

## South St. Paul School Board Meeting

Monday, February 23, 2026 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, February 23, 2026.

II.B. Work Session and Regular Meeting Minutes for January 26, 2026, and Work Session Minutes for February 9, 2026.

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

III.A. **Report:** Student School Board Representatives Chloe, Fenet, and Monty will provide an update on recent events, activities and other informational items.

III.B. **Quality-in-Action:** High School Principal Chuck Ochocki will share highlights from the 2026–27 school year, along with an update on the new courses proposed to the Board last year, including which courses received enough student registration interest to run this year. Teachers Conrad Anderson and Eric Holsen will also be present to share highlights from their courses. (C. Ochocki, C. Anderson, E. Holsen)

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:** The following policies are on their final review:

V.A.1.#513 - Student Promotion, Retention, Program Design

V.A.2.#601 - Student District Curriculum & Instructional Goals

V.A.3.#625 - Language Policy

V.A.4.#626 - Assessment Policy

V.A.5.#212 - School Board Member Development

V.A.6.#213 - School Board Committees

V.A.7.#216 - School Board – Vacancies And Procedures For Filling Of Vacancies

V.A.8.#214 - Out-Of-State Travel By School Board Members

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

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

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

## VI. BUSINESS ITEMS

VI.A. Approval, for the South St. Paul School Board to approve the Final Field Trip Request for the HS French Class to travel to France and Monaco during spring break 2026. (A. Winter)

VI.B. Approval, for the South St. Paul School Board to approve the Final Field Trip Request for the HS Spanish Class to travel to Costa Rica during spring break 2026. (A. Winter)

VI.C. Approval, for the South St. Paul School Board to approve the Lincoln Center Ship Grant. (B. Zambreno/ S. Bossard)

VI.D. Approval, for the South St. Paul School Board to approve the FY26 Budget Revision. (R. Chhoth)

VI.E. Approval, for the South St. Paul School Board to approve the Vote from NAPAC Concurrence. (A. Winter)

## 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

---

The School Board Work Session for South St. Paul Public Schools, Special School District 6, was held in the City Hall Conference Room on Monday, January 26, 2026. Chair Kim Humann called the work session to order at 5:02 PM with six Board members present: Weber, Claflin, Cumings, Duffy, W. Felton, and Humann. Director T. Felton was absent. Superintendent Dr. Brian Zambreno and several staff members were also present.

---

### **Budget Guiding Change**

Ra Chhoth, Executive Director of Finance and Operations, presented the proposed 2026–27 Budget Guiding Change for Board review and discussion. The Guiding Change had previously been reviewed by the Board Finance Committee on January 12, 2026, and was presented to the full Board for feedback to inform development of the recommended 2026–27 budget. The Budget Guiding Change document is a governance tool used by the Board to establish parameters for administration as they prepare a budget recommendation.

### **Community Education Fee Schedule**

Administration presented a request for Board approval of proposed fee increases for the Kids' Choice and Community Preschool programs for the 2026–27 fiscal year. Both programs are fee-based, and the proposed increases follow adjustments made in the 2025–26 fiscal year to address inflationary increases in operating expenses. Administration noted that the proposed fees, as outlined in the attached fee schedule, remain at or below those of comparison districts.

### **Mental Health and Wellness Services**

Jennifer Danielson, Executive Director of Student Services, provided an update on the district's mental health and wellness services. The presentation included an overview of the district's mental health staffing model, including school counselors, psychologists, social workers, and community partners, and clarified roles and responsibilities across student support teams. Information was shared on how mental health staff allocate time across student services, consultation, and instructional support.

The update also highlighted current and future initiatives, including risk and threat assessment protocols, Tier 1 classroom lessons, intervention tracking systems, and ongoing refinement of support roles. In addition, an overview of district wellness and health services, including health office staffing, immunization clinic efforts, and work underway to streamline health office procedures and respond to new legislative requirements related to cardiac emergency response planning.

### **Resolution Calling a Special Election**

Lisa Brandecker, Manager of Administrative Services and Communications, and Superintendent Brian Zambreno presented a recommendation for the School Board to call a special election on May 12, 2026, to seek voter approval for two ballot questions related to facility funding and long-term financial planning. Administration noted that the recommendation follows several months of Board discussion and aligns with the nearing payoff of the district's 2013 building bond. Adoption of the resolution is required at least 84 days prior to the election date.

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

The School Board reviewed the upcoming Calendar of Events and discussed opportunities to collaborate with students, staff, families, and the greater South St. Paul community to further the district's mission and vision. The Board also reviewed and discussed ways to align these engagement opportunities with communication efforts related to the proposed bond and capital projects levy, including outreach to staff, families, and community members.

**Committee Updates**

Board members agreed to provide their committee updates on camera at the regular business meeting that follows the work session.

---

**Adjourn**

The South St. Paul School Board adjourned the January 26, 2026 work session at 5:53 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

---

The regular meeting of the School Board, Special School District No. 6, South St. Paul, was held in the city hall council chambers on Monday, January 26, 2026. Chair Kim Humann called the meeting to order at 6:01 PM with six Board members present for roll call: W. Felton, Claflin, Cumings, Duffy, Weber, and Humann. Director T. Felton was absent. Superintendent Dr. Brian Zambreno and several staff and community members were also present.

---

**PLEDGE OF ALLEGIANCE**

The pledge of allegiance was recited.

---

**MINUTES**

By Director W. Felton

Seconded by Director Claflin

The South St. Paul School Board approves the January 26, 2026, School Board meeting agenda, as well as the minutes for December 8, 2025, work session and regular meeting, and the January 12, 2026, work session and special meeting.

Motion carried (6-0)

---

**QUALITY-IN-ACTION AND REPORTS**

*Report* - Student School Board Representatives Chloe, Fenet, and Monty provided an update on recent events, activities, and other informational items.

*Quality-in-Action* - Middle School staff provided an update on the curriculum adoption process for English Language Arts and Science. The update included the implementation of Arts and Letters, an extension of Wit & Wisdom, and Amplify Science. Staff members shared their experiences with the new curriculum, and the presentation included a brief video featuring students discussing what they had learned in their classrooms.

*Quality in Action* - MSBA Award — Congratulations were extended to Kim Humann on receiving the 2026 Director's Award. The award recognized Director Humann for successfully earning 100 points through MSBA-sponsored sessions focused on improving individual performance.

*Report* - There were no stakeholder comments to the board submissions this evening.

*Report* - Chair Kim Humann provided highlights from the mid-year evaluations for the School Board and Superintendent Brian Zambreno.

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

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

---

**CONSENT ITEMS**

By Director Weber

Seconded by Director Claflin

A. Financial Claims - Bills Payable

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

Motion Carried (6-0)

---

**BUSINESS ITEMS**

By Director Claflin

Seconded by Director Duffy

Approval, for the South St. Paul School Board to approve the Resolution Relating to Authorizing the Issuance of School Building Bonds, Renewing the Expiring Capital Projects Levy Authorization of the School District, and Calling an Election Thereon.

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

By Director W. Felton

Seconded by Director Weber

Approval, for the South St. Paul School Board to approve the June 30, 2025, year-end audit.

Motion carried (6-0)

By Director Claflin

Seconded by Director Duffy

Approval, for the South St. Paul School Board to approve the Resolution Directing Administration to Make Recommendations for Adjustments in Programs and/or Positions and Reasons Therefore.

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

By Director W. Felton

Seconded by Director Claflin

Approval, for the South St. Paul School Board to reject the Packer Activity Center (PAC) ventilation bid.

Motion carried (6-0)

By Director Claflin

Seconded by Director Duffy

Approval, for the South St. Paul School Board to approve the Grow Your Own Candidate Agreements as presented.

Motion carried (6-0)

By Director Duffy

Seconded by Director Claflin

Approval, for the South St. Paul School Board to approve the Community Ed Fee Schedule.

Motion carried (6-0)

---

**INFORMATIONAL ITEMS**

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

---

**School Board Business Meeting Minutes**

January 26, 2026

**ADJOURN**

By Director Claflin

Seconded by Director Weber

Approval, for the South St. Paul School Board to adjourn the January 26, 2026, meeting at 7:47 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  
Board of Education

---

The School Board Work Session for South St. Paul Public Schools, Special School District 6, was held in the District Office Conference Room on Monday, February 9, 2026. Chair Kim Humann called the meeting to order at 5:00 PM with six Board members present: Claflin, Cumings, W. Felton, T. Felton, Humann and Weber. Director Duffy was absent. Superintendent Dr. Brian Zambreno and several staff members were also present.

---

### **Technology Update**

Technology Director Tom Basquill presented an overview of the Technology Department's work and priorities for the 2025–2026 school year. He reviewed the department's team structure and described key service areas including student and staff devices, technical support, cybersecurity, network infrastructure, digital learning tools, enrollment support, and state testing assistance. Mr. Basquill also shared updates on current projects such as classroom display rollouts, phone system updates, and student online safety initiatives. He concluded with a summary of Capital Projects Levy technology spending, totaling approximately \$1,000,000, with allocations across hardware, infrastructure, software, and cybersecurity.

### **Native American Parent Advisory Committee (NAPAC) Vote of Concurrence**

Assistant Director of Educational Services Natalie Tourtelotte presented a preview of the upcoming Native American Parent Advisory Committee (NAPAC) concurrence vote. She explained the statutory requirement for districts serving at least ten Native American students to maintain a Parent Advisory Committee and submit an annual compliance report. Ms. Tourtelotte reviewed the purpose of the concurrence vote, noting that the Parent Advisory Committee evaluates whether the district is meeting the goals outlined in the American Indian Education program plan and votes on the district's accountability to those goals. The School Board engaged in conversation regarding why and how committee members participate in the voting process. Ms. Tourtelotte shared the timeline for the concurrence vote, which was scheduled to take place at the NAPAC meeting on February 10, 2026, with the results to be formally presented to the School Board on February 23, 2026. She also outlined the program goals for the current year, including postsecondary preparation, academic achievement, culturally relevant curriculum, positive self-image, and intercultural awareness for American Indian students. Ms. Tourtelotte noted that the NAPAC committee was entirely new and that staff were working collaboratively to build a strong foundation and provide ongoing support for the committee moving forward.

### **FY26 Revised Budget**

Executive Director of Finance and Operations Ra Chhoth presented the FY26 revised budget for South St. Paul Public Schools. He explained that the revision aligned the district's financial planning with updated revenue and expenditure forecasts to ensure accuracy and support strategic fiscal responsibility while maintaining educational quality. Key funding drivers influencing the revision included changes in state funding, federal contributions, and operational needs. A projected financial overview for 2025–2026 was shared, noting revised revenues of \$53,523,219 and revised expenditures of \$53,354,131, resulting in a projected surplus of \$169,088. Revenue and expenditure adjustments across major categories were reviewed, along with fund balance projections, including an unassigned fund

balance of \$8,598,177, or 16.1 percent, which exceeded the district’s target level. The presentation concluded with a summary of ongoing challenges, including enrollment trends and compensatory aid factors, and outlined next steps for approval and ongoing communication with the School Board.

### **Mid-Year Scorecard Check-in**

The Executive Leadership Team presented a mid-year update on the district’s scorecard, providing a progress check on strategic actions aligned to the district’s mission, vision, and strategic pillars. The presentation reviewed the district’s strategic framework, including the Packer Performance, Packer Pride, and Packer Promise pillars, and how district, school, and department scorecards aligned to support continuous improvement. Updates were shared on progress toward multiple strategic goals, including literacy achievement, middle school and high school student performance, staff pride, attendance, communication, and the development of a districtwide Multi-Tiered System of Supports (MTSS). The update highlighted baseline data, current performance measures, and key actions in progress, as well as areas where goals had already been met and where continued monitoring and adjustment would occur through the remainder of the school year.

---

The Board recessed the work session at 6:25 PM for the Stakeholder Comment to the Board session.

---

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

During the Stakeholder Comments to the Board session, one family shared concerns related to their daughter’s well-being and school experience and expressed frustration with the school’s response and support measures.

Students and advisors from the CDLU and BPO affinity groups at the secondary level also addressed the Board, sharing perspectives and concerns related to immigration enforcement in and around the community and the district’s planning and response efforts.

---

The Board reconvened their work session at 7:05 PM.

---

### **Temporary Digital Learning Update**

District administration presented an update on the Temporary Digital Learning plan implemented in response to recent immigration activity in and around our community. The presentation outlined the instructional models used at the elementary, middle school, and high school levels to support student learning, engagement, and support. Participation data was shared, along with the impacts on attendance and meals served. The update also recognized staff efforts to support students and families through technology access, communication, social-emotional supports, meal delivery, and safety protocols.

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

The School Board reviewed the upcoming Calendar of Events and discussed opportunities to collaborate with students, staff, families, and the greater South St. Paul community in support of the district’s mission and vision. The conversation also explored how Board engagement aligns with and supports the district’s broader public relations and community engagement efforts, including outreach related to the bond referendum and capital projects levy special election being held on May 12, 2026.

**Committee Updates**

Board members provided updates to the various committees they serve on.

---

**Adjourn**

The South St. Paul School Board adjourned the February 9, 2026 work session at 8:03 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**

## School Board Agenda Item

**Place on Agenda:** Reports

**Action Requested:** Discussion Only

**Attachment:** None

<b>Topic:</b> Student School Board Representative Highlights
<b>Presenter(s):</b> Fenet Iresso, Chloe O'Neil, & Monty Whitaker
<b>Background:</b>  Student School Board Representatives Fenet Iresso, Chloe O'Neil, & Monty Whitaker will provide highlights.
<b>Recommendation:</b>  N/A
<b>Alternatives:</b>  N/A



**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.

*Passionate Learners Positively Changing Our World*



**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

*Passionate Learners Positively Changing Our World*



## 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



## School Board Agenda Item

**Date:** February 23, 2026  
**Place on Agenda:** Consent Items  
**Action Requested:** Approval  
**Attachment:** Financials - Bills Payable

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

CHECK CHE		CHECK		
NUMBER	TYP	AMOUNT	DATE	VENDOR
210342	R	182.00	01/22/2026	AAA AWARDS
210343	R	252.49	01/22/2026	ACE HARDWARE & PAINT
210344	R	731.00	01/22/2026	ADWEAR SPECIALTIES INC
210345	R	334.30	01/22/2026	AMAZON CAPITAL SERVICES
210346	R	2,240.00	01/22/2026	AMERGIS HEALTHCARE STAFFING INC
210347	R	4,176.00	01/22/2026	AMPERSAND THERAPY LLC
210348	R	750.00	01/22/2026	BAYADA HOME HEALTH CARE INC
210349	R	3,562.65	01/22/2026	CANON FINANCIAL SERVICES
210350	R	1,132.87	01/22/2026	CARPER, ROBERT
210351	R	177.63	01/22/2026	CINTAS
210352	R	17,037.26	01/22/2026	CITY OF SOUTH ST PAUL - UTILITIES
210353	R	42.63	01/22/2026	CONTINUA INTERIORS OF MINNESOTA LLC
210354	R	382.20	01/22/2026	EARL F ANDERSON INC
210355	R	484.66	01/22/2026	GERTEN GREENHOUSES & GARDEN CENTER
210356	R	420.00	01/22/2026	GRAPHIC EDGE DBA GAME ONE
210357	R	14,050.00	01/22/2026	HILLER COMMERCIAL FLOORS
210358	R	60.00	01/22/2026	HORIZON COMMERCIAL POOL SUPPLY
210359	R	609.50	01/22/2026	IDENTITY PROMOTIONAL SOLUTIONS
210360	R	23,749.72	01/22/2026	INDIANHEAD FOODSERVICE DISTRIBUTOR INC
210361	R	580.00	01/22/2026	JB OFFICEWORKS LLC
210362	R	2,117.04	01/22/2026	KWIK TRIP EXTENDED NETWORK
210363	R	448.92	01/22/2026	LAPREA EDUCATION
210364	R	1,757.90	01/22/2026	LINDENMEYR MUNROE
210365	R	1,059.99	01/22/2026	MARIE AVENUE SERVICE
210366	R	125.00	01/22/2026	MASBO
210367	R	177.75	01/22/2026	MCMASTER-CARR SUPPLY COMPANY
210368	R	3,450.00	01/22/2026	MEDICINE LAKE TOURS
210369	R	135.00	01/22/2026	MILLER, DEBRA
210370	R	68.97	01/22/2026	MINNESOTA GLOVE INC
210371	R	174.45	01/22/2026	MUELLER, CHRISTINA
210372	R	748.83	01/22/2026	NAPA AUTO PARTS
210373	R	295.14	01/22/2026	NETWORK SERVICES COMPANY
210374	R	1,419.16	01/22/2026	NEW DOMINION SCHOOL/AUSTIN
210375	R	5,810.03	01/22/2026	NITTI SANITATION
210376	R	13,519.53	01/22/2026	NORTHLINE TRANSPORTATION
210377	R	300.00	01/22/2026	NUUESTRA LUCHA MN
210378	R	979.07	01/22/2026	PIONEER PRESS
210379	R	172.93	01/22/2026	PITNEY BOWES INC PURCHASE POWER
210380	R	154.15	01/22/2026	PRICE, MAREN
210381	R	304.36	01/22/2026	PROFESSIONAL WIRELESS COMMUNICATIONS
210382	R	15,853.29	01/22/2026	SAFEWAY WISCONSIN INC
210383	R	1,053.56	01/22/2026	SCHOOL SPECIALTY LLC
210384	R	10.35	01/22/2026	SHERWIN WILLIAMS CO
210385	R	96.96	01/22/2026	TEXTBOOK WAREHOUSE
210386	R	1,788.00	01/22/2026	TOBII DYNVOX LLC
210387	R	7,287.62	01/22/2026	TWIN CITY JANITOR SUPPLY INC
210388	R	748.83	01/22/2026	CAPITAL ONE TRADE CREDIT
210389	R	549.50	01/30/2026	LOCAL #70
210390	R	1,165.00	01/30/2026	MINNESOTA CHILD SUPPORT PAYMENT CENTER
210391	R	64.00	01/30/2026	NCPERS GROUP LIFE INS
210392	R	226.75	01/30/2026	OFFICE AND PROF EMPLOYEES UNION
210393	R	13,731.88	01/30/2026	SOUTH ST PAUL TEACHER'S ASSOCIATION
210394	R	5.00	01/30/2026	SOUTH ST PAUL OPEN FOUNDATION
210395	R	55.00	01/30/2026	SOUTH ST PAUL EDUCATION FOUNDATION
210396	R	1,266.00	01/30/2026	SSP EASRP
210397	R	83,808.37	01/29/2026	TRANSPORTATION & DELIVERY INC

