

- A. Professional and Civic Organizations.** The District recognizes the importance of having the Superintendent attend and participate in conferences and meetings for professional growth. Accordingly, the Superintendent is encouraged to attend appropriate professional meetings at the local, state, and national level that are consistent with the adopted budget. The District will pay, or reimburse the Superintendent for all valid, reasonable, and necessary expenses associated with the Superintendent's travel to, and attendance at, such conferences and meetings whenever the Superintendent's attendance is required or permitted by the School Board. Notwithstanding any other provision in this Agreement, the School Board in its sole discretion may limit the number and type of conferences and conventions the Superintendent may attend. Such limit would not take effect until written notice of the limit is provided to the Superintendent.

When the District requests the Superintendent belong to a professional or civic organization, the District will pay for said membership.

- B. Outside Activities.** While the Superintendent must devote full time and due diligence to the superintendency, the Superintendent may serve as a consultant to other districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if, as solely determined by the School Board, such activities do not impede the Superintendent's ability to perform the duties of the superintendent. The Superintendent may not engage in other employment, consultant service, or other activity for which a salary, fee, or honorarium is paid without the prior written approval of the School Board Chairperson.



- C. Provision of Counsel, Indemnification:** In the event that an action is brought, or a claim is made against the Superintendent arising out of or in connection with their employment and the Superintendent is acting within the scope of employment or official duties, the School District shall defend and indemnify the Superintendent to the extent provided by law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District in this regard shall be subject to the limitations as provided in Minnesota Statutes Chapter 466. This indemnification and defense obligation extends to all costs and fees incurred by the Superintendent in any internal investigation of a claim against the Superintendent that does not result or would not have resulted in substantial disciplinary action against the Superintendent (defined as sufficient to create public data under the final disposition of a disciplinary action provisions of Minnesota Statutes 13.43, Subd. 2). Payment of legal fees includes when the Superintendent incurs individual legal costs in serving as a witness in a claim against the School District. Nothing herein affects the Superintendent's right to legal counsel of the Superintendent's choice. Nothing herein affects the parties' right to negotiate payment of legal fees as part of a separation agreement.
- D. Dues.** The Superintendent is encouraged to belong to and participate in appropriate professional and educational organizations where such membership will serve the best interests of the School District. Accordingly, the District will pay such membership dues for professional and educational organizations as are required, directed, or permitted, by the School Board. The Superintendent shall present appropriate statements or invoices for approval as provided by law.
- E. Severance.** Subject to Minn. Stat. § 465.722, the Superintendent shall receive upon separation of employment with the District an amount equal to 10 days for each year of service as Superintendent. The maximum accrual under this section shall not exceed 95 days of severance. subject to Minn. Stat. § 465.722. Severance will be paid to the Superintendent as a lump sum upon separation from the District. The Superintendent will not be eligible for severance pay if terminated from the District for cause or if the Superintendent terminates the Agreement pursuant to Article II.D.2, unless mutually agreed upon between the School Board and the Superintendent through a separation agreement.
- F. Longevity.** The Superintendent will receive retention pay of four percent (4%) of the annual base salary, for each year of this contract. The retention pay will be added to the annual base salary and included when calculating a daily rate of pay. Retention will be reviewed after the end of this contract and determined upon mutual agreement of the School Board and Superintendent for all subsequent contracts.

VIII. ENTIRE AGREEMENT, WAIVER, AND SEVERABILITY

This Agreement constitutes the entire agreement between the School Board and Superintendent relating to the District's employment of the Superintendent. Neither party has relied upon any statement or promises that are not set forth in this document. This Agreement supersedes all prior agreements between the parties. The Superintendent understands and agrees that any handbook, manuals, policies, or procedures created by the District do not create an express or implied contract between the District and the Superintendent. No waiver or modification of any provision of this Agreement will be valid unless they are made in writing and executed by both parties. The District and Superintendent intend that the benefits described within the Agreement comply with existing federal and state law. If the District or Superintendent believes that any such benefit does not so comply, it will promptly advise the other party and will negotiate in good faith to amend the terms of such benefit



to ensure legal compliance. If any provision of the Agreement is held to be legally invalid, the remainder of the Agreement will not be affected thereby and will remain in full force and effect.

IN WITNESS WHEREOF, the parties have voluntarily executed this Agreement on the respective dates set forth below. This Agreement does not become effective unless and until it is approved by the District's School Board and signed by both parties.

I have subscribed my signature

this ____ day of _____, 2024.

Superintendent

I have subscribed my signature

This ____ day of _____, 2024 .

School Chairperson



SOUTH ST. PAUL PUBLIC SCHOOLS
School Board Agenda Item

Meeting Date: November 25, 2024

Place on Agenda: Regular Agenda/Business Items

Action Requested: Approval

Attachment: Acceptance of Gifts Resolution

Topic: Acceptance of Gifts Resolution
Presenter(s): Lisa Brandecker, Manager of Administrative Services and Communications
Background: 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).
Recommendation: Administration recommend the approval of the Acceptance of Gifts Resolution
Alternatives: Do not approve the Acceptance of Gifts Resolution and direct administration with next steps.

