

**INDEPENDENT SCHOOL DISTRICT NO. 625**  
**Saint Paul, Minnesota**  
**REGULAR MEETING OF THE BOARD OF EDUCATION**  
**Administration Building**  
**360 Colborne Street**  
**Saint Paul, Minnesota 55102**

**February 20, 2024**  
**5:30 PM**

**A G E N D A**

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#BoldSubject#

**INDEPENDENT SCHOOL DISTRICT NO. 625  
BOARD OF EDUCATION  
SAINT PAUL PUBLIC SCHOOLS**

**DATE:** February 20, 2024

**TOPIC:** Acknowledgement of Good Work Provided by Students

**A. PERTINENT FACTS:**

1. The Posse Scholarship involves a rigorous three-part interview process. This scholarship covers full four-year tuition at Macalester College along with providing the support system of being in a cohort. Out of a large number of nominations, only 10 scholars were selected to receive this award this year.

Out of the 10, four are from SPPS. The 2024 Posse Scholars are:

**Dagmawit “Day” Tesfaye, Highland Park Senior High School**  
School Counselor, Kenneth Zimmerman

**William Adi Toé, Como Park Senior High School**  
School Counselor, Choua Vang

**Jolie Davis, Johnson Senior High School**  
School Counselor, Samina Ali

**Joaquin Ochocki, Johnson Senior High School**  
School Counselor, Samina Ali

The Posse model works for both students and college campuses and is rooted in the belief that a small, diverse group of talented students—a Posse—carefully selected and trained, can serve as a catalyst for individual and community development. The key to a promising future for our nation rests on the ability of strong leaders from diverse backgrounds to develop consensus solutions to complex social problems. Posse’s primary aim is to train these leaders of tomorrow.

Posse was founded in 1989 because of one student who said, “I never would’ve dropped out of college if I’d had my posse with me.” The simple idea of sending a group of students together to college so they could “back each other up” became the impetus for a program that today has identified, recruited and trained more than 10,000 students with extraordinary academic and leadership potential.

2. This item is submitted by Andrew Collins, Executive Chief of Schools & Learning.

**B. RECOMMENDATION:**

The recommendation is that the Board of Education recognizes the students acknowledged above for their contributions and outstanding work.



**INDEPENDENT SCHOOL DISTRICT NO. 625  
Saint Paul, Minnesota**

**SPECIAL MEETING OF THE BOARD OF EDUCATION  
360 Colborne Street  
Saint Paul, MN 55102**

**January 23, 2024  
4:00 p.m.**

**MINUTES**

**I. CALL TO ORDER**

The meeting was called to order at 4:01 p.m. by Chair Henderson.

**II. ROLL CALL**

Board of Education: J. Vue, H. Henderson, U. Ward, E. Valliant, C. Franco, Y. Carrillo  
C. Allen arrived at 4:32 p.m.

Administration: Superintendent Gothard, P. Pratt-Cook, T. Sager (via Teams), C. Long, S. Dahlke, J. Turner, S. Gray-Akyea, E. Wacker, A. Collins, K. Thao, A. Adams

**III. APPROVAL OF THE ORDER OF THE MAIN AGENDA**

**MOTION:** It was moved by Director Henderson, and seconded by Director Vue, to approve the order of the agenda. It passed by acclaim.

**IV. MOTION TO CLOSE MEETING**

**MOTION:** It was moved by Director Henderson and seconded by Director Carrillo that the Board of Education close the special meeting and continue the meeting as a closed meeting to discuss the matter of strategy for labor negotiations for these bargaining units, including ASAP, Educational Assistants, Principals, School and Community Service Professionals, Teachers, MMSA, PEA, AFSCME, Bus Drivers, CCEA, Custodians, Tri-Council, Electricians, Glaziers, Pipe fitters, Plumbers, Sheet Metal Workers, and Tri-Council Temps., as is provided for by Minnesota Statutes Section 13D.03. The motion passed by acclaim.