CHECK CHE		CHECK		
NUMBER	TYP	AMOUNT	DATE	VENDOR
210398	R	1,340.00	02/06/2026	A+ DRIVING SCHOOL
210399	R	213.38	02/06/2026	ACE HARDWARE & PAINT
210400	R	2,160.00	02/06/2026	AGL CONSULTING
210401	R	13,204.24	02/06/2026	ALLSTREAM
210402	R	1,473.46	02/06/2026	AMAZON CAPITAL SERVICES
210403	R	123.30	02/06/2026	AMAZON.COM
210404	R	3,830.00	02/06/2026	AMERGIS HEALTHCARE STAFFING INC
210405	R	10,813.00	02/06/2026	AMPERSAND THERAPY LLC
210406	R	19.25	02/06/2026	AVENSON, BRUCE
210407	R	1,808.29	02/06/2026	AVIBEN LLC
210407	V	-1,808.29	02/09/2026	AVIBEN LLC
210408	R	487.50	02/06/2026	BAYADA HOME HEALTH CARE INC
210409	R	30,631.98	02/06/2026	BEAUDRY OIL & PROPANE
210410	R	50.00	02/06/2026	BRANDNER, DWAIN
210411	R	1,127.00	02/06/2026	BUILDING CONTROLS GROUP
210412	R	117.74	02/06/2026	CAPITAL ONE TRADE CREDIT
210413	R	20,111.51	02/06/2026	CDW GOVERNMENT INC
210414	R	300.00	02/06/2026	CHALLBERG, ALAN
210415	R	360.00	02/06/2026	CHROMEBOOKPARTS.COM
210416	R	22,040.00	02/06/2026	CITY OF SOUTH ST PAUL
210417	R	32.57	02/06/2026	CONTINENTAL CLAY CO
210418	R	70.00	02/06/2026	CROSS COMMUNITY PLAYERS
210419	R	53.70	02/06/2026	CULLIGAN-MILBERT COMPANY
210420	R	53.12	02/06/2026	CUSTOM TRUCK ONE SOURCE
210421	R	365.00	02/06/2026	DAVIS, KAREN
210421	V	-365.00	02/09/2026	DAVIS, KAREN
210422	R	601.50	02/06/2026	FIELD ENVIROMENTAL CONSULTING
210423	R	41.96	02/06/2026	GRAINGER INC
210424	R	1,555.31	02/06/2026	GRAYBAR
210425	R	144.00	02/06/2026	GROTH MUSIC CO
210426	R	10,080.00	02/06/2026	HRM HELPS LLC
210427	R	291.01	02/06/2026	IMAGE360
210428	R	350.00	02/06/2026	IND SCHOOL DISTRICT #622
210429	R	250,665.62	02/06/2026	IND SCHOOL DISTRICT 197/COMMUNITY ED
210430	R	66,095.29	02/06/2026	IND SCHOOL DISTRICT 199/COMMUNITY ED
210431	R	400.00	02/06/2026	IND SCHOOL DISTRICT #2859
210432	R	475.00	02/06/2026	INFINITE HEALTH COLLABORATIVE
210433	R	515.69	02/06/2026	INNOVATIVE OFFICE SOLUTIONS LLC
210434	R	176.80	02/06/2026	INTERMEDIATE DISTRICT #287
210435	R	412.48	02/06/2026	JOHNSTONE SUPPLY
210436	R	30.15	02/06/2026	JOSTENS
210437	R	28,991.47	02/06/2026	KELLY SERVICES INC
210438	R	243.62	02/06/2026	KWIK TRIP EXTENDED NETWORK
210439	R	12,906.20	02/06/2026	LB CARLSON LLP
210440	R	178.80	02/06/2026	LILY OF THE LIGHT LLC
210441	R	222.62	02/06/2026	LINK INTERPRET
210442	R	599.95	02/06/2026	LITTLE BEE SPEECH CO
210443	R	54.00	02/06/2026	MADAUS, KRISTEN
210444	R	294.00	02/06/2026	MAHTOMEDI HIGH SCHOOL
210445	R	160.00	02/06/2026	MASBO
210446	R	6,228.60	02/06/2026	MAWSECO #938
210447	R	278.45	02/06/2026	MCMASTER-CARR SUPPLY COMPANY
210448	R	1,391.09	02/06/2026	MIDWEST MACHINERY CO
210449	R	947.39	02/06/2026	MUSKEGON HEIGHTS SOLAR LLC
210450	R	165.51	02/06/2026	NAPA AUTO PARTS
210451	R	3,416.00	02/06/2026	NATIONAL CATHOLIC EDUCATIONAL ASSOCIATIO

CHECK CHE	CHECK		
NUMBER TYP	AMOUNT DATE	VENDOR	
210452 R	944.07 02/06/2026	NEO ELECTRIC SOLUTIONS	
210453 R	8,062.15 02/06/2026	NETWORK SERVICES COMPANY	
210454 R	36,023.36 02/06/2026	NORTHLINE TRANSPORTATION	
210455 R	38.90 02/06/2026	OXYGEN SERVICE CO INC	
210456 R	10,368.75 02/06/2026	PEDIATRIC PSYCH SERVICES	
210457 R	172.93 02/06/2026	PITNEY BOWES INC PURCHASE POWER	
210458 R	588.10 02/06/2026	PLUNKETT'S PEST CONTROL	
210459 R	685.01 02/06/2026	PROFESSIONAL WIRELESS COMMUNICATIONS	
210460 R	300.00 02/06/2026	ROSS, LAWRENCE	
210461 R	100.00 02/06/2026	RUNNING, MICHAEL	
210462 R	20,983.69 02/06/2026	SAFEWAY BUS COMPANY	
210462 V	-20,983.69 02/09/2026	SAFEWAY BUS COMPANY	
210463 R	220.00 02/06/2026	SAVAGE, DAWN	
210464 R	47.68 02/06/2026	SCHMITT MUSIC	
210465 R	539.66 02/06/2026	SCHOOL SPECIALTY LLC	
210466 R	25,891.00 02/06/2026	SHI INTERNATIONAL CORP	
210467 R	130.00 02/06/2026	SKWIRA, PETER	
210468 R	56.00 02/06/2026	SQUIRES WALDSPURGER & MACE PA	
210469 R	23,087.05 02/06/2026	STANDARD INSURANCE COMPANY	
210470 R	198.48 02/06/2026	STATE SUPPLY COMPANY INC	
210471 R	600.00 02/06/2026	STEP WITH SOUL MINISTERING WITH HANDS &	
210471 V	-600.00 02/09/2026	STEP WITH SOUL MINISTERING WITH HANDS &	
210472 R	16,013.00 02/06/2026	SUNBELT STAFFING	
210473 R	1,312.30 02/06/2026	T-MOBILE	
210474 R	949.27 02/06/2026	TRIMARK MARLINN LLC	
210475 R	1,693.70 02/06/2026	TWIN CITY JANITOR SUPPLY INC	
210476 R	960.56 02/06/2026	TWIN CITY HARDWARE CO	
210477 R	2,275.00 02/06/2026	US BANK	
210478 R	161.46 02/06/2026	VIRCO INC	
210479 S	449.90 02/06/2026	XCEL ENERGY	
210480 S	220.87 02/06/2026	XCEL ENERGY	
210481 S	3,799.31 02/06/2026	XCEL ENERGY	
210482 S	6,274.95 02/06/2026	XCEL ENERGY	
210483 S	13,475.38 02/06/2026	XCEL ENERGY	
210484 S	3,212.34 02/06/2026	XCEL ENERGY	
210485 S	1,856.14 02/06/2026	XCEL ENERGY	
210486 S	8,142.66 02/06/2026	XCEL ENERGY	
210487 R	2,612.17 02/06/2026	ZEN EDUCATE	
210488 R	437.89 02/09/2026	AVIBEN LLC	
210489 R	365.00 02/09/2026	DAVIS, KAREN	
210490 R	1,370.40 02/09/2026	NETWORK SERVICES COMPANY	
210491 R	600.00 02/09/2026	STEP WITH SOUL MINISTERING WITH HANDS &	
210492 R	423.03 02/09/2026	AMAZON CAPITAL SERVICES	
210493 R	120.00 02/09/2026	CHARMTECH LABS LLC	
210494 R	18,221.56 02/09/2026	CITY OF SOUTH ST PAUL	
210495 R	50.00 02/09/2026	CROSS COMMUNITY PLAYERS	
210496 R	120.95 02/09/2026	LEARNING WITHOUT TEARS	
210497 R	1,323.40 02/09/2026	MCMASTER-CARR SUPPLY COMPANY	
210498 R	3,931.00 02/09/2026	MERIDIAN CONSULTING/DAVID SŁOMKOWSKI	
210499 R	825.00 02/09/2026	MORENO-SPOTTEDTHUNDER, DARYL	
210500 R	322.00 02/09/2026	MRI SOFTWARE LLC	
210501 R	795.93 02/09/2026	NETWORK SERVICES COMPANY	
210502 R	217.40 02/09/2026	PROFESSIONAL WIRELESS COMMUNICATIONS	
210503 R	20,983.69 02/09/2026	SAFEWAY BUS COMPANY	
210504 R	12,000.00 02/09/2026	THE MORRIS LEATHERMAN COMPANY	
210505 R	87.63 02/09/2026	TRIO SUPPLY CO	

CHECK	CHE	AMOUNT	DATE	CHECK	VENDOR
NUMBER	TYP				
210506	R	509.50	02/13/2026	LOCAL #70	
210507	R	1,165.00	02/13/2026	MINNESOTA CHILD SUPPORT PAYMENT CENTER	
210508	R	226.75	02/13/2026	OFFICE AND PROF EMPLOYEES UNION	
210509	R	13,731.88	02/13/2026	SOUTH ST PAUL TEACHER'S ASSOCIATION	
210510	R	5.00	02/13/2026	SOUTH ST PAUL OPEN FOUNDATION	
210511	R	55.00	02/13/2026	SOUTH ST PAUL EDUCATION FOUNDATION	
210512	R	1,294.25	02/13/2026	SSP EASRP	
202500259	W	15.03	01/22/2026	MINNESOTA PAYROLL TAXES	
202500260	W	611.70	01/22/2026	FEDERAL PAYROLL TAXES	
202500261	W	559.79	01/22/2026	PERA	
202500322	W	50,671.18	01/30/2026	MINNESOTA PAYROLL TAXES	
202500323	W	295,346.03	01/30/2026	FEDERAL PAYROLL TAXES	
202500324	W	401.00	01/30/2026	MN DEPT OF REVENUE	
202500325	W	53,196.94	01/30/2026	PERA	
202500326	W	61,304.10	01/30/2026	TSA/ACH DEDUCTION	
202500327	W	167,765.44	01/30/2026	TEACHER RETIREMENT ASSOCIATION	
202500328	W	0.00	01/30/2026	MINNESOTA PAYROLL TAXES	
202500329	W	0.00	01/30/2026	FEDERAL PAYROLL TAXES	
202500337	W	51,403.09	02/13/2026	MINNESOTA PAYROLL TAXES	
202500338	W	304,082.39	02/13/2026	FEDERAL PAYROLL TAXES	
202500339	W	523.13	02/13/2026	MN DEPT OF REVENUE	
202500340	W	56,068.76	02/13/2026	PERA	
202500341	W	61,243.54	02/13/2026	TSA/ACH DEDUCTION	
202500342	W	169,449.99	02/13/2026	TEACHER RETIREMENT ASSOCIATION	
202500343	W	0.00	02/13/2026	MINNESOTA PAYROLL TAXES	
202500344	W	0.00	02/13/2026	FEDERAL PAYROLL TAXES	
252600325	A	90.00	01/25/2026	AHSENMACHER WINTER, AMY	
252600326	A	90.00	01/25/2026	ANDERSON, CHAD	
252600327	A	90.00	01/25/2026	BASQUILL, THOMAS	
252600328	A	90.00	01/25/2026	BERCHTOLD, JAMIE	
252600329	A	90.00	01/25/2026	BOURG, LEAH	
252600330	A	90.00	01/25/2026	BRANDECKER, LISA	
252600331	A	90.00	01/25/2026	BRETOI, TERRENCE	
252600332	A	90.00	01/25/2026	CHHOTH, RA	
252600333	A	90.00	01/25/2026	CHILDS, DANETTE	
252600334	A	90.00	01/25/2026	COOK, CHARLES	
252600335	A	90.00	01/25/2026	DANIELSON, JENNIFER	
252600336	A	90.00	01/25/2026	FENTON, MARK	
252600337	A	90.00	01/25/2026	HADJI, NIMO	
252600338	A	90.00	01/25/2026	HANSEN, JODY	
252600339	A	45.00	01/25/2026	JACOBS-BUSE, LINDA	
252600340	A	90.00	01/25/2026	KRUEGER, BRADY	
252600341	A	45.00	01/25/2026	LOUGH, LAWRENCE	
252600342	A	90.00	01/25/2026	OCHOCKI, CHARLES	
252600343	A	45.00	01/25/2026	OSTER, PATRICK	
252600344	A	45.00	01/25/2026	PENMAN, MICHELLE	
252600345	A	90.00	01/25/2026	PETERSON, LORI	
252600346	A	45.00	01/25/2026	RYAN, ERIKA	
252600347	A	90.00	01/25/2026	SCHWAB, ROBIN	
252600348	A	90.00	01/25/2026	TAYLOR MINER, MELANEE	
252600349	A	90.00	01/25/2026	TOURTELOTTE, NATALIE	
252600350	A	45.00	01/25/2026	VANDERBILT, TONY	
252600351	A	90.00	01/25/2026	WELLS, TRAVIS	
252600352	A	90.00	01/25/2026	ZAMBRENO, BRIAN	
252600353	A	90.00	01/25/2026	ZEHNDER, JEAN	

<u>CHECK</u>	<u>CHE</u>		<u>CHECK</u>	
<u>NUMBER</u>	<u>TYP</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>VENDOR</u>
		2,253,434.02	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	1,253,372.91	0.00	510,979.82	1,764,352.73
02	FOOD SERVICE	20,278.35	0.00	27,450.40	47,728.75
04	COMMUNITY EDUCATION	373,206.74	0.00	6,636.01	379,842.75
05	CAPITAL	2,360.62	0.00	57,758.17	60,118.79
50	ACTIVITY ACCOUNT	1,031.00	0.00	360.00	1,391.00
***	Fund Summary Totals ***	1,650,249.62	0.00	603,184.40	2,253,434.02

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

**CHECKRUNS**

<b>FUND</b>	<b>DESCRIPTION</b>	<b>January 22, 2026- February 19,2026</b>
1	GENERAL	\$ 1,764,352.73
2	FOOD SERVICE	47,728.75
4	COMMUNITY EDUCATION	379,842.75
5	CAPITAL	60,118.79
7	DEBT SERVICE	-
20	INTERNAL SERVICE	-
21	MEDICAL	-
50	ACTIVITY ACCOUNTS	1,391.00
	<b>TOTAL</b>	<b>\$ 2,253,434.02</b>

<b>PAYROLL</b>		<b>01/30/2026-02/15/2026</b>
Payroll Direct Deposit	900125812-900126392	\$ 1,788,211.05



## School Board Agenda Item

**Date:** February 23, 2026

**Place on Agenda:** Consent Items

**Action Requested:** Approval

**Attachment:** Staffing Report

<b>Topic:</b> Staffing Report
<b>Presenter(s):</b> Board 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 the next steps.