Passionate Learners Positively Changing Our World

Board Meeting Date: November 25, 2024

Acceptance of Gifts Resolution

Monetary

Donation Amount	Designated To	Donation From	Purpose

Value in Kind

Donation Item	Designated To	Donation From	Purpose
5 rectangle tables and 20 office chairs	Secondary Building	Ecowater Systems	Replace broken chairs and tables



SOUTH ST. PAUL PUBLIC SCHOOLS
School Board Agenda Item

Meeting Date: November 25, 2024

Place on Agenda: Work Session and Regular Business Meeting

Action Requested: Approval

Attachment: New Course Proposals

Topic: New High School Course Proposals
Presenter(s): Chuck Ochocki
Background: As we continue to grow our Packer Pathways for students at SSP High School, the high school staff were given the opportunity to submit new course proposals. One of the questions we ask the staff to reflect on is “How does this course align with South St Paul Schools' Packer Pathways?” Each of the courses proposed will give our students the opportunity to connect with their pathway and have a new chance to find their passion.
Recommendation: SSP High School administration recommends the Board approve these new courses.
Alternatives: Do not approve and direct SSP High School administration with next steps.

Passionate Learners Positively Changing Our World

New High School Course Proposals

“Reel” History- History through Film:

History of Film or "Reel" History is a course that will examine the power of film and how we can learn about historical topics through the media. Students in the course will work together to determine the films that will be viewed from a variety of categories. For each film selected there will be lessons regarding the historical context the film will be about, activities to complete while viewing the film, and culminating activities that will be used to assess students' understanding of the history the film was about.

Gym-azing Aerobics & Fitness:

High school aerobic and weights class that helps students develop muscular endurance and conditioning along with aerobic improvements. These classes can also help students learn to set goals, overcome obstacles, and improve their mental health.

Play Production:

Students in this class will go through the entire play production process from playwriting, play selection, and dramaturgy; casting and rehearsal; technical design and construction; and finally performances on our stage and/or in the community of productions entirely devised by the students. All students will participate in all areas and steps of the theatre making process in order to develop a well-rounded, experience-based understanding of the collaborative art of theatre. Students will also be able to choose particular areas of theatre production to delve deeper into throughout the course.

Intermediate Guitar:

Students in intermediate guitar will continue to develop skills in playing the guitar. Topics of study will include chord harmony, using a capo, accompanying vocalists and other instruments, equipment exploration, and important figures in guitar history.

Personal Finance:

In this course, students develop financial literacy knowledge and skills to prepare them for life after high school. Topics will include establishing a budget, earning a living, saving and investment options (stocks, bonds, real estate, etc.), selecting and using credit options, financial problem solving and decision making, banking organization services options, and managing risk through insurance. Stock market simulations and financial management simulations may be used.

Mathematics for the Trades:

Math for students who are looking to enter the trades, and/or who desire additional Math work but are not I.B. or Concurrent enrollment students. It will not replace a current course, it will fill a gap in our current Career & Technical Education Pathway, and offer an option for students who desire to take more Math courses. It will not replace a current course, it will fill a gap in our current Career & Technical Education Pathway.

Careers in Culinary:

Are you interested in gaining experience in the restaurant industry? In Careers in Culinary students will obtain their ServSafe Manager Certification, explore careers in culinary, investigate how the restaurant industry works, and participate in a culinary internship. This will be the capstone of the culinary program.

Careers in Human Development:

This course is a continuation of Careers in Human Development. Students will continue to participate in an internship related to child and human development. This will be the capstone to the Human Services Pathway.

Coding 3-Mobile Apps:

Mobile applications are becoming increasingly important to our consumption of media, news, social interaction, and learning. In this course, students will learn how to create mobile apps. Students will

design and build applications to run on their own smartphones and will use the latest tools and technologies available for mobile app development. The Mobile Apps course is designed as a one semester course for high school students that have taken our Coding 1 & Coding 2 course, as it builds on the skills we learned using JavaScript, HTML and CSS. Students will learn the foundations of the React Native framework, components, and how to use components to create scalable, custom, and fast mobile applications. Students will also learn about important computer science topics including state changes, using XML and stylesheet objects, mapping through objects, rendering dynamic data, and creating modular app layouts with flex and the Dimensions API.

Social Media Marketing:

This course addresses social media as a marketing tool and emphasizes social media messages, coordination of messaging across various social media platforms, and search engine optimization. Students will examine the uses, marketing strategies and data generated by social media marketing. Topics may include, but are not limited to social media knowledge, social media marketing strategies, communication, and ethical responsibilities. Student use of actual social media tools, where allowed, is highly encouraged. Real-world applications in support of school or community groups/events

TriDistrict CAPS, Cultivating our Future: Natural Resources, Sustainability, & Food Systems:

This exciting interdisciplinary course dives into the world where food systems, sustainability, natural resources, and chemistry collide. Explore the science behind growing food, managing resources responsibly, and building a thriving community – through the lens of soil, area and water chemistry.