**V. NEW BUSINESS**

The Board of Education and staff discussed the matter of strategy for labor negotiations for these bargaining units, ASAP, Educational Assistants, Principals, School and Community Service Professionals, Teachers, MMSA, PEA, AFSCME, Bus Drivers, CCEA, Custodians, Tri-Council, Electricians, Glaziers, Pipe fitters, Plumbers, Sheet Metal Workers, and Tri-Council Temps., as is provided for by Minnesota Statutes Section 13D.03.

**VI. MOTION TO OPEN MEETING**

**MOTION:** It was moved by Director Henderson to conduct the remainder of this meeting as an open meeting. The motion was seconded by Director Ward. It passed by acclaim.

**VIII. ADJOURNMENT**

**MOTION:** It was moved by Director Henderson, and seconded by Director Vue, to adjourn the meeting. It passed by acclaim.

The meeting adjourned at 5:17 p.m.

For clarity and to facilitate research, these minutes reflect the order of the original Agenda and not necessarily the time during the meeting the items were discussed.

Prepared and submitted by:

Sarah Dahlke

Assistant Clerk, St. Paul Public Schools Board of Education

INDEPENDENT SCHOOL DISTRICT NO. 625  
Saint Paul, Minnesota

REGULAR MEETING OF THE BOARD OF EDUCATION  
360 Colborne Street  
Saint Paul, MN 55102, and

Available Streaming Online at [www.spps.org/boe](http://www.spps.org/boe) and Saint Paul Cable Channel 16

January 23, 2024  
5:30 p.m.

**MINUTES**

**1. CALL TO ORDER**

The meeting was called to order at 5:30 p.m. by Halla Henderson, Chair.

**2. ROLL CALL**

Board of Education: Y. Carrillo, C. Franco, E. Valliant, H. Henderson, U. Ward, J. Vue, C. Allen  
Superintendent Gothard

C. Long, General Counsel; S. Dahlke, Assistant Clerk

**3. APPROVAL OF THE ORDER OF THE MAIN AGENDA**

**MOTION:** Director Henderson moved approval of the order of the main agenda. The motion was seconded by Director Vue.

The motion was approved by roll call vote:

Director Carrillo	Yes
Director Franco	Yes
Director Valliant	Yes
Director Henderson	Yes
Director Ward	Yes
Director Vue	Yes
Director Allen	Yes

**4. RECOGNITIONS**

**BF 33572** Acknowledgement of Good Work Provided by Outstanding District Employees

1. **Dr. Abisalam Adam**, SPPS principal and former Fridley Public Schools School Board Member, received the Lighthouse Award from the Minnesota School Board Directors of Color and Indigenous (MNSBDOCI) at the annual Minnesota School Board Association (MSBA) Annual Leadership Conference on January 11, 2024.

The Lighthouse Award is an annual award given to one Black, Indigenous or Person of Color, Public School Superintendent and one Public School Board Member that has demonstrated a

commitment to racial equity in their district; this person has served as a beacon of light and hope in the journey toward racial justice in education for all students.

Dr. Adam was chosen as the 2023 School Board Lighthouse winner because he is “a proven bridge-builder among communities and has special keenness for student achievement and equitable programming in schools. He has been with Saint Paul Public Schools since 1997 as a teacher, community specialist, and administrator and is currently the principal of the newly established East African Elementary Magnet School. Dr. Adam has served on the Fridley School Board from 2018-2023 and has been a voice for BIPOC inclusion.”

The Minnesota School Board Directors of Color and Indigenous is a fellowship group comprised of various school board members from the state of Minnesota. Their mission is, “fostering excellence in good governance, supporting effective leadership, and preparing school board members from diverse communities to champion high-quality public education, while acknowledging the rich cultural and ethnic diversity of Minnesota students and families.” The group was formed in 2016 and meets monthly.