**Certified**

A. Appointments/Reassignments

1. Beth Johnson- Homebound Teacher, Middle School, \$33.50 an hour, effective February 3, 2026
2. Joseph Ruble-Dessalet- SPED Teacher, Middle School, BA Step 1, effective January 27, 2026
3. Donavon Martinson- LTS - SPED Teacher, Middle School, BA Step 1, effective January 30, 2026
4. Anne-Marie White- Targeted Services Teacher, Kaposia, effective January 27, 2026
5. Hannah Anderson- Targeted Services Teacher, Kaposia, effective January 27, 2026
6. Nicolle Koehnen- TOSA: EL Behavior and Social Emotional, BA Step 3, District Wide, effective January 20, 2026
7. Kelly Dietz- Overload .2 FTE, Preschool Teacher, Kaposia, effective January 29, 2026
8. Angela Haffely- Overload .2 FTE, Preschool Teacher, Kaposia, effective January 29, 2026
9. Katherine Lilja- Overload .2 FTE, Preschool Teacher, Kaposia, effective January 29, 2026
10. Jaqueline Zeilinger- Overload .2 FTE, Preschool Teacher, Lincoln Center, effective January 29, 2026
11. Tracy Ritter- Overload .2 FTE, Preschool Teacher, Lincoln Center, effective January 29, 2026
12. Sara Feldkamp- Overload .2 FTE, Preschool Teacher, Lincoln Center, effective January 29, 2026

13. Nicolle Koehnen- Overload .2 FTE, Preschool Teacher, Lincoln Center, effective January 29, 2026
14. Nicolle Houseman- Overload .2 FTE, Preschool Teacher, Kaposia, effective January 29, 2026
15. Kristin Troup- Targeted Services Teacher, Kaposia, effective February 10, 2026

B. Resignations/Retirements/Leaves/Reductions/Other

1. Jeane Anderson-Retirement, Grade 5 Teacher, Kaposia, effective June 5, 2026
2. Jon Gustafason--Retirement, Math Teacher, Secondary effective June 5, 2026
3. Julia Finn- Retirement, ELL Teacher, Secondary, effective June 5, 2026
4. Christine Wallace- Retirement, Intervention Teacher, Kaposia, effective June 5, 2026
5. Suzanne Meyer-Retirement, Special Education Teacher, Kaposia, effective June 5, 2026
6. Noelle Frost-Retirement, ELL Teacher, Middle School, effective June 5, 2026
7. Shaylin Theisen- Resignation, Occupational Therapist, Lincoln Center, effective June 12, 2026
8. William Bauman-Retirement, Equity and Instruction Coach, High School, effective June 5, 2026
9. Ben Anderson-Retirement, Grade 5 Teacher, Kaposia, effective June 5, 2026
10. Caroline Ryan - LOA, Social Worker, Kaposia, effective January 5, 2026 through February 20, 2026
11. Brenda Applequist - LOA, Teacher, Lincoln Center, effective January 21, 2026 (as needed)
12. Maren Daniels - 1 year LOA, Teacher, Kaposia, effective June 24 through June 30, 2027
13. Kristine Kirchner - LOA, Teacher, Kaposia, effective February 23 through April 7, 2026

**ATHLETICS 2025-26**

Boys Head Tennis Coach	David Sunday	\$4,212.00
Baseball Head Coach	Duffy, Ryan**	\$5,255.00
Baseball Varsity Asst/JV Coach	Sundly, Scott	\$3,723.00
Baseball Sophomore Coach	Draper, Mark**	\$3,723.00
Baseball Freshman Coach	Miner, Steve	\$2,864.00
Baseball Additional Coach	Paulson, Brodie**	\$2,000.00 (Boosters)
Baseball Additional Coach	Smith, Timmy**	\$2,000.00 (Boosters)
Baseball Volunteer Coach	Page, Jim*	Background Check Sent
Baseball Volunteer Coach	Robertson, Joe*	Background Check Sent
Flag Football Head Coach	Nihart, Don	\$3,000.00
Flag Football Varsity Asst Coach	Teigland, Matt	\$2,600.00
Golf Boys Head Coach	LaRose, Tyler	\$3,795.00
Golf Boys Assistant Coach	Rocha, Christian**	\$2,271.00
Golf Boys Volunteer Coach	Booth, Lael	District Employee
Golf Boys Volunteer Coach	Amelse, Grant*	Background Check Sent
Golf Girls Head Coach	Palmquist, Josh	\$3,795.00
Golf Girls Assistant Coach	Palmquist, David	\$2,271.00
Softball Head Coach	Casalenda, Mike**	\$5,255.00
Softball Varsity Asst & JV Coach	Luna, Colleen**	\$3,723.00
Softball Volunteer Coach	Casalenda, Rylee**	Background Check Sent
Softball Varsity and Sophomore Coach	Eggerstedt, Shane	\$3,723.00
Track Boys Head Coach	Spreigl, Manuel	\$6,421.00
Track Boys Varsity Asst Coach	Schulz, Meghan	\$4,294.00
Track Boys Varsity Asst Coach	Bakken, Chris	\$4,294.00
Track Girls Head Coach	Hart, Tom	\$6,421.00
Track Girls Varsity Asst Coach	Hart, Jillian**	\$4,294.00
Track Girls Varsity Asst Coach (50%)	Childs, Danette	\$4,294.00 - 50% = \$2,147.00
Track Girls Varsity Asst Coach (50%)	Kelley, Patrick	\$4,294.00 - 50% = \$2,147.00
Track Middle School Coach, Boys & Girls	Fremstad, Emily	\$2,271.00
Track Middle School Coach, Boys & Girls	Harrison, Andrew	\$2,237.00
Track Middle School Coach, Boys & Girls	Britton, Larry	\$2,237.00
Track Middle School Coach, Boys & Girls	Kvalheim, Michael	\$2,237.00

**ACTIVITIES & AFFINITY GROUPS 2025-26**

Theatre - Spring Technical Director	McTier, Brian	\$1,224.00
Theatre - Spring Costumer	Ebert, Lori	\$1,224.00

**Teacher Mentor 25-26**

Denise Frederick	Addtl Amount	\$503.00
Carole Pankow	Change in Amount	\$2,262.00

Classified

A. Appointments/Reassignments

1. Margaret Everroad- Special Education Assistant, Kaposia, \$25.11 an hour, effective February 4, 2026
2. Alisha Nenovich- Change to 32 hours per week, Speech Language Assistant, Kaposia, \$29.70 an hour, effective February 9, 2026
3. Hailey Bryant- PT Cleaner, Kaposia, \$19.78 an hour, effective February 11, 2026
4. Amy Crary- Fitness Instructor, Central Square, \$23.50 an hour, effective February 11, 2026
5. April Emerson- Academic Support Specialist, Secondary, \$23.77 an hour, effective February 17, 2026
6. Thomas Kelly- PT Cleaner, Secondary, \$19.78 an hour, effective February 18, 2026

A. Resignations/Retirements/Leaves/Reductions/Other

1. Greg Hiers- Resignation, Boys Tennis Coach, Secondary, effective January 27, 2026
2. Patrick Oster- Retirement, Head Engineer, Secondary, effective March 20, 2026
3. Carmen Cartagena- Termination, PT Cleaner, Kaposia, effective January 28, 2026
4. Martha Nieto- Resignation, Temp Student Supervisor, Lincoln Center, effective February 3, 2026
5. Kerry Pottinger- Resignation, Office Assistant - Elem, Kaposia, effective February 13, 2026
6. Elizabeth Craig- Resignation, PT Cleaner, Secondary, effective January 23, 2026
7. Sandra Levine - LOA, Head Cook, Secondary, effective February 18, 2026 through March 1, 2026

8. Candy Corniea - LOA, Nutrition Services Assistant, Secondary, effective January 21, 2026 through February 9, 2026
9. Kam McPhillips - LOA, Health Assistant, Secondary, effective January 21, 2026 (as needed)
10. Michelle Dunn - Intermittent LOA, Special Education Assistant, effective February 10, 2026 as needed through end of school year
11. Polly Sayer - Intermittent LOA, Special Education Assistant, effective February 10, 2026 as needed through end of school year



## School Board Agenda Item

**Date:** February 23, 2026

**Place on Agenda:** Business Meeting

**Action Requested:** Approval

**Attachment:** 513, 601, 625, 626, 212, 213, 214, 216, 501, 502, 505

<b>Topic:</b> Policy Review - Final Reading and Approval
<b>Presenter(s):</b> Board Chair
<b>Background:</b>  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.  The policies are in their final reading and up for approval at this Board meeting.
<b>Recommendation:</b>  Approval
<b>Alternatives:</b>  N/A

*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; 2/23/26*

*Rev. 2025*

## **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.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness)  
Minn. Stat. § 120B.15 (Gifted and Talented Students Program)  
Minn. Stat. § 123B.143, Subd. 1 (Superintendent)  
Minn. Stat. § 124D.02 (School Board Powers; Enrollment)

***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 618 (Assessment of Student Achievement)  
MSBA/MASA Model Policy 620 (Credit for Learning)

*Adopted: August 9, 2004*

*MSBA/MASA Model Policy 601*

*Revised: 8/28/06; 10/27/08; 2/9/09; 3/13/17  
4/13/20; 12/11/23; 2/23/26*

*Orig. 1995*

*Rev. 2025*

## **601 SCHOOL DISTRICT CURRICULUM AND INSTRUCTION GOALS**

### **I. PURPOSE**

The purpose of this policy is to establish broad curriculum parameters for the school district that encompass the Minnesota Academic Standards and federal law are aligned with comprehensive achievement and civic readiness.

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

The policy of the school district is to strive for comprehensive achievement and civic readiness in which all learning in the school district should be directed and for which all school district learners should be held accountable.

### **III. DEFINITIONS**

- A. “Academic standard” means a summary description of student learning in a required content area or elective content area.
- B. “Antiracist” means actively working to identify and eliminate racism in all forms in order to change policies, behaviors, and beliefs that perpetuate racist ideas and actions.
- C. “Benchmark” means specific knowledge or skill that a student must master to complete part of an academic standard by the end of the grade level or grade band.
- D. “Comprehensive Achievement and Civic Readiness” means striving to: meet school readiness goals; close the academic achievement gap among all racial and ethnic groups of students and between students living in poverty and students not living in poverty; have all students attain career and college readiness before graduating from high school; have all students graduate from high school; and prepare students to be lifelong learners.
- E. “Culturally sustaining” means integrating content and practices that infuse the culture and language of Black, Indigenous, and People of Color communities who have been and continue to be harmed and erased through the education system.
- F. “Curriculum” means district or school adopted programs and written plans for providing students learning experiences that lead to expected knowledge, skills and career and college readiness.
- G. “Ethnic studies” as defined in Minnesota Statutes, section 120B.25, has the same meaning for purposes of this section. Ethnic studies curriculum may be integrated in existing curricular opportunities or provided through additional curricular offerings.

- H. “Experiential learning” means learning for students that includes career exploration through a specific class or course or through work-based experiences such as job shadowing, mentoring, entrepreneurship, service learning, volunteering, internships, other cooperative work experience, youth apprenticeship, or employment.
- I. “Institutional racism” means structures, policies, and practices within and across institutions that produce outcomes that disadvantage those who are Black, Indigenous, and People of Color.
- J. “Instruction” means methods of providing learning experiences that enable students to meet state and district academic standards and graduation requirements including applied and experiential learning.
- K. “Performance measures” are measures to determine school district and school site progress in striving for comprehensive achievement and civic readiness and must include at least the following:
  - 1. the size of the academic achievement gap; rigorous course taking, including college-level advanced placement, international baccalaureate, postsecondary enrollment options, including concurrent enrollment, other statutorily recognized courses of study or industry certification courses or programs, and enrichment experiences by student subgroup;
  - 2. student performance on the Minnesota Comprehensive Assessments;
  - 3. high school graduation rates; and
  - 4. career and college readiness under Minnesota Statutes, section 120B.30, Subdivision 1.

#### **IV. LONG-TERM STRATEGIC PLAN**

- A. The school board, at a public meeting, must adopt a comprehensive, long-term strategic plan to support and improve teaching and learning that is aligned with striving for comprehensive achievement and civic readiness and includes the following:
  - 1. clearly defined school district and school site goals and benchmarks for instruction and student achievement for all student categories identified in Minnesota Statutes, section 120B.35, subdivision 3, paragraph (b)(2).
  - 2. a process to assess and evaluate each student’s progress toward meeting state and local academic standards, assess and identify students for participation in gifted and talented programs and services and accelerate their instruction, adopt early-admission procedures consistent with Minnesota Statutes, section 120B.15 and identifying the strengths and weaknesses of instruction in pursuit of student and school success and curriculum affecting students’ progress and growth toward career and college readiness and leading to comprehensive achievement and civic readiness;

3. a system to periodically review and evaluate the effectiveness of all instruction and curriculum, taking into account strategies and best practices, student outcomes, principal evaluations under Minnesota Statutes, section 123B.147, Subdivision 3, students' access to effective teachers who are members of populations under-represented among the licensed teachers in the district or school and who reflect the diversity of enrolled students under Minnesota Statutes, section 120B.35, subdivision 3(b)(2), and teacher evaluations under Minnesota Statutes, section 122A.40, subdivision. 8, or 122A.41, subdivision 5;
  4. strategies for improving instruction, curriculum, and student achievement, including the English and, where practicable, the native language development and the academic achievement of English learners;
  5. a process to examine the equitable distribution of teachers and strategies to ensure children in low-income families, children in families of People of Color, and children in American Indian families are not taught at higher rates than other children by inexperienced, ineffective, or out-of-field teachers;
  6. education effectiveness practices that
    - a. integrate high-quality instruction, technology, and curriculum that is rigorous, accurate, antiracist, and culturally sustaining;
    - b. ensure learning and work environments validate, affirm, embrace, and integrate cultural and community strengths for all students, families, and employees;
    - c. provide a collaborative professional culture that seeks to retain qualified, racially and ethnically diverse staff effective at working with diverse students while developing and supporting teacher quality, performance, and effectiveness; and;
  7. an annual budget for continuing to implement the school district plan; and
  8. identifying a list of suggested and required materials, resources, sample curricula, and pedagogical skills for use in kindergarten through grade 12 that accurately reflect the diversity of the state of Minnesota.
- B. The school district is not required to include information regarding literacy in a plan or report required under this section, except with regard to the academic achievement of English learners.
- C. Every child is reading at or above grade level every year, beginning in kindergarten, and multilingual learners and students receiving special education services are receiving support in achieving their individualized reading goals pursuant to Policy 621 Literacy and the Read Act

**Legal References:** Minn. Stat. § 120B.018 (Definitions)

Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota Students)

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.12 (Read Act Goal and Interventions)

Minn. Stat. § 120B.30, Subd. 1 (Statewide Testing and Reporting System)

Minn. Stat. § 120B.35, Subd. 3 (Student Academic Achievement and Growth)

Minn. Stat. § 122A.40, Subd. 8 (Employment; Contracts; Termination)

Minn. Stat. § 122A.41, Subd. 5 (Teacher Tenure Act; Cities of the First Class; Definitions)

Minn. Stat. § 123B.147, Subd. 3 (Principals)

Minn. Stat. § 125A.56, Subd. 1 (Alternate Instruction Required before Assessment Referral)

20 U.S.C. § 5801, *et seq.* (National Education Goals)

20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

***Cross References:***

MSBA/MASA Model Policy 104 (School District Mission Statement)

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 616 (School District System Accountability)

MSBA/MASA Model Policy 618 (Assessment of Student Achievement)

*Adopted: January 23, 2012*

*Revised: 2/23/26*

## **625 LANGUAGE POLICY**

### **I. PURPOSE**

The purpose of this policy is to establish the framework of language, including learning an additional language, valuing the linguistic diversity of our community, and working to support the mother-tongue development of our students and families.

### **II. DEFINITIONS**

- A. Mother-Tongue - The terms that describe the language students' use at home and/or outside the classroom/school environment include first language, home language, preferred language, mother tongue, native language, heritage language, and sometimes best language. Many second-language students are using more than two languages outside the classroom arena.
- B. Second-Language or Language B - describes a language learned subsequently to a first language, and implies that a student also has access to the language for communicative purposes outside the context of the classroom language.

### **III. INTERNATIONAL BACCALAUREATE: Diploma Program (DP)**

- A. Primary Language: The primary language of instruction in the Diploma Program is English (Language A). All teachers in the Diploma Program are language teachers and are responsible for fostering communication skills. The school offers EL support for students at various levels of English acquisition.
- B. Language B Instruction:
  - 1. Group 2: B HL or SL. This is for the student who has four or more years of experience in the language. Students will learn to communicate effectively, analyze literary texts, and develop fluent language skills. Students are encouraged to continue to build on the proficiency of their Language B choice selected in middle school.
  - 2. Ab Initio Standard. This option is for the student who has little or no experience in the language.

### **IV. MOTHER-TONGUE SUPPORT**

- A. South St. Paul Public School District supports students whose native language is not English and we encourage our parents and students to speak and develop their mother tongue. We offer student Affinity Groups, Spanish literature in our Library Media Center, and a Heritage Spanish

for Spanish Speakers class. This strengthens the students's language skills and cultural identity and awareness.

**V. REVIEW COMMITTEE**

- A. This policy and its implementation will be reviewed throughout the International Baccalaureate evaluation process.

*Adopted: January 23, 2012*

*Revised: 1/27/25; 2/23/26*

*Rev. 2024*

## **626 IB ASSESSMENT POLICY**

### **I. PURPOSE**

The purpose of this policy is to define assessment practices in the South St. Paul IB Program.

### **II. 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. 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.**

#### **E. 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.**

#### **F. 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.**

#### **G. 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.**

#### **H. Descriptors: These describe the achievement levels that are assessed within each criterion.**

- I. Internal assessment: The assessment of a student's work that is carried out by the student's teacher and moderated by the IB.
- J. External assessment: The assessment of a student's work that is submitted directly to the IB for scoring

### **III. 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. Both learning outcomes and the learning process are assessed.
- F. Assessment design is both backward and forward looking.

### **IV. IB DIPLOMA PROGRAM SCORES AND COURSE GRADES**

- A. In IB Diploma Program courses (grades 11-12), students are asked to demonstrate learning through formal, IB-required assessments that result in final IB marks ranging from 1 (low) to 7 (high). Students are notified of their final, official IB score for each course in mid-July after the year they complete the course; they are assigned log-on IDs and passwords to access their IB scores online over the summer. Official scores for each IB course are sent to the college or university designated by the student at the time of final testing for the course. Students may later contact IB to request that score reports be sent to additional colleges/universities. In addition to official IB scores, students are also assessed in other ways throughout their coursework and receive class grades reported in accordance with South St. Paul Secondary policies. trimester grades become part of the students' transcripts that are reported to colleges, employers, and others. The grade each student earns in a particular IB class is not directly tied to the scores earned on formal IB assessments but is reflective of work completed in preparation for those assessments.
- B. Internal assessments are pieces of student work that are evaluated by their content teacher who gives the assessment a score which may then be moderated by external examiners to ensure international parity aligned to the IB assessment criteria in that subject area. Examples of internal assessments include oral examinations in Group 1 (Language A-English Literature) and Group 2 (Language B-World Languages), projects and portfolios in Group 5 (Mathematics), presentations in Theory of Knowledge, practical laboratory work in Group 4 (Science), artistic

performances and presentations in Group 6 (Arts), and more. Internal assessments often allow for greater student flexibility in exhibiting their acquired knowledge and skills according to IB criterion referenced rubrics as well as the opportunity for students to show their work over time and outside of the restrictions of the examination environment.

- C. External assessments also enable students to show their work over time and outside of the restrictions of the examination environment. Similar to internal assessments, external assessments are evaluated according to the established subject area criteria. External assessments are not evaluated by the subject area teacher, however, but are marked externally by IB examiners.
- D. Subject area examinations are administered in May each year. Examinations occur under strictly controlled conditions and often over a two day period for each subject area (the afternoon and the following morning). The examination papers consist of a variety of assessment vehicles including short answer, essay, data-analysis, open-ended problem solving, case studies, commentaries and multiple choice. In order to sit for the examinations, students must complete all required internal and external assessments for the subject area. Examinations are mailed, within 24 hours following the examination, to external examiners around the world for assessment. Examination marks are then combined with marks earned on the internal and external assessments to create the final subject grade.
- E. The IB Diploma Program Coordinator guides the process of recording IBO Internal Assessments. Through collaboration with the IB Diploma Program teachers, an Internal Assessment Calendar is developed in order to balance the workload and the due dates of the various Internal Assessments. When Internal Assessments for subjects are complete, the scores are given to the IB Diploma Program Coordinator so that they can be entered into IBIS (IB Information System). Once scores are entered a sample of student work is generated to be sent to an IBO moderator.
- F. Students are able to access their final results beginning on July 6th each year. The IB Diploma Program Coordinator will provide each student with the necessary information so that students can access their results on the IBO website.
- G. Subject area teachers will be sent a copy of the holistic results as well as the component results each year. Teachers will then analyze the results in terms of comparing scores with the predicted grades and analyzing component results to help make data driven decisions in terms of the delivery of the curriculum.

## V. RELATED POLICIES

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

*Adopted: January 13, 1997*

*MSBA/MASA Model Policy 212*

*Revised: 5/10/04; 6/26/06; 1/11/10; 8/24/15; 3/13/17  
4/13/20; 2/23/26*

*Orig. 1995  
Rev. 2008*

## **212 SCHOOL BOARD MEMBER DEVELOPMENT**

### **I. PURPOSE**

In recognition of the need for continuing in-service training and development for its members, the purpose of this policy is to encourage the members of the school board to participate in professional development activities designed for them so that they may perform their responsibilities.

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

- A. New school board members will be provided the opportunity and encouragement to attend the orientation and training sessions sponsored by the Minnesota School Boards Association (MSBA). School board members shall receive training in school finance and management developed in consultation with MSBA.
- B. All school board members are encouraged to participate in school board and related workshops and activities sponsored by local, state and national school boards associations, as well as in the activities of other educational groups. New school board members are required to receive training in school finance.
- C. School board members are expected to report to the school board with materials of interest gathered at the various meetings and workshops.
- D. The District will reimburse the necessary expenses of all school board members who attend meetings and conventions pertaining to school activities and the objectives of the school board, within the approved policy and budget allocations of the school district relating to the reimbursement of expenses involving the attendance at workshops and conventions.

**Legal References:** Minn. Stat. § 123B.09, Subd. 2 (School Board Member Training)

**Cross References:** MSBA/MASA Model Policy 214 (Out-of-State Travel by School Board Members)  
MSBA/MASA Model Policy 412 (Expense Reimbursement)

Adopted: May 10, 2004

Revised: 10/24/05; 6/10/09; 8/24/15; 3/13/17  
4/13/20; 2/23/26

MSBA/MASA Model Policy 213  
Orig. 1996  
Rev. 2007

## **213 SCHOOL BOARD COMMITTEES**

### **I. PURPOSE**

The purpose of this policy is to provide for the structure and the operation of committees or subcommittees of the school board.

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

- A. It is the policy of the school board to designate school board committees or subcommittees when it is determined that a committee process facilitates the mission of the school board.
- B. The school board has determined that certain permanent standing committees, as described in this policy, do facilitate the operation of the school board and the school district.
- C. A school board committee or subcommittee will be formed by the school board, which shall outline the duties and purpose of the committee or subcommittee.
- D. A committee or subcommittee is advisory in nature and has only such authority as specified by the school board.
- E. The school board will receive reports or recommendations from a committee or subcommittee for consideration. The school board, however, retains the right and has the duty to make all final decisions related to such reports or recommendations.
- F. The school board also may establish such ad hoc committees for specific purposes as it deems appropriate.
- G. The school board reserves the right to limit, create or abolish any standing or ad hoc committee as it deems appropriate.
- H. A committee of the school board shall not appoint a subcommittee of that committee without approval of the school board.

### **III. APPOINTMENT OF COMMITTEES**

- A. The school board hereby appoints the following standing committees:
  - 1. Finance, Facilities, and Long Range Planning
  - 2. Superintendent/Executive
  - 3. Policy

- B. The school board chair shall appoint the members of each standing or ad hoc committee and designate the chair thereof.

#### **PROCEDURES FOR SCHOOL BOARD COMMITTEES**

- A. All meetings of committees or subcommittees shall be open to the public in compliance with the Open Meeting Law, and notice shall be given as prescribed by law.
- B. A committee or subcommittee shall act only within the guidelines and mission established for that committee or subcommittee by the school board.
- C. Actions of a committee or subcommittee shall be by majority vote and be consistent with the governing rules of the school board.
- D. The committee or subcommittee shall designate a secretary who will record the minutes of actions of the school board committee.
- E. The power of a committee or subcommittee of the school board is advisory only and is limited to making recommendations to the school board.
- F. A committee or subcommittee of the school board shall, when appropriate, clarify in any dealings with the public that its powers are only advisory to the school board.

***Legal References:*** Minn. Stat. Ch. 13D (Open Meeting Law)

***Cross References:*** MSBA/MASA Model Policy 201 (Legal Status of the School Board)  
MSBA/MASA Model Policy 203 (Operation of the School Board – Governing Rules)  
MSBA Service Manual, Chapter 13, School Law Bulletin “C” (Minnesota’s Open Meeting Law)

Adopted: April 17, 1996

Revised: 5/10/04; 11/13/06; 11/10/14; 8/24/15; 3/13/17  
2/23/26

## 216 SCHOOL BOARD – VACANCIES AND PROCEDURES FOR FILLING OF VACANCIES

### I. PURPOSE

The purpose of this policy is to provide governing rules for the filling of vacancies on the Board of Education.

### II. GENERAL STATEMENT OF POLICY

A vacancy on the Board of Education, Special School District No. 6, shall be declared and filled subject and pursuant to Minnesota Statute 123.33 and this policy.

### III. GENERAL PROVISIONS

A vacancy on the Board shall occur when a member dies, resigns, or ceases to be a resident of Special School District No. 6. Any such vacancy shall be filled by the Board at any regular or special meeting thereof by resolution entered in the minutes and shall continue until the next regular board election, at which time the vacancy will be filled by regular or special election.

If a member of the Board of Education is unable to serve on the Board and attend its meetings for ninety (90) days or more because of illness or prolonged absence from the District, the Board may, at any regular or special meeting thereof, declare a vacancy to exist.

After the Board has, by resolution, declared such vacancy to exist, the vacancy shall be filled by the Board at a regular or special meeting thereof until the next regular board election or until such ill absent member is again able to resume his/her duties as a member of such Board whichever date is earliest. When such ill or absent member is again able to resume his/her duties as a member of the Board, the Board shall, by resolution, so deem and declare such person to again be a member of the Board, and the member appointed by the Board in his/her place would no longer be a member thereof.

The qualifications required of applicants for appointment to fill a vacancy are the same as for election to that position. If at least one qualified person applies by the end of the open period for applicants, the requirements of this section shall be deemed to be satisfied.

### IV. PROCEDURES FOR FILLING OF VACANCIES

A. Declare or announce a vacancy by resolution.

B. Publicize vacancy – for at least two successive issues of the official newspaper of the district by advertisement and official notice, and by other formal and informal methods as it shall deem advisable.

- C. Receive applications from interested citizens. Applications must be accepted for a period of at least two weeks from the date of first publication.
- D. If no qualifying applications are received, the Board will reopen the application process and publicize the vacancy again. This process will continue until at least one application from an eligible candidate is received.
- E. Board interviews with applicants using questions that have been developed by the Board prior to the interviews. Each candidate will be asked the same set of questions. The questions will not be shared with the candidates before the interviews.
- F. Appointment or replacement Board member by resolution, using the following voting procedure:
  - 1. All ballots will be in writing and collected by the Clerk of the Board.
  - 2. The number of ballots to select a replacement Board member shall be determined by the number of eligible applicants. Members with a conflict of interest or who do not wish to vote for any candidate may abstain, but their votes are not counted in determining if a majority exists and do not constitute a vote for or against any of the applicants. The member will not be recorded as voting.
    - (a) If there is only one qualified applicant, that applicant will automatically be approved and recorded as a unanimous vote of the members voting favoring selection.
    - (b) If there are more than two applicants, members will vote in successive ballots to reduce the number to two by the following method.
      - (1) Each board member will on paper ballots select a number of applicants equal to one less than the total number still in contention for that round. If there is a tie for the lowest number of votes to be carried forward, a secondary ballot will be taken to determine which among those applicants tied will be carried forward, with selection based on receiving a majority of votes.
      - (2) If two or more candidates for the lowest vote total remain tied after the second ballot, none will be carried forward to the next round of voting.
      - (3) The rounds will continue, with one applicant (or in case of a tie for the lowest votes, more than one) dropped from the list of applicants on subsequent ballots.

- (4) If there are two qualified applicants, or when the number of remaining applicants is reduced to two, members present and voting must vote for one of the two candidates. If a tie results from this vote, the Board will have the option of discussing the relative merits of the two candidates, but must again vote to select one of the two or abstain. If after three ballots to select an applicant the Board remains deadlocked, the Chair of the Board, acting on behalf of the Board, shall make the determination by lot. This selection will be recorded in the minutes as a majority voice vote for the selected candidate.
- (5) The selection shall not be subject to a motion for reconsideration after the determining vote is made.
- (6) When a board member has been selected, the chair will entertain a resolution to make the selection unanimous.

*Legal References:* Minn. Stat. § 123.33

*Cross References:*

*Adopted: August 14, 2006*

*MSBA/MASA Model Policy 216*

*Revised: 2/25/08; 11/23/09; 8/24/15; 11/14/16  
3/13/17; 2/23/26*

*Orig. 2009*

## **214 OUT-OF-STATE TRAVEL BY SCHOOL BOARD MEMBERS**

### **I. PURPOSE**

The purpose of this policy is to control out-of-state travel by school board members as required by law.

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

School board members have an obligation to become informed on the proper duties and functions of a school board member, to become familiar with issues that may affect the school district, to acquire a basic understanding of school finance and budgeting, and to acquire sufficient knowledge to comply with federal, state and local laws, rules, regulations and school district policies that relate to their functions as school board members. Occasionally, it may be appropriate for school board members to travel out of state to fulfill their obligations.

### **III. APPROPRIATE TRAVEL**

Travel outside the state is appropriate when the school board finds it proper for school board members to acquire knowledge and information necessary to allow them to carry out their responsibilities as school board members. Travel to other out-of-state meetings for which the member intends to seek reimbursement from the school district should be pre approved by the school board.

### **IV. REIMBURSABLE EXPENSES**

Expenses to be reimbursed may include transportation, meals, lodging, registration fees, required materials, parking fees, tips, and other reasonable and necessary school district related expenses.

### **V. REIMBURSEMENT**

- A. Requests for reimbursement must be itemized on the official school district form and are to be submitted to the designated administrator within 60 days of returning. The School District will not be obligated for claims more than 60 days old. Itemized receipts for lodging, commercial transportation, registration, and other reasonable and necessary expenses must be attached to the reimbursement form.
- B. Automobile travel shall be reimbursed at the mileage rate set by the Internal Revenue Service (IRS). Commercial transportation shall reflect economy fares and shall be reimbursed only for the actual cost of the trip.
- C. Amounts to be reimbursed shall be within the school board's approved budget allocations, including attendance at workshops and conventions.

## **VI. ESTABLISHMENT OF DIRECTIVES AND GUIDELINES**

The superintendent shall develop a schedule of reimbursement rates for school district business expenses, including those expenses requiring advance approval and specific rates of reimbursement. The superintendent shall also develop directives and guidelines to address methods and times for submission of requests for reimbursement.

***Legal References:*** Minn. Stat. § 123B.09, Subd. 2 (School Board Member Training)  
Minn. Stat. § 471.661 (Out-of-State Travel)  
Minn. Stat. § 471.665 (Mileage Allowances)  
Minn. Op. Atty. Gen. No. 1035 (August 23, 1999) (Retreat Expenses)  
Minn. Op. Atty. Gen. No. 161b-12 (August 4, 1997) (Transportation Expenses)

***Cross References:*** *MSBA/MASA Model Policy 212 (School Board Member Development)*  
*MSBA/MASA Model Policy 412 (Expense Reimbursement)*

Adopted: June 30, 1997

MSBA/MASA Model Policy 501

Orig. 1995

Rev. 2025

Revised: 4/26/04; 8/14/06; 10/27/08; 9/9/13; 3/14/16;  
5/22/17; 6/10/19; 5/26/20; 6/14/21; 6/27/22  
6/26/23; 5/28/24; 3/31/25; 2/23/26

## 501 SCHOOL WEAPONS POLICY

### I. PURPOSE

The purpose of this policy is to assure a safe school environment for students, staff and the public.

### II. GENERAL STATEMENT OF POLICY

No student or nonstudent, including adults and visitors, shall possess, use or distribute a weapon when in a school location except as provided in this policy. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school employee, volunteer, or member of the public who violates this policy.

### III. DEFINITIONS

- A. “Dangerous Weapon” means any firearm, whether loaded or unloaded, or any device designed as a weapon and capable of producing death or great bodily harm, any combustible or flammable liquid or other device or instrumentality that, in the manner it is used or intended to be used, is calculated or likely to produce death or great bodily harm, or any fire that is used to produce death or great bodily harm. As used in this definition, “flammable liquid” means any liquid having a flashpoint below 100 degrees Fahrenheit and having a vapor pressure not exceeding 40 pounds per square inch (absolute) at 100 degrees Fahrenheit but does not include intoxicating liquor. As used in this subdivision, “combustible liquid” is a liquid having a flash point at or above 100 degrees Fahrenheit.
- B. “Possession” means having a weapon on one’s person or in an area subject to one’s control in a school location.
- C. “School Location” includes any school building or grounds, whether leased, rented, owned or controlled by the school, locations of school activities or trips, bus stops, school buses or school vehicles, school-contracted vehicles, the area of entrance or departure from school premises or events, all locations where school related functions are conducted, and anywhere students are under the jurisdiction of the school district.
- D. “Weapon”
  1. A “weapon” means any object, device or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict -injury to self or others including, but not limited to, any firearm, whether loaded or unloaded; air guns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles;

nunchucks; throwing stars; explosives; fireworks; mace and other propellants; stun guns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon.

2. No person shall possess, use or distribute any object, device or instrument having the appearance of a weapon and such objects, devices or instruments shall be treated as weapons including, but not limited to, weapons listed above which are broken or non-functional, look-alike guns; toy guns; and any object that is a facsimile of a real weapon.
3. No person shall use articles designed for other purposes (i.e., lasers or laser pointers, belts, combs, pencils, files, scissors, etc.), to inflict bodily harm and/or intimidate and such use will be treated as the possession and use of a weapon.

#### **IV. EXCEPTIONS**

- A. A student who finds a weapon on the way to school or in a school location, or a student who discovers that he or she accidentally has a weapon in his or her possession, and takes the weapon immediately to the principal's office shall not be considered to possess a weapon. If it would be impractical or dangerous to take the weapon to the principal's office, a student shall not be considered to possess a weapon if he or she immediately turns the weapon over to an administrator, teacher or head coach or immediately notifies an administrator, teacher or head coach of the weapon's location.
- B. It shall not be a violation of this policy if a nonstudent (or student where specified) falls within one of the following categories:
  1. active licensed peace officers;
  2. military personnel, or students or nonstudents participating in military training, who are on duty performing official duties;
  3. persons authorized to carry a pistol under Minnesota Statutes section 624.714, while in a motor vehicle or outside of a motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle;
  4. persons who keep or store in a motor vehicle pistols in accordance with Minnesota Statute sections 624.714 or 624.715, or other firearms in accordance with Minnesota Statutes, section § 97B.045;
    - a. Section 624.714 specifies procedures and standards for obtaining pistol permits and penalties for the failure to do so. Section 624.715 defines an exception to the pistol permit requirements for "antique firearms which are carried or possessed as curiosities or for their historical significance or value."

- b. Section 97B.045 generally provides that a firearm may not be transported in a motor vehicle unless it is (1) unloaded and in a gun case without any portion of the firearm exposed; (2) unloaded and in the closed trunk; or (3) a handgun carried in compliance with sections 624.714 and 624.715.
5. firearm safety or marksmanship courses or activities for students or nonstudents conducted on school property;
6. possession of dangerous weapons, BB guns, or replica firearms by a ceremonial color guard;
7. a gun or knife show held on school property;
8. possession of dangerous weapons, BB guns, or replica firearms with written permission of the principal or other person having general control and supervision of the school or the director of a child care center; or
9. persons who are on property owned or leased by a child care center, school or school district unless the person knows that a student is currently present on the land for a school-related activity.

C. Policy Application to Instructional Equipment/Tools

While the school district does not allow the possession, use or distribution of weapons by students, or nonstudents, such a position is not meant to interfere with instruction or the use of appropriate equipment and tools by students or nonstudents. Such equipment and tools, when properly possessed, used and stored, shall not be considered in violation of the rule against the possession, use or distribution of weapons. However, when authorized instructional and work equipment and tools are used in a potentially dangerous or threatening manner, such possession and use will be treated as the possession and use of a weapon.