2. Saint Paul Public Schools is home to more than 25 currently certified National Board Certified Teachers (NBCT). NBCT teachers comprise fewer than 5% of all teachers nationwide. This prestigious honor requires teachers and counselors to do a thorough analysis of their practice and engage in rigorous reflection on the impact they have on students' learning. The certification is valid for five years from the date of initial certification, and must be renewed every five years through a maintenance of certification process to ensure that the educators continue to bring accomplished excellence to their classrooms and beyond.

The following educators represent the group that received certification in December 2022; as well as December 2023.

**December 2022:**

- **Keela Kuhlert**, Saint Paul Music Academy, School Counseling/Early Childhood
- **Anna Parvi**, Humboldt High School, English As A New Language/Early Adolescence Through Young Adulthood
- **Eugenia Poppa**, Harding Senior High, English As A New Language/Early Adolescence Through Young Adulthood
- **Suzanne Scheuerlein**, Humboldt High School, Mathematics/Early Adolescence

**December 2023:**

- **Susanne Maldonado**, Harding Senior High, English Language Arts/Adolescence And Young Adulthood
- **Julia Shepherd**, Harding Senior High, English Language Arts/Adolescence And Young Adulthood
- **Jamie Thompson**, Harding Senior High, Science/Adolescence And Young Adulthood

The National Board for Professional Teaching Standards was established in 1987, with the goal of recognizing accomplished educational practitioners. As a result, the National Board Certification process was developed. National Board Certification is the most respected professional certificate in the United States for Teachers, Counselors, and Library/Media Specialists, and the only certification to recognize accomplished teaching in the nation.

**5. PUBLIC COMMENT**

- |                                 |  |
|---------------------------------|--|
| 1. <u>Olive Mulligan-Locket</u> | Extra support for students and teachers at GAP               |
| 2. <u>Sara Nelson</u>           | Issues at GAP  |
| 3. <u>Yia Thao</u>              | Txuj Ci Lower  |
| 4. <u>Lisa Zinnel</u>           | Concerns re: Global Arts Plus                                |
| 5. <u>Kira Appelhans</u>        | Communication and student safety at child's school           |
| 6. <u>Thomas Lucy</u>           | SPPS and Environmental Sustainability efforts                |
| 7. <u>Casey Ulrich</u>          | Climate commitments  |
| 8. <u>Leah VanDassor</u>        | SPFE mediation   |
| 9. <u>Sabrina Mauritz</u>       | Support for SPFE bargaining and climate action               |
| 10. <u>William Hill</u>         | Systemic Equity and Positive School/District culture         |
| 11. <u>Ber Yang</u>             | Txuj Ci Lower  |
| 12. <u>Alli Kildahl</u>         | Colleague support  |
| 13. <u>Mee Moua</u>             | Txuj Ci and HPAC   |
| 14. <u>Steve Ormat</u>          | Support for SPFE   |
| 15. <u>Claire Linesh</u>        | Healthy communities and collective actions; support for SPFE |

**6. APPROVAL OF THE ORDER OF THE CONSENT AGENDA**

**MOTION:** Director Henderson moved approval of the Order of the Consent Agenda with item 2-f, Request to Authorize American Rescue Plan (ARP) FY 2023-24 Awards for Community Partners Request for Proposal (RFP) A22-2156 FY 2022-24, pulled for separate consideration. The motion was seconded by Director Allen.

The motion was approved by roll call vote:

Director Carrillo	Yes
Director Franco	Yes
Director Valliant	Yes
Director Henderson	Yes
Director Ward	Yes
Director Vue	Yes
Director Allen	Yes

**7. APPROVAL OF THE MINUTES**

- A. Minutes of the Special Meeting of the Board of Education of December 19, 2023
- B. Minutes of the Regular Meeting of the Board of Education of December 19, 2023
- C. Minutes of the Annual Meeting of the Board of Education of January 9, 2024

**MOTION:** Director Henderson moved approval of the Minutes of the Special Meeting of the Board of Education of December 19, 2023; Minutes of the Regular Meeting of the Board of Education of December 19, 2023; and the Minutes of the Annual Meeting of the Board of Education of January 9, 2024. The motion was seconded by Director Carrillo.