D. Firearms in School Parking Lots and Parking Facilities

A school district may not prohibit the lawful carry or possession of firearms in a school parking lot or parking facility. For purposes of this policy, the “lawful” carry or possession of a firearm in a school parking lot or parking facility is specifically limited to non student permit-holders authorized under Minnesota Statutes section 624.714, to carry a pistol in the interior of a vehicle or outside the motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle. Any possession or carry of a firearm beyond the immediate vicinity of a permit-holder’s vehicle shall constitute a violation of this policy.

**V. CONSEQUENCES FOR STUDENT WEAPON POSSESSION/USE/DISTRIBUTION**

- A. The school district does not allow the possession, use or distribution of weapons by students. Consequently, the minimum consequence for students willfully possessing, using or distributing weapons shall include:

1. immediate out-of-school suspension;
  2. confiscation of the weapon;
  3. immediate notification of police;
  4. parent or guardian notification; and
  5. recommendation to the superintendent of dismissal for a period of time not to exceed one year.
- B. Pursuant to Minnesota law, a student who brings a firearm, as defined by federal law, to school will be expelled for at least one year. The school board may modify this requirement on a case-by-case basis.
- C. The building principal shall, as soon as practicable, refer to the criminal justice or juvenile delinquency system, as appropriate, a student who brings a firearm to school unlawfully.
- D. Administrative Discretion

While the school district does not allow the possession, use or distribution of weapons by students, the superintendent may use discretion in determining whether, under the circumstances, a course of action other than the minimum consequences specified above is warranted. If so, other appropriate action may be taken, including consideration of a recommendation for lesser discipline.

## **VI. CONSEQUENCES FOR WEAPON POSSESSION/USE/DISTRIBUTION BY NONSTUDENTS**

### **A. Employees**

1. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, or discharge as deemed appropriate by the school board.
2. Sanctions against employees, including nonrenewal, suspension, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.
3. When an employee violates the weapons policy, law enforcement may be notified, as appropriate.

### **B. Other Nonstudents**

1. Any member of the public who violates this policy shall be informed of the policy and asked to leave the school location. Depending on the circumstances, the person may be barred from future entry to school locations. In addition, if the person is a student in

another school district, that school district may be contacted concerning the policy violation.

2. If appropriate, law enforcement will be notified of the policy violation by the member of the public and may be asked to provide an escort to remove the member of the public from the school location.

## **VII. REPORTS OF DANGEROUS WEAPON AND ACTIVE SHOOTER INCIDENTS IN SCHOOL ZONES**

- A. The school district must electronically report to the Commissioner of the Minnesota Department of Education (“Commissioner”) incidents involving the use or possession of a dangerous weapon in school zones, as required under Minnesota Statutes, section 121A.06.
- B. The school district must electronically file an after-action review report for active shooter incidents and active shooter threats to the Minnesota Fusion Center as required under Minnesota Statutes, section 121A.06.
  1. "Active shooter incident" means an event involving an armed individual or individuals on campus or an armed assailant in the immediate vicinity of the school.
  2. "Active shooter threat" means a real or perceived threat that an active shooter incident will occur.

**Legal References:** Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.44 (Expulsion for Possession of Firearm)  
Minn. Stat. § 121A.05 (Policy to Refer Firearms Possessor)  
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)  
Minn. Stat. § 12.01, subd. 14(a) (Definition of a School Zone)  
Minn. Stat. § 609.66 (Dangerous Weapons)  
Minn. Stat. § 609.605 (Trespass)  
Minn. Stat. § 609.02, subd. 6 (Definition of Dangerous Weapon)  
Minn. Stat. § 97B.045 (Transporting of Firearms)  
Minn. Stat. § 624.714 (Carrying of Weapons without Permit; Penalties)  
Minn. Stat. § 624.715 (Exemptions; Antiques and Ornaments)  
18 U.S.C. § 921 (Definition of Firearm)  
*In re C.R.M.*, 611 N.W.2d 802 (Minn. 2000)  
*In re A.D.*, 833 N.W.2d 251 (Minn. 2016)

**Cross References:** MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 525 (Violence Prevention)

MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)

Adopted: February 9, 1998

MSBA/MASA Model Policy 502

Orig. 1995

Revised: 10/25/04; 3/14/16; 5/22/17; 6/10/19; 5/26/20  
6/14/21; 6/27/22; 6/26/23; 5/28/24; 3/31/25  
2/23/26

Rev. 1999

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

### **I. PURPOSE**

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

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

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

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

#### **B. Desks**

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

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

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

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

### **III. DEFINITIONS**

- A. "Contraband" means any unauthorized item possession of which is prohibited by school district policy and/or law. It includes but is not limited to weapons and "look-alikes," alcoholic beverages, controlled substances and "look-alikes," overdue books and other materials belonging to the school district, and stolen property.

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

#### **IV. PROCEDURES**

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

## V. DIRECTIVES AND GUIDELINES

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

## VI. SEIZURE OF CONTRABAND

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

## VII. VIOLATIONS

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

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

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

*Adopted: October 28, 1996*

*MSBA/MASA Model Policy 505*

*Orig. 1995*

*Rev. 2022*

*Revised: 10/25/04; 10/27/08; 4/25/11; 5/9/16; 7/25/16  
8/14/17; 3/12/18; 1/14/19; 6/10/19; 5/26/20  
6/14/21; 6/27/22; 6/26/23; 5/28/24; 3/31/25  
2/23/26*

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

### **I. PURPOSE**

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

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

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

### **III. DEFINITIONS**

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

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

#### **IV. GUIDELINES**

- A. Students and employees of the school district have the right to distribute, at reasonable times and places as set forth in this policy, and in a reasonable manner, non-school-sponsored material.

B. Requests for distribution of nonschool-sponsored material will be reviewed by the administration on a case-by-case basis. However, distribution of the materials listed below is always prohibited. Material is prohibited that:

1. is obscene to minors;
2. is libelous or slanderous;
3. is pervasively indecent or vulgar or contains any indecent or vulgar language or representations, with a determination made as to the appropriateness of the material for the age level of students to which it is intended;
4. advertises or promotes any product or service not permitted to minors by law;
5. advocates violence or other illegal conduct;
6. constitutes insulting or fighting words, the very expression of which injures or harasses other people (e.g., threats of violence, defamation of character or of a person's race, religious or ethnic origin);
7. presents a clear and present likelihood that, either because of its content or the manner of distribution, it will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities, will cause the commission of unlawful acts or the violation of lawful school regulations.

C. Distribution by students and employees of nonschool-sponsored materials on school district property are subject to reasonable time, place, and manner restrictions set forth below. In making decisions regarding the time, place, and manner of distribution, the administration will consider factors including, but not limited to, the following:

1. whether the material is educationally related;
2. the extent to which distribution is likely to cause disruption of or interference with the school district's educational objectives, discipline, or school activities;
3. whether the materials can be distributed from the office or other isolated location, or via digital or electronic manner, so as to minimize disruption of traffic flow in hallways;
4. the quantity or size of materials to be distributed;
5. whether distribution would require assignment of school district staff, use of school district equipment, or other resources;

6. whether distribution would require that nonschool persons be present on the school grounds;
7. whether the materials are a solicitation for goods or services not requested by the recipients.
8. whether or not the distribution of the materials takes advantage of the district's communication system for personal gain;
9. unless otherwise provided by law, announcements and informational materials regarding school or youth-related activities, organizations and agencies are clearly known to be non-sectarian devoted to community interests or child welfare, non-discriminatory and totally committed to equal opportunity, and generally recognized as owning their existence to serving the broad public and general interests.

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

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

#### **VI. PROCEDURES**

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

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

## **VII. DISCIPLINARY ACTION**

- A. Distribution by any student of nonschool-sponsored material prohibited herein or in violation of the provisions of time, place and manner of distribution as described above will be halted and disciplinary action will be taken in accordance with the school district's Student Discipline Policy.

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

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

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

#### **IX. IMPLEMENTATION**

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

**Legal References:** U. S. Const., amend. I  
*Hazelwood School District v. Kuhlmeier*, 484 U.S. 260, 108 S.Ct. 562, 98 L.Ed.2d 592 (1988)  
*Bethel Sch. Dist. No. 403 v. Fraser*, 478 U.S. 675, 106 S.Ct. 3159, 92 L.Ed.2d 549 (1986)  
*Tinker V. Des Moines Indep. Sch. Dist.*, 393 U.S. 503, 89 S.Ct. 733, 21 L.Ed.2d 731 (1969)  
*Bystrom v. Fridley High School*, 822 F.2d 747 (8th Cir. 1987)  
*Roark v. South Iron R-1 School District.*, 573 F.3d 556 (8<sup>th</sup> Cir. 209)  
*Victory Through Jesus Sports Ministry Foundation v. Lee's Summit R-7 School Dist.*, 640 F.3d 329 (8<sup>th</sup> Cir. 2011), cert. denied \_U.S.\_ 132 S.Ct. 592 (2011)

**Cross References:** MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 512 (School-Sponsored Student Publications)  
MSBA/MASA Model Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)  
Appendix to District Policy 904 (Distribution Process of Materials by Nondistrict Sponsored Persons and Organizations)

**Date:** February 23, 2026

**Place on Agenda:** Regular Meeting

**Action Requested:** Approval

**Attachment:** Field Trip Applications (France and Costa Rica)

<b>Topic:</b> High School International France Trip
<b>Presenter(s):</b> Amy Winter, Executive Director of Educational Service
<p><b>Background:</b></p> <p>In accordance with Board Policy 610, out-of-the-country field trips require preliminary approval one year prior to travel and final approval one month prior to departure. Preliminary approval for both trips was granted by the School Board on December 9, 2024. Here are the trip details that are now being presented for final approval.</p> <p><b>High School French Trip – France and Monaco</b></p> <ul style="list-style-type: none"> <li>• <b>Dates:</b> March 25 – April 3, 2026</li> <li>• <b>Participants:</b> 27 students, 4 chaperones</li> <li>• <b>Trip Leader:</b> Sara Voss, High School French Teacher</li> </ul> <p>Students will travel to southern France, including Nice, Monaco, and Avignon, and continue to Lyon, the Loire Valley, Chartres, Versailles, and Paris. The experience is designed to provide students with direct language immersion and firsthand cultural experiences aligned with their high school French coursework. Students will explore historical landmarks, engage in authentic cultural activities, and strengthen their proficiency through real-world application of language skills.</p> <p><b>High School Spanish Trip – Costa Rica</b></p> <ul style="list-style-type: none"> <li>• <b>Dates:</b> March 27 – April 5, 2026</li> <li>• <b>Participants:</b> 25 students, 3 chaperones</li> <li>• <b>Trip Leader:</b> Tyler LaRose, High School Spanish Teacher</li> </ul> <p>Students will travel to Costa Rica for an immersive educational experience focused on language development and cultural understanding. The itinerary includes eco-tourism activities, cultural experiences, and an exchange with a local high school. Students will participate in Spanish-based activities designed to strengthen language proficiency and deepen their understanding of the culture they study in class.</p>
<b>Recommendation:</b> Administration Recommends the Approval of both field trips.
<b>Alternatives:</b> Do not approve and direct administration with next steps.



**South St. Paul Public Schools  
Special School District #6**

**OUT-OF-THE-COUNTRY FIELD TRIP APPLICATION**

Sponsoring Activity French Classes (students in grades 10-12)  
 Sponsoring Staff Sara Voss March 25 - April 3, 2026  
 Field Trip Date(s) Spring Break 2026 Number of class days missed 2 (if needed)  
 Destination France (and Monaco)  
 Estimated # of Students ~~20~~ 27 Estimated # of Chaperones ~~2-3~~ 4  
 Mode of Transportation Plane / Bus Flight Arrangements (If applicable) n/a (at this time)  
 Hotel Accommodations (name/address/phone) T.B.D.  
 Reservations under what name EF Tours

**Field Trip Information**

**Program Description** We will travel to France to tour the South (Nice, Monaco, Avignon) then to Lyon, the Loire Valley, Chartres, Versailles, and finally Paris.

**Educational Objective** Students will see many parts of the country, be exposed to culture and language first hand!

**Arrangements for Non-Participating Students** N/A

**Method of Payment**  
 Cost to Students \$3,959 - (\$200 less for early app.)  
 Cost to District 2 sub days per chaperone  
 (specify dept. budget and other funding sources)  
 Other (specify funding source) none

**Signature of Sponsoring Staff** Sara Voss  
**Signature of Principal/Activities Director** [Signature]  
**Signature of Superintendent** [Signature]  
**Signature of Board Chair** [Signature]

WE'RE GOING TO...



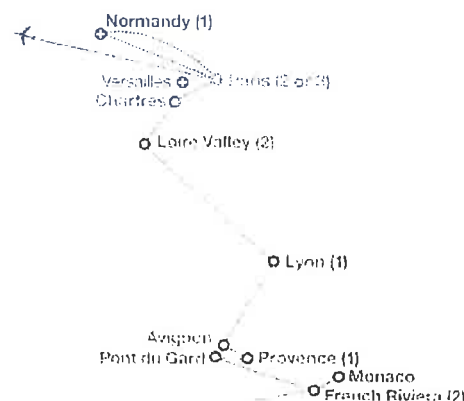
# Paris, the Loire & the Riviera

Spring 2026 / 10 Days / Group Leader: Sara Voss  
svoss@sspss.org



## Details of the trip:

- The trip is 10 days
- The requested departure date is March ~~27~~<sup>25</sup> 2026 but the trip could depart as early as March 16, 2026 and return as late as ~~March 27, 2026~~<sup>April 3, 2026</sup>
- There are limited spots available on this trip.
- For more information about security, what is included in the trip, how to obtain academic credit and the Global Citizens scholarship visit the [Parent Guide](#).



## The price:

- The student price for this trip is \$3,959
- The adult price for this trip is \$4,779
- Biweekly and monthly payment plans are available without interest. See the [Parent Guide](#) for more information.

**\*\*By enrolling now travelers will receive a \$200 discount off their tour price**

## How to enroll:

- Enroll at [www.eftours.com/2791249UM](http://www.eftours.com/2791249UM) or scan the QR code below:



- The enrollment deadline is December 1, 2024
- Enroll now and take advantage of EF's Risk-Free Enrollment period

If you have any questions, please call the Traveler Support Team at 800-665-5364



**South St. Paul Public Schools  
Special School District #6**

**OUT-OF-THE-COUNTRY FIELD TRIP APPLICATION**

Sponsoring Activity Spanish Department  
 Sponsoring Staff Tyler LaRose March 27 - April 5, 2026  
 Field Trip Date(s) Spring Break 2026 Number of class days missed 2 - Th + Fri before  
 Destination Costa Rica  
 Estimated # of Students 25 Estimated # of Chaperones 3  
 Mode of Transportation Plane / Bus Flight Arrangements (If applicable) TBD - EF Tours  
 Hotel Accommodations (name/address/phone) Various cities - San Jose, La Fortuna, Alajuela  
 Reservations under what name Tyler LaRose - South St. Paul HS - EF Tours

**Field Trip Information**

**Program Description** 10-day trip to Costa Rica - Sight-seeing; Eco-Tourism; cultural exchange with a local high school; Spanish-language-based activities

**Educational Objective** Spanish-language with native speakers, cultural engagement. Students will complete guided reflections during the trip.

**Arrangements for Non-Participating Students** A substitute teacher for the Thursday & Friday prior to Spring Break '26

**Method of Payment**  
 Cost to Students \$3,979  
 Cost to District Substitute Teacher daily rate  
 (specify dept. budget and other funding sources)  
 Other (specify funding source) \_\_\_\_\_

**Signature of Sponsoring Staff** Tyler LaRose  
**Signature of Principal/Activities Director** [Signature]  
**Signature of Superintendent** [Signature]  
**Signature of Board Chair** [Signature]

Now that your tour's getting closer, are there any itinerary-related questions I can answer? Don't hesitate to ask.



Lindsey Lewis

 [GET IN TOUCH](#)

## Travel Dates

2026

~~MAR 25~~

MAR 27

APR 5

~~Earliest  
departure~~

Requested  
departure

Requested  
return

## Departing from

Minneapolis (MN)

## Flights & Hotels

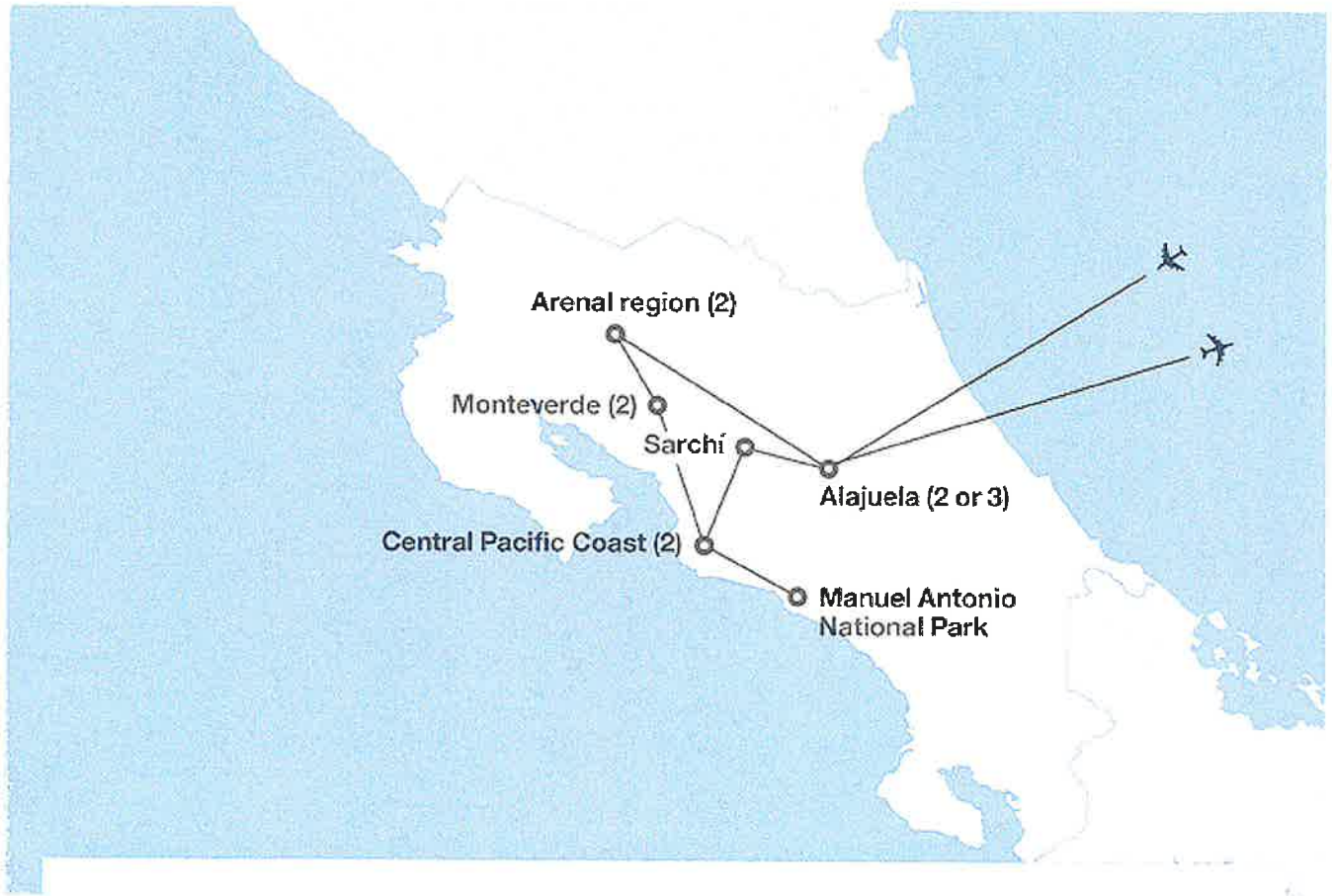
We'll post details here as soon as they're available.



## Travel Requirements



All travelers must adhere to entry and on-tour requirements while traveling. [View the travel requirements](#) for your specific itinerary now.



Meet your Tour

Take a tour of a

**DAY 1** Fly to Costa Rica

Travel to the Ar

Visit Arenal Volc

Enjoy a kayakir

Visit La Fortuna Waterfall

Participate in a cultural exchange with locals

Visit the Arenal hot springs

Travel to Monteverde



#### **Local food workshop**

Try your hand at creating some of Costa Rica's culinary specialties during a visit to a local working mill. You'll make—and sample—tortillas, artisanal coffee, and juice extracted from sugar cane. (Just save room for *sobado*, a candy made from the sugar cane plant.)

Experience the thrill of a ziplining adventure through the Costa Rican canopy (*For safety reasons, weight and size restrictions may apply*)

Visit the Santa Elena Cloud Forest

Travel to the Central Pacific Coast

Visit the Rainforest Adventure Park, where you will:

- Ride an aerial tram above the canopies
- Explore a nature trail
- Visit a butterfly sanctuary

Enjoy a crocodile safari boat cruise

Visit Manuel Antonio National Park

Travel via Sarchí to Alajuela

Explore on your own or add this in-depth excursion:



Folklore evening



Enjoy a whitewater rafting excursion

**Date:** February 23, 2026

**Place on Agenda:** Regular Meeting

**Action Requested:** Approval

**Attachment:** Field Trip Applications (France and Costa Rica)

<b>Topic:</b> High School International France Trip
<b>Presenter(s):</b> Amy Winter, Executive Director of Educational Service
<p><b>Background:</b></p> <p>In accordance with Board Policy 610, out-of-the-country field trips require preliminary approval one year prior to travel and final approval one month prior to departure. Preliminary approval for both trips was granted by the School Board on December 9, 2024. Here are the trip details that are now being presented for final approval.</p> <p><b>High School French Trip – France and Monaco</b></p> <ul style="list-style-type: none"> <li>• <b>Dates:</b> March 25 – April 3, 2026</li> <li>• <b>Participants:</b> 27 students, 4 chaperones</li> <li>• <b>Trip Leader:</b> Sara Voss, High School French Teacher</li> </ul> <p>Students will travel to southern France, including Nice, Monaco, and Avignon, and continue to Lyon, the Loire Valley, Chartres, Versailles, and Paris. The experience is designed to provide students with direct language immersion and firsthand cultural experiences aligned with their high school French coursework. Students will explore historical landmarks, engage in authentic cultural activities, and strengthen their proficiency through real-world application of language skills.</p> <p><b>High School Spanish Trip – Costa Rica</b></p> <ul style="list-style-type: none"> <li>• <b>Dates:</b> March 27 – April 5, 2026</li> <li>• <b>Participants:</b> 25 students, 3 chaperones</li> <li>• <b>Trip Leader:</b> Tyler LaRose, High School Spanish Teacher</li> </ul> <p>Students will travel to Costa Rica for an immersive educational experience focused on language development and cultural understanding. The itinerary includes eco-tourism activities, cultural experiences, and an exchange with a local high school. Students will participate in Spanish-based activities designed to strengthen language proficiency and deepen their understanding of the culture they study in class.</p>
<b>Recommendation:</b> Administration Recommends the Approval of both field trips.
<b>Alternatives:</b> Do not approve and direct administration with next steps.



**South St. Paul Public Schools  
Special School District #6**

**OUT-OF-THE-COUNTRY FIELD TRIP APPLICATION**

Sponsoring Activity French Classes (students in grades 10-12)  
 Sponsoring Staff Sara Voss March 25 - April 3, 2026  
 Field Trip Date(s) Spring Break 2026 Number of class days missed 2 (if needed)  
 Destination France (and Monaco)  
 Estimated # of Students ~~20~~ 27 Estimated # of Chaperones ~~2-3~~ 4  
 Mode of Transportation Plane / Bus Flight Arrangements (If applicable) n/a (at this time)  
 Hotel Accommodations (name/address/phone) T.B.D.  
 Reservations under what name EF Tours

**Field Trip Information**

**Program Description** We will travel to France to tour the South (Nice, Monaco, Avignon) then to Lyon, the Loire Valley, Chartres, Versailles, and finally Paris.

**Educational Objective** Students will see many parts of the country, be exposed to culture and language first hand!

**Arrangements for Non-Participating Students** N/A

**Method of Payment**  
 Cost to Students \$3,959 - (\$200 less for early app.)  
 Cost to District 2 sub days per chaperone  
 (specify dept. budget and other funding sources)  
 Other (specify funding source) none

**Signature of Sponsoring Staff** Sara Voss  
**Signature of Principal/Activities Director** [Signature]  
**Signature of Superintendent** [Signature]  
**Signature of Board Chair** [Signature]

WE'RE GOING TO...



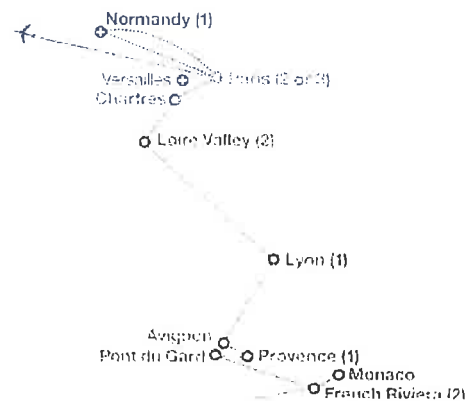
# Paris, the Loire & the Riviera

Spring 2026 / 10 Days / Group Leader: Sara Voss  
svoss@sspss.org



## Details of the trip:

- The trip is 10 days
- The requested departure date is March ~~27~~<sup>25</sup> 2026 but the trip could depart as early as March 16, 2026 and return as late as ~~March 27, 2026~~<sup>April 3, 2026</sup>
- There are limited spots available on this trip.
- For more information about security, what is included in the trip, how to obtain academic credit and the Global Citizens scholarship visit the [Parent Guide](#).



## The price:

- The student price for this trip is \$3,959
- The adult price for this trip is \$4,779
- Biweekly and monthly payment plans are available without interest. See the [Parent Guide](#) for more information.

**\*\*By enrolling now travelers will receive a \$200 discount off their tour price**

## How to enroll:

- Enroll at [www.eftours.com/2791249UM](http://www.eftours.com/2791249UM) or scan the QR code below:



- The enrollment deadline is December 1, 2024
- Enroll now and take advantage of EF's Risk-Free Enrollment period

If you have any questions, please call the Traveler Support Team at 800-665-5364



**South St. Paul Public Schools  
Special School District #6**

**OUT-OF-THE-COUNTRY FIELD TRIP APPLICATION**

Sponsoring Activity Spanish Department  
 Sponsoring Staff Tyler LaRose March 27 - April 5, 2026  
 Field Trip Date(s) Spring Break 2026 Number of class days missed 2 - Th + Fri before  
 Destination Costa Rica  
 Estimated # of Students 25 Estimated # of Chaperones 3  
 Mode of Transportation Plane / Bus Flight Arrangements (If applicable) TBD - EF Tours  
 Hotel Accommodations (name/address/phone) Various cities - San Jose, La Fortuna, Alajuela  
 Reservations under what name Tyler LaRose - South St. Paul HS - EF Tours

**Field Trip Information**

**Program Description** 10-day trip to Costa Rica - Sight-seeing; Eco-Tourism; cultural exchange with a local high school; Spanish-language-based activities

**Educational Objective** Spanish-language with native speakers, cultural engagement. Students will complete guided reflections during the trip.

**Arrangements for Non-Participating Students** A substitute teacher for the Thursday & Friday prior to Spring Break '26

**Method of Payment**  
 Cost to Students \$3,979  
 Cost to District Substitute Teacher daily rate  
 (specify dept. budget and other funding sources)  
 Other (specify funding source) \_\_\_\_\_

**Signature of Sponsoring Staff** Tyler LaRose  
**Signature of Principal/Activities Director** [Signature]  
**Signature of Superintendent** [Signature]  
**Signature of Board Chair** [Signature]

Now that your tour's getting closer, are there any itinerary-related questions I can answer? Don't hesitate to ask.



Lindsey Lewis

 [GET IN TOUCH](#)

## Travel Dates

2026

<del>MAR 25</del>	MAR 27	APR 5
<del>Earliest departure</del>	Requested departure	Requested return

## Departing from

Minneapolis (MN)

## Flights & Hotels

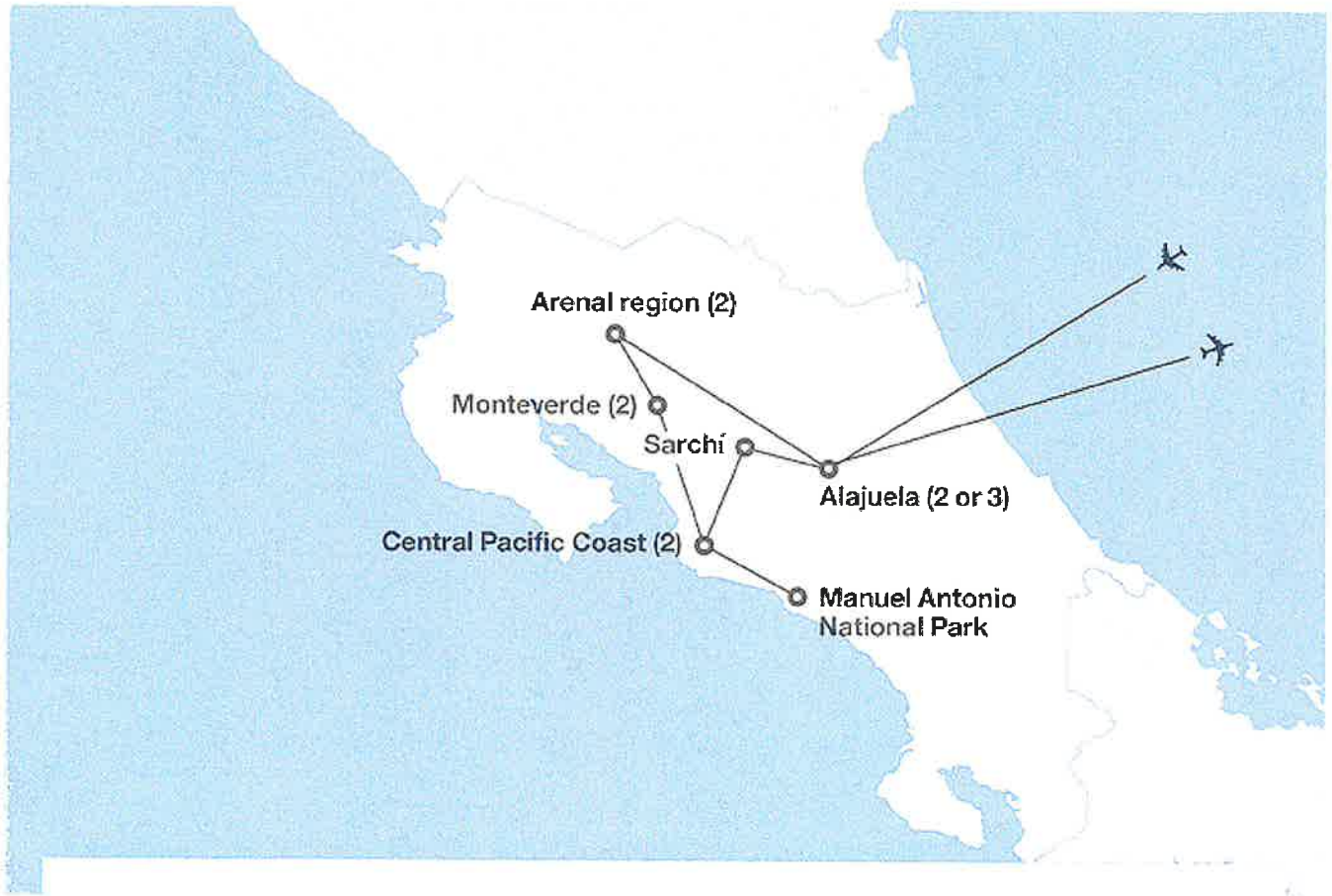
We'll post details here as soon as they're available.



## Travel Requirements



All travelers must adhere to entry and on-tour requirements while traveling. [View the travel requirements](#) for your specific itinerary now.



Meet your Tour

Take a tour of a

**DAY 1**

Fly to Costa Rica

Travel to the Ar

Visit Arenal Volc

Enjoy a kayakir

Visit La Fortuna Waterfall

Participate in a cultural exchange with locals

Visit the Arenal hot springs

Travel to Monteverde



**Local food workshop**

Try your hand at creating some of Costa Rica's culinary specialties during a visit to a local working mill. You'll make—and sample—tortillas, artisanal coffee, and juice extracted from sugar cane. (Just save room for *sobado*, a candy made from the sugar cane plant.)

Experience the thrill of a ziplining adventure through the Costa Rican canopy (*For safety reasons, weight and size restrictions may apply*)

Visit the Santa Elena Cloud Forest

Travel to the Central Pacific Coast

Visit the Rainforest Adventure Park, where you will:

- Ride an aerial tram above the canopies
- Explore a nature trail
- Visit a butterfly sanctuary

Enjoy a crocodile safari boat cruise

Visit Manuel Antonio National Park

Travel via Sarchí to Alajuela

Explore on your own or add this in-depth excursion:



Folklore evening



Enjoy a whitewater rafting excursion



## School Board Agenda Item

**Date:** February 23, 2026

**Place on Agenda:** Regular Meeting

**Action Requested:** Approval

**Attachment:** [Joint Powers Agreement for School Wellness Between County of Dakota and School District 6 \(DC Contract CLA20930\)](#)

**Topic:** Statewide Health Improvement Program (SHIP) Grant at Lincoln Center

**Presenter(s):** Sofia Bossard, Principal, Lincoln Center Elementary

**Background:**

On Monday evening, Lincoln Center Principal Sofia Bossard will present on a grant partnership with Dakota County for Social Emotional Learning, Student Wellness, and 5th Grade Leadership Opportunities for Lincoln Center.

PlayWorks and Lincoln Center Elementary will focus on equipping recess supervisors to implement a new plan and supervision strategies for recess that center safety, engagement, and empowerment of K-5 students.

Specifically the partnership will:

- Foster a joyful recess culture driven by students and recess supervisors. This recess culture minimizes behavior incidents and ensures all students receive the benefits of active play every day.
- Create a positive recess to classroom connection ensuring all students return to class after recess re-energized and focused.
- Increase capacity of school leadership and staff by significantly reducing time spent addressing recess related issues

Programmatically, Playworks will support Lincoln Center Elementary to implement a new approach to recess by:

- Leading action planning and recess vision conversations with supervisors and administration
- Modeling and coaching into place proactive supervision techniques and recess systems
- Sharing relevant, easy to follow resources such as game ideas, transition strategies, and conflict resolution techniques

- Launching a school-sustained recess student leadership program
  - Junior Coach Curriculum and Materials
  - 1 Full Day Site Visit
  - 3 Recess Visits

Implementing a new, school sustained approach to recess at Lincoln Center Elementary will contribute significantly to a more engaging, safe, and joyful school day for years to come. This will be transferred into school year 26-27 and beyond. We will also have 5th graders lead in this practice to grow their leadership mindsets. In addition, we will see a substantial decrease in unsafe and disrespectful behaviors on the playground.

**Recommendation:**

Administration recommends the approval of the Joint Powers Agreement for School Wellness Between County of Dakota and School District 6 (*DC Contract CLA20930*).

**Alternatives:**

Do not approve the Joint Powers Agreement for School Wellness Between County of Dakota and School District 6 (*DC Contract CLA20930*) and direct administration with next steps.

**JOINT POWERS AGREEMENT FOR SCHOOL WELLNESS  
BETWEEN THE COUNTY OF DAKOTA AND  
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 School District 6, 104 5<sup>th</sup> Avenue S, South St. Paul, MN 55075 (“School District” or “Contractor”), by and through their respective governing bodies.

**RECITALS**

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

**WHEREAS**, under Minn. Stat. §471.59, subd.1, two or more governmental units may enter into an agreement to cooperatively exercise any power common to the contracting Parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units;

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

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

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

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

1. Term. This Agreement shall be effective on the date of the signature of the last party to sign this Agreement (Effective Date) and expires on October 30, 2026, unless amended in writing or earlier terminated by law or according to the provisions of this Agreement.
2. Purpose. The purpose of this Agreement is to provide funding by the County to the School District so that the School District may participate in the Dakota County SHIP School Wellness program. All funds provided by the County are to be used by the School District solely for the purposes described in Exhibit 2, Service Grid.
3. School District obligations under State Contract. The grant funds provided to School District under this Agreement are subject to the terms and conditions contained in the SHIP Grant Project Agreement between the Dakota County Community Health Board and the State of Minnesota dated November 1, 2025, as may be periodically amended (“State Contract”). School District agrees to comply with all terms and conditions contained in the State Contract that are applicable to the County and the funds provided under this Agreement. This includes but is not limited to the special conditions identified in Section 19 of this Agreement. County will provide copies of the State Contract to School District upon request.

4. County Obligations. The County agrees to reimburse the School District in an amount not to exceed \$8,600.00 for costs incurred in performing services fulfilling the Purpose described above from the Effective Date through October 30, 2026. Reimbursement shall be made only for those activities and expenditures completed during the Agreement term and in conformance with this Agreement, including the State Contract. Notwithstanding anything to the contrary in this Agreement, it is understood by the parties that any suspension, reduction or termination of the SHIP funds granted to the County may result in a like suspension or reduction to the School District.
5. Reimbursement and Reporting. The School District may claim reimbursement for expenditures incurred in connection with the performance of activities that are performed during the Agreement term and eligible for reimbursement in accordance with this Agreement.

The County will reimburse the School District within 45 calendar days of the School District's submission of invoices to the County. Invoices must be submitted using an Invoice Form to be provided by the County. All requests for reimbursement must be submitted by November 13, 2026. The School District must certify that the requested reimbursements are accurate, appropriate and eligible in accordance with this Agreement and the State Contract, that it has documentation of the actual expenditures for which reimbursement is sought, and that such expenditures have not been otherwise reimbursed. School District should report their accomplishments and successes using a Reporting Form to be provided by the County. All expenditures and reimbursements must be submitted using the Invoice Form.

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

The County's Authorized Representative is:

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

Telephone: 651-554-5742

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

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

The School District's Authorized Representative is:

Name: Brian Zambreno

Telephone: 651-457-9400

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

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

7. Assignment. The School District may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the County and a fully executed assignment agreement, executed by the County and the School District.
  
8. Use of Subcontractors. The School District may engage subcontractors to perform activities funded pursuant to this Agreement. However, the School District retains primary responsibility to the County for performance of the activities and the use of such subcontractors does not relieve the School District from any of its obligations under this Agreement. If the School District engages any subcontractors to perform any part of the activities, the School District agrees that the subcontract for such services shall include the following provisions:
  - (a) The subcontractor must maintain all records and provide all reporting as required by this Agreement.
  - (b) The subcontractor must defend, indemnify, and save harmless the County from all claims, suits, demands, damages, judgments, costs, interest, and expenses arising out of or by reason of the performance of the contracted work, caused in whole or in part by any negligent act or omission of the subcontractor, including negligent acts or omissions of its employees, subcontractors, or anyone for whose acts any of them may be liable.
  - (c) The subcontractor must provide and maintain insurance through the term of this Agreement in amounts and types of coverage as set forth below, and provide to the County, prior to commencement of the contracted work, a certificate of insurance evidencing such insurance coverage:
    - General liability coverage of at least \$2,000,000 per occurrence and aggregate and naming Dakota County as an additional insured;
    - Automobile liability coverage of at least \$2,000,000 per occurrence and aggregate and naming Dakota County as an additional insured,
    - Professional liability (errors and omissions) insurance coverage of at least \$2,000,000, and Workers' compensation coverage or certification of excluded employment from workers' compensation requirements.
  - (d) The subcontractor must be an independent contractor for the purposes of completing the contracted work.
  - (e) The subcontractor must acknowledge that the contract between the School District and the subcontractor does not create any contractual relationship between County and the subcontractor.
  - (f) The subcontractor shall perform and complete the activities in full compliance with this Agreement and all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the activities.
  
9. Indemnification. To the fullest extent permitted by law, School District agrees to indemnify the County, its officers, employees, agents, and others acting on its behalf and to hold them harmless and defend and protect them from and against any and all loss, damage, liability, cost and expense, specifically including reasonable attorneys' fees and other costs and expenses of defense, for any actions, claims or proceedings of any sort which are caused by any act or omission of School District, its officers, employees, agents, subcontractors, invitees, or any other person(s) or entity(ies) for whose acts or omissions School District may be legally responsible. Nothing herein shall be construed as a waiver by School District of any of the immunities or limitations of liability to which it may be entitled pursuant to Minn. Stat. Ch. 466 or any other statute or law.
  
10. Insurance Terms. In order to protect itself and to protect the County under the indemnity provisions set forth above, School District shall, at its expense, procure and maintain policies of

insurance covering the term of this Agreement. All retentions and deductibles under such policies shall be paid by the School District.

11. Audit. The School District shall maintain books, records, documents and other evidence pertaining to the costs or expenses associated with the work performed pursuant to this Agreement. Upon request the School District shall allow the County, Legislative Auditor or the State Auditor to inspect, audit, copy or abstract all of the books, records, papers or other documents relevant to this Agreement. The School District shall use generally accepted accounting principles in the maintenance of such books and records, and shall retain all of such books, records, documents and other evidence for a period of six (6) years from the date of the completion of the activities funded by this Agreement.
12. Data Practices. The School District agrees with respect to any data that it possesses regarding the Agreement to comply with all of the provisions of the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as the same may be amended from time to time.
13. Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of co-partners or joint ventures between the County and the School District, nor shall the County be considered or deemed to be an agent, representative or employee of the School District in the performance of this Agreement. Personnel of the School District or other persons while engaging in the performance of this Agreement shall not be considered employees of the County and shall not be entitled to any compensation, rights or benefits of any kind whatsoever.
14. Governing Law, Jurisdiction and Venue. Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be with the appropriate state court with competent jurisdiction in Dakota County.
15. Compliance with Law. The School District agrees to conduct its work under this Agreement in compliance with all applicable provisions of federal, state, and local laws, ordinances, or regulations, and further agrees to comply with the Standard Assurances attached as Exhibit 1. The School District is responsible for obtaining and complying with all federal, state, or local permits, licenses, and authorizations necessary for performing the work.
16. Default and Remedies.
  - (a) Events of Default. The following shall, unless waived in writing by the County, constitute an event of default under this Agreement: If the School District fails to fully comply with any material provision, term, or condition contained in this Agreement.
  - (b) Notice of Event of Default and Opportunity to Cure. Upon the County's giving the School District written notice of an event of default, the School District shall have thirty (30) calendar days in which to cure such event of default, or such longer period of time as may be reasonably necessary so long as the School District is using its best efforts to cure and is making reasonable progress in curing such events of default (the "Cure Period"). In no event shall the Cure Period for any event of default exceed two (2) months. Within ten (10) calendar days after receipt of notice of an event of default, the School District shall propose in writing the actions that the School District proposes to take and the schedule required to cure the event of default.
  - (c) Remedies. Upon the School District's failure to cure an event of default within the Cure Period,

the County may enforce any or all of the following remedies, as applicable:

- (1) The County may refrain from disbursing the grant monies; provided, however, the County may make such a disbursement after the occurrence of an event of default without thereby waiving its rights and remedies hereunder.
- (2) The County may enforce any additional remedies it may have in law or equity.
- (3) The County may terminate this Agreement and its obligation to provide funds under this Agreement for cause by providing thirty (30) days' written notice to the School District. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall be a material breach of this Agreement and any supplemental agreement or modification to this Agreement or an event of default. Notice of Termination shall be made by certified mail or personal delivery to the Authorized Representative of the other Party. For purposes of termination and default, all days are calendar days.

17. Non-Appropriation. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated immediately by the County in the event sufficient funds from the County, State, or Federal sources are not appropriated, obtained and continued at least the level relied on for the funding of this Agreement, and the non-appropriation of funds did not result from any act or bad faith on the part of the County.
18. Ownership of Materials and Intellectual Property Rights.
  - (a) Except as otherwise required by Minnesota or Federal Law, the County agrees to, and hereby does, assign all rights, title and interest it may have in the materials conceived or created by the School District, or its employees or subgrantees, and which arise out of the performance of this Agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("Materials").
  - (b) The School District represents and warrants that Materials produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another. School District shall indemnify and defend the County, at its expense, from any action or claim brought against the County to the extent that it is based on a claim that all or parts of the Materials infringe upon the intellectual property rights of another.
19. Special Conditions. The School District understands and agrees that it will perform the work contemplated by this Agreement in such a way as to comply with and enable the County to comply with all of the requirements imposed upon the County in the State Contract, including but not limited to the following:
  - (a) Any publicity given to the activities occurring as a result of this Agreement, including notices, informational pamphlets, press releases, research, reports, signs and similar public notices shall identify that it is "Supported by the Statewide Health Improvement Partnership, Minnesota Department of Health and Dakota County Public Health Department" and shall not be released unless approved in writing by these entities' authorized representatives.
  - (b) The School District shall indemnify, save and hold the Department, its representatives and employees harmless from any and all claims or causes of action, including reasonable attorney fees incurred by the Department, arising from the performance of

the activities funded by this Agreement by the School District or its agents or employees.

- (c) The School District, by executing this Agreement, grants to the Department a perpetual, irrevocable, no-fee right and license to make, have made, reproduce, modify, distribute, perform and otherwise use the Materials for any and all purposes, in all forms and manners that the Department, in its sole discretion, deems appropriate.
- (d) The School District shall promptly provide the County with all documentation and information necessary for the County to monitor School District's activities under this Agreement to ensure that use of SHIP grant funds complies with this Agreement, the State Contract, State grant management policies and procedures established pursuant to Minn. Stat. § 16B.97, subd. 4(a)(1), other applicable statutes and regulations and that performance goals are achieved.
- (e) Any digital materials created with SHIP grant funds and shared outside of the School District's organization must comply with State of Minnesota's Digital Accessibility Standard. The statewide Standard can be viewed online at [Accessibility | Policies & Standards / Minnesota IT Services](#).

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

Exhibit 1: Standard Assurances; and  
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 School District. Any amendment to this Agreement must be in writing and executed by the County and the School District. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party. In the event of a conflict between the terms of any Exhibit and the body of this Agreement, this Agreement shall control.

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

**COUNTY OF DAKOTA**

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

Title: Community Services Director

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

Dakota County Contract CLA20930  
Dakota County BR 25-417

**SCHOOL DISTRICT 6**

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

Title: Superintendent

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

**EXHIBIT 1  
STANDARD ASSURANCES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. **PROHIBITED TELECOMMUNICATIONS 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)

**Exhibit 2 – Service Grid**

**Contractor Roles and Responsibilities**

1. Contractor will carry out (implement) work, budget and deliverables as stated below under project goals and strategies.
2. Any changes to planned strategies, deliverables, expectations and/or budget must be mutually agreed upon and provided to the County Liaison prior to implementation. Please allow a minimum of 14 business days for pre-approvals on final purchasing of supplies, or services.
3. The County recommends that the Contractor establish and/or participate in the District Wellness Committee and includes broad representation from multiple levels, buildings, and disciplines.
4. Contractor will have at least one representative (not including the consultant), attend SHIP Dakota County School Wellness meetings (3/13/26; 5/18/26; 10/7/26).
5. Contractor will provide to the County, the name, phone, and email of its Wellness Committee Chair, or 'designee' for District Wellness projects' overall coordination. Such designee is responsible for completing the Final Report for each strategy by November 13, 2026 or upon project completion.
6. Project Champion(s) must meet deliverables set by public health liaison and keep in regular communication with public health liaison and School Wellness Consultant, if applicable, to qualify for project champion compensation.
7. The County recommends that Contractor complete or confirm Contractor has completed a school health assessment within the last three school years.
8. The County recommends that Contractor notify its stakeholders, such as: community, school board, and or city, about changes such as policies, procedures or system(s) changes that are implemented because of this Contract.
9. Contractor shall submit all SHIP-related communications to public health liaison for pre-approval. Please allow a minimum of 10 business days for approvals in advance of public release.
10. Contractor shall submit the Invoice Form quarterly or as mutually agreed upon with Public Health *Liaison*, and within two weeks of Contract end date (by 11/13/2026); however, they may be submitted more frequently if desired.

**County roles and responsibilities**

- Invoice and Final Report Form will be emailed out to contractor at the start of the contract.
- Provide technical assistance and support through process.
- Organize and facilitate SHIP school wellness meetings (three per contract period).
- Research and provide school wellness tools and resources.
- Compile submitted SHIP Reporting from each district to provide to MDH and meet County requirements.

**Notes**

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

**Project Goal/Scope of Work**

Lincoln Center Elementary School will partner with Playworks to implement a school wellness project to strengthen recess practices and empower student leaders, improving student wellbeing and belonging during recess and throughout the school day. This project goal aligns with SHIP physical activity and mental wellbeing strategies and South Saint Paul Public Schools' strategic emphasis on cultivating a welcoming environment and fostering belonging. Specific activities will include:

- 1-3 half-day site visits with recess paraprofessionals for visioning, data collection, and coaching on effective, inclusive supervision techniques and play routines.

- Multiple full- and partial-day site visits to implement a Junior Coach program, including training staff, recruiting and training fourth- and fifth-grade student leaders, and evaluating outcomes based on student and staff feedback and behavior incident trends.
- Action planning with recess paraprofessionals and school administration to embed new recess practices and Junior Coach program into daily school systems.
- SparkPlay curriculum implementation and sharing among staff.
- Participation in Playworks' monthly Recess Community of Practice virtual meetings.

**Project Budget**

Budget total: \$8,600.00

<b>Item</b>	<b>Description</b>	<b>Amount</b>
Training fees	Playworks consultation for recess visioning and paraprofessional coaching/training	\$3,600.00
Curriculum and materials	Playworks consultation for Junior Coach program implementation; Junior Coach program materials; access to SparkPlay, Playworks' digital curriculum for staff implementation	\$5,000.00
<b>Total Contract Amount</b>		<b>\$8,600.00</b>

**Invoicing**

Invoices and receipts should be scanned and emailed to the County Public Health Liaison, Morgan Hamernik, [morgan.hamernik@co.dakota.mn.us](mailto:morgan.hamernik@co.dakota.mn.us).

Contractor will submit the "Invoice Form" provided quarterly at a minimum.



## School Board Agenda Item

**Date:** February 23, 2026

**Place on Agenda:** Regular Meeting

**Action Requested:** Approval

**Attachment:** PowerPoint Presentation  
Revise Budget Summary and Details


<b>Topic:</b> Budget Revisions – 2025-26 Budget
<b>Presenter(s):</b> Ra Chhoth, Executive Director of Finance and Operations
<b>Background:</b> <p>Each year, the School Board updates the current-year budget as more accurate and timely information becomes available. The board packet includes a summary document outlining the proposed revisions to the 2025–26 budget.</p> <p>These revisions reflect the results of the prior year’s audit, current enrollment figures, and updated revenue and expenditure assumptions. The information was reviewed and discussed during the previous work session, and approval is now being requested at the regular meeting.</p>
<b>Recommendation:</b> <p>Administration recommends the approval of the 2025-26 budget revisions</p>
<b>Alternatives:</b> <p>Do not approve and direct administration with next steps.</p>

**South St Paul Public Schools  
Budget Revision Details**

	Beginning Fund Bal	Revenue	Expenditures	Ending Fund Bal
<b>GENERAL FUND</b>				
<b>ORIGINAL BUDGET</b>	<b>\$ 14,051,663</b>	<b>\$ 52,472,117</b>	<b>\$ 52,456,733</b>	<b>\$ 14,067,047</b>
Final Audit Results	1,313,605	-	-	
Levy Adjustment	-	154,678	-	
Adjust Federal Allocations	-	84,127	-	
Change in Special Ed Cross Subsidy	-	76,897	-	
Updated State Aid Estimates	-	735,400	-	
Interest Earnings	-	-	-	
Summer Unemployment	-	-	-	
Transportation	-	-	378,658	
Updated Staffing Estimates	-	-	114,748	
Other Non-salary costs	-	-	403,992	
<b>TOTAL REVISIONS</b>	<b>1,313,605</b>	<b>1,051,102</b>	<b>897,398</b>	
<b>REVISED BUDGET</b>	<b>\$ 15,365,268</b>	<b>\$ 53,523,219</b>	<b>\$ 53,354,131</b>	<b>\$ 15,534,356</b>
<b>FOOD SERVICE FUND</b>				
<b>ORIGINAL BUDGET</b>	<b>\$ 1,243,211</b>	<b>\$ 2,366,600</b>	<b>\$ 2,448,862</b>	<b>\$ 1,160,949</b>
Final Audit Results	202,546	-	-	
<b>TOTAL REVISIONS</b>	<b>202,546</b>	<b>-</b>	<b>-</b>	
<b>REVISED BUDGET</b>	<b>\$ 1,445,757</b>	<b>\$ 2,366,600</b>	<b>\$ 2,448,862</b>	<b>\$ 1,363,495</b>
<b>COMMUNITY ED FUND</b>				
<b>ORIGINAL BUDGET</b>	<b>\$ 892,098</b>	<b>\$ 2,348,586</b>	<b>\$ 2,337,140</b>	<b>\$ 903,544</b>
Final Audit Results	19,070	-	-	
<b>TOTAL REVISIONS</b>	<b>19,070</b>	<b>-</b>	<b>-</b>	
<b>REVISED BUDGET</b>	<b>\$ 911,168</b>	<b>\$ 2,348,586</b>	<b>\$ 2,337,140</b>	<b>\$ 922,614</b>
<b>DEBT SERVICE FUND</b>				
<b>ORIGINAL BUDGET</b>	<b>\$ 820,156</b>	<b>\$ 3,588,250</b>	<b>\$ 3,423,575</b>	<b>\$ 984,831</b>
Final Audit Results	118,194	-	-	
<b>TOTAL REVISIONS</b>	<b>118,194</b>	<b>-</b>	<b>-</b>	
<b>REVISED BUDGET</b>	<b>\$ 938,350</b>	<b>\$ 3,588,250</b>	<b>\$ 3,423,575</b>	<b>\$ 1,103,025</b>

**South St Paul Public Schools  
2025-26 Budget Summary**

	Original Budget June 30, 2025		Revised Budget #1 February 23, 2026		CHANGE	
	Revenue	Expenditures	Revenue	Expenditures	Revenue	Expenditures
<b>GENERAL FUND</b>	\$ 52,472,117	\$ 52,456,733	\$ 53,523,219	\$ 53,354,131	\$ 1,051,102	\$ 897,398
<b>FOOD SERVICE FUND</b>	2,366,600	2,448,862	2,366,600	2,448,862	-	-
<b>COMMUNITY ED FUND</b>	2,348,586	2,337,140	2,348,586	2,337,140	-	-
<b>DEBT SERVICE FUND</b>	3,588,250	3,423,575	3,588,250	3,423,575	-	-
<b>TOTAL BUDGET AMOUNT</b>	<b>\$ 60,775,553</b>	<b>\$ 60,666,310</b>	<b>\$ 61,826,655</b>	<b>\$ 61,563,708</b>	<b>\$ 1,051,102</b>	<b>\$ 897,398</b>



# South St. Paul Public Schools – FY26 Budget Revision

- Presented by Ra Chhoth
  - Executive Director of Finance and Operations



# 2025-2026 Budget Revision

- Completed our Fiscal Year 2025 Audit
  - Unmodified “Clean” opinion
  - Analyzed enrollment trends, analyzed budget to actuals
  - Planning for FY27 budgets



## Purpose and Key Drivers

### **Budget Alignment**

The FY26 budget revision aligns financial planning with updated revenue and expenditure forecasts to ensure accuracy.

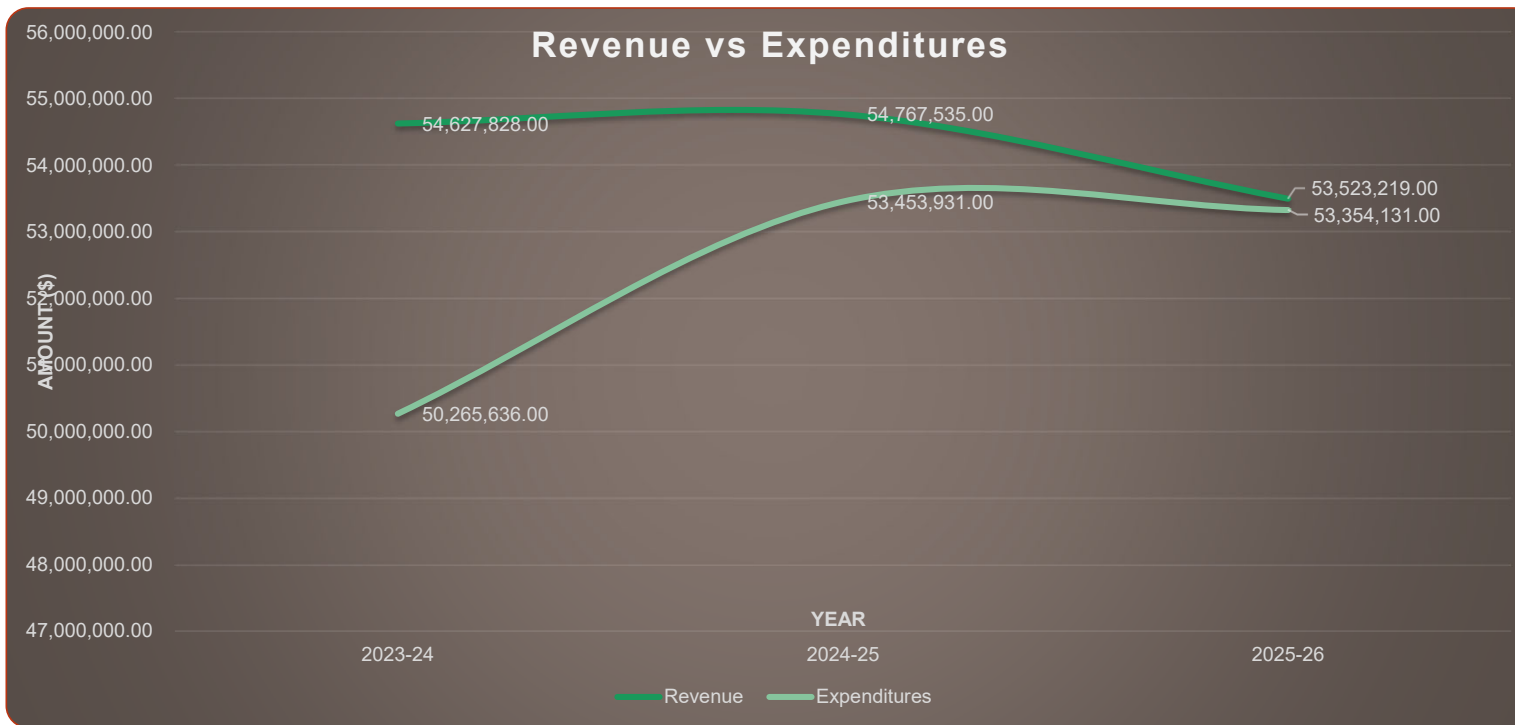
### **Key Funding Drivers**

Changes in state funding, federal contributions, and operational needs drive budget revisions for FY26.

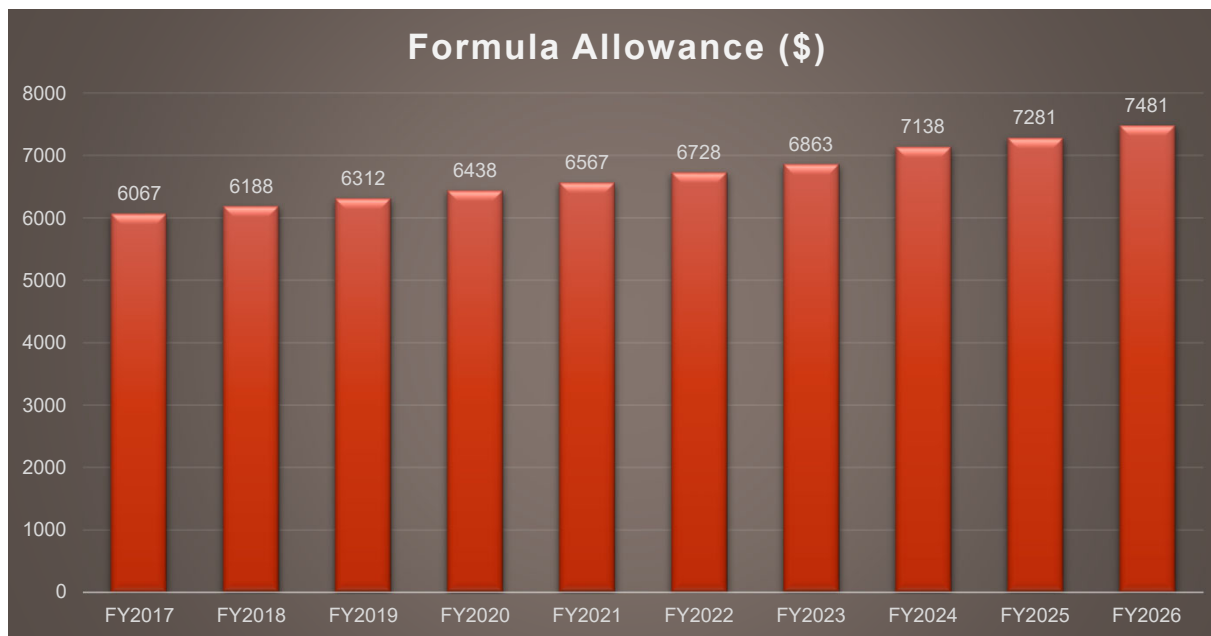
### **Strategic Fiscal Responsibility**

Revisions support fiscal responsibility while maintaining educational quality and strategic initiatives.

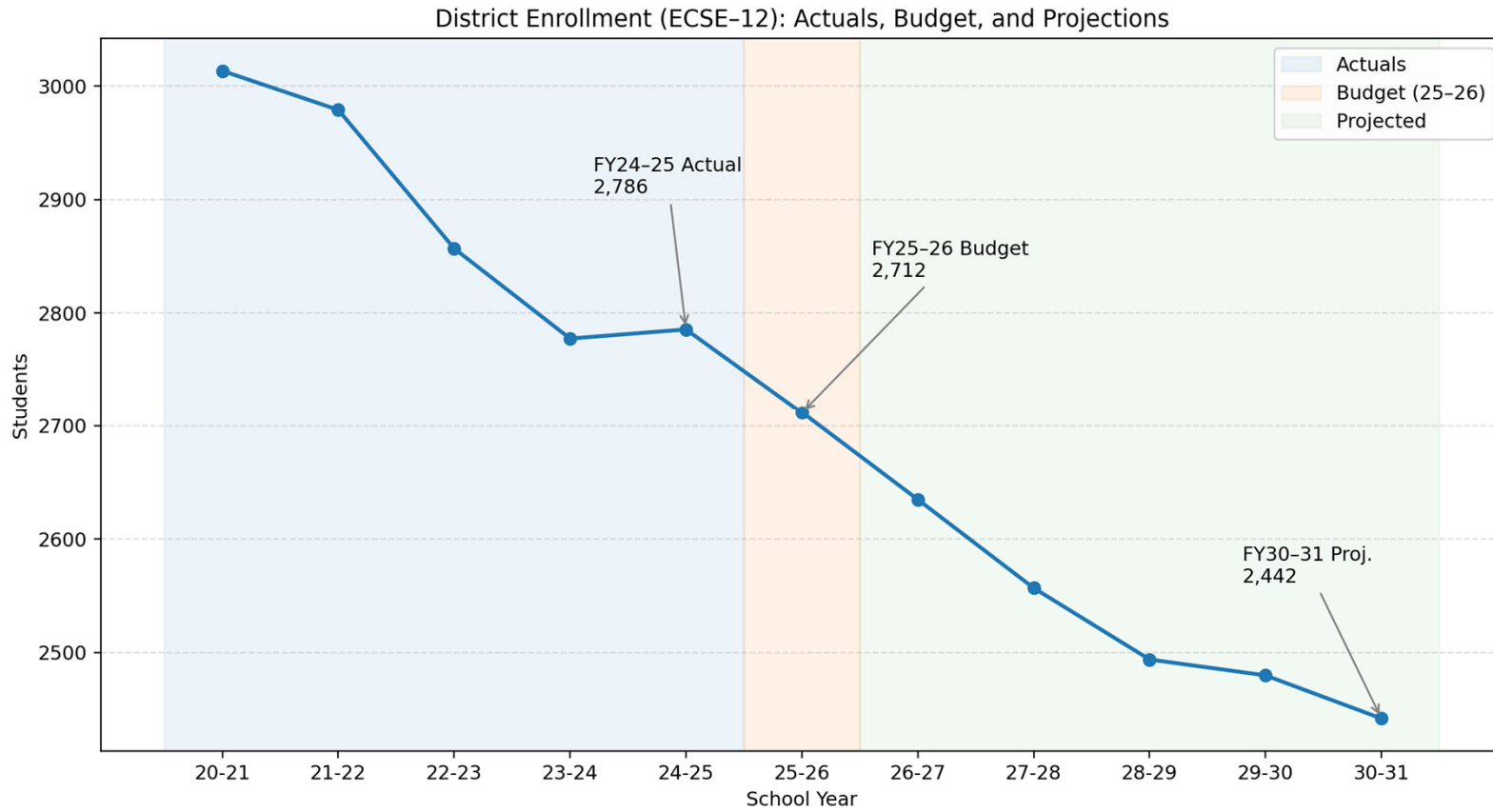
## Projected 2025–2026 Financial Overview



## Formula Allowance last 10 years



## Average Daily Membership Trends



## Revenue Adjustments and Comparison

<b>REVENUE CATEGORY</b>	<b>ADOPTED BUDGET</b>	<b>REVISED BUDGET</b>
<b>State</b>	\$38,103,836	\$38,888,027
<b>Federal</b>	\$1,227,379	\$1,311,506
<b>Property Taxes</b>	\$11,364,998	\$11,519,676
<b>Local</b>	\$1,775,904	\$1,804,010
<b>Total</b>	\$52,472,117	\$53,523,219

## Major Expenditure Adjustments and Comparison

<b>EXPENDITURE CATEGORY</b>	<b>ADOPTED BUDGET</b>	<b>REVISED BUDGET</b>
<b>Salaries &amp; Wages</b>	\$29,532,662	\$29,647,410
<b>Employee Benefits</b>	\$11,862,612	\$11,526,237
<b>Purchased Services</b>	\$7,334,922	\$7,864,653
<b>Equipment</b>	\$2,228,201	\$2,776,836
<b>Total</b>	\$52,456,733	\$53,354,131

# Budget Summary General Fund Projected Balance

	6/30/2025 Beginning Fund Balance	Revise Budget		Fund Balance Buildup/(Usage)	6/30/2026 Ending Fund Balance
		2025-26 Revenues	2025-26 Expenditures		
<b>General Fund</b>					
<b>Unassigned</b>	8,427,066	43,768,203	43,610,141	158,062	8,585,128
<b>Assigned</b>	2,958,002	719,075	591,163	127,912	3,085,914
<b>Restricted:</b>					
Student Activities	263,269	125,000	125,801	(801)	262,468
Gifted & Talented	99,861	38,446	48,554	(10,108)	89,753
Medical Assistance	-	55,000	40,707	14,293	14,293
Staff Development	-	442,427	442,427	-	-
Safe Schools	167,366	141,950	159,634	(17,684)	149,682
Operating Capital	1,201,595	1,488,281	1,638,281	(150,000)	1,051,595
Long-Term Facilities Maintenance	137,437	-	-	-	137,437
Capital Projects Levy	158,338	988,603	938,830	49,773	208,111
Flexible Benefits	16,000	21,673	24,033	(2,360)	13,640
<b>Total Restricted</b>	<b>3,971,760</b>	<b>9,035,940</b>	<b>9,152,827</b>	<b>(116,887)</b>	<b>3,854,873</b>
<b>Total General Fund</b>	<b>15,356,828</b>	<b>53,523,219</b>	<b>53,354,131</b>	<b>169,088</b>	<b>15,534,356</b>
<i>Unrestricted Fund Balance %</i>		21.30%			21.87%
<i>Unassigned Fund Balance %</i>		15.77%			16.09%
	6/30/2025 Beginning Fund Balance	Adopted Budget		Fund Balance Buildup/(Usage)	6/30/2026 Ending Fund Balance
		2024-25 Revenues	2023-24 Expenditures		
<b>General Fund</b>	<b>15,356,828</b>	<b>53,523,219</b>	<b>53,354,131</b>	<b>169,088</b>	<b>15,534,356</b>

## Projected 2025–2026 Financial Overview

- Key Financial Metrics
- Revenue: \$53,523,219
- Expenditures: \$53,354,131
- Revenue Over (Under) Expenditures: \$169,088 (Surplus)
- Fund Balance: \$15,534,356 Projected
- Assigned Fund Balance: \$6,940,787 Projected
- Unassigned Fund Balance: \$8,585,128 Projected
- Percent Unassigned: 16.1%
- Target Unassigned Fund Balance: 8.0%
- Minimum Unassigned Fund Balance: \$4,266,115
- Over Target: \$4,319,043

## Why is fund balance necessary?

- Necessary for unknown situations
- Irregular payments of state and local revenues
- State aid proration, metering of payments, tax shift, and state shut down
- Provide service to students prior to receiving funding (Special Ed)
- Mandated but not funded programs
- Higher utility costs and/or other fixed costs
- Start Up costs for new buildings
- Greater than expected inflation
- Changes in enrollment and state funding
- Higher than anticipated contract settlements
- Unanticipated deficits in other operating funds
- Costs of defending and/or settlement of a lawsuit



## Summary and Action Plan

### Budget Increase Overview

The revised budget shows a \$897,398 expenditure increase balanced by revenue adjustments to maintain financial stability.

### Headwinds

Compensatory aid, enrollment challenges.

### Approval and Communication

Next steps involve presenting the budget to the school board.

### Alignment with Strategic Goals

The revision aligns with strategic goals and emphasizes fiscal responsibility and policy compliance.



## School Board Agenda Item

**Date:** February 23, 2026

**Place on Agenda:** Regular Meeting

**Action Requested:** Acceptance

**Attachment:** None.

<b>Topic:</b> NAPAC Annual Vote of Concurrence
<b>Presenter(s):</b> Amy Winter, Executive Director of Educational Service & Natalie Tourtlotte, Assistant Director of Educational Service
<b>Background:</b>  On Monday evening, information will be presented on behalf of the Native American Parent Advisory Committee, NAPAC, regarding their vote of concurrence. The presentation will also highlight progress made toward identified goals and outline recommendations for continued work.  The School Board is required to formally accept the vote of concurrence. The Board then has 60 days to provide a written response to NAPAC. This response must be signed by the full School Board and submitted to both NAPAC and the Minnesota Department of Education.
<b>Recommendation:</b>  Administration recommends Acceptance of the NAPAC vote of concurrence.
<b>Alternatives:</b>  N/A