The motion was approved by roll call vote:

Director Carrillo	Yes
Director Franco	Yes

Director Valliant	Yes
Director Henderson	Yes
Director Ward	Yes
Director Vue	Yes
Director Allen	Yes

## 8. COMMITTEE REPORTS

### A. Minutes of the Committee of the Board Meeting of January 9, 2024

At the Committee of the Board Meeting on January 9, 2024, Superintendent Gothard welcomed everyone to the meeting and provided a brief update on the return of yellow buses, including to Como Park Senior High School following Winter Break. Board members thanked him and the team for their work, and in listening to the concerns of families on this issue.

The first presentation focused on the Upcoming Certificates of Participation Sale of Bonds, including background information, requirements, information on Review and Comment for future projects, next steps for the Certificates of Participation sale, and the school construction projects that will be funded by this sale of COPs. Discussion on this presentation included questions on the timeline of the results of the sale, and the interest rates.

The next presentation included discussion of the SPPS proposed 2024 legislative agenda. Included within the agenda are items such as:

- Legislative agenda items from the 2023 Agenda which were not enacted.
- “Clean” up provisions relating to 2023 Legislative enactments.
- New Policy Provisions annotated to indicate alignment with AMSD
- New Finance Provisions

Discussion on this presentation included the need for a long-term budget to offset equity problems, clarifying language on the use of physical restraints, and further information on the hold harmless discussion. Questions also focused on the vision to build beyond the gaps that are being filled, and questions around how the district can work with our partners and legislatures, as well as frustration in continuing to only see the holes being filled, and we need to ask at what point is the expectation that revenue streams will be sustainable and efficient. Further clarification was also provided on the Minnesota Department of Health and Medicaid items within the agenda, as well as questions around the formulas and modeling of the metrics, including those formulas that may not include factors such as housing and fuel prices. Board members also requested information around unemployment insurance and other unfunded mandates, and future communications on this topic. Discussion also included ways in which board members can help to advocate through their relationships with other elected officials and approaching situations on school-related issues that may not be on the proposed agenda. Board members also requested to be informed about conversations in order to leverage their power in this area and at the legislature.

Following the adjournment of the meeting, the Board conducted a work session regarding the planning of an upcoming Board Retreat.

**MOTION:** Director Ward moved to accept the report on the December 5, 2023 Committee of the Board meeting and approve the recommended motions and minutes of that meeting as published. The motion was seconded by Director Vue.

The motion was approved by roll call vote:

Director Carrillo	Yes
Director Franco	Yes
Director Valliant	Yes
Director Henderson	Yes
Director Ward	Yes
Director Vue	Yes
Director Allen	Yes

## 9. FUTURE MEETING SCHEDULE

### A. Board of Education Meetings (5:30 p.m. unless otherwise noted)

- 2024
  - February 20
  - March 19
  - April 23
  - May 21
  - June 11 (Special Meeting – Non-Renewals) | 4:00 p.m. | Conference Room 5A
  - June 18
  - July 16
  - August 20
  - September 17
  - October 22
  - November 19
  - December 17

### B. Committee of the Board Meetings (4:30 p.m. unless otherwise noted)

- 2024
  - February 6
  - March 6 - Wednesday
  - April 3 - Wednesday
  - May 7
  - June 11
  - August 7 – Wednesday
  - September 10
  - October 8
  - November 6 – Wednesday
  - December 3

## 10. SUPERINTENDENT'S ANNOUNCEMENTS

Superintendent Gothard began the meeting by highlighting Black History Month, and that SPPS sponsors, honors, and celebrates National African-American Parent Involvement Day. He encouraged the Board and community to visit the website at [www.spps.org/naapid](http://www.spps.org/naapid), which includes the history of this important day. He encouraged parents and families to visit their child's school, see their school day, and support their educational future. He also reviewed an overview of NAAPID, including to promote parent and family involvement, address the achievement gap, promote and provide strategies of education for PreK to college. He shared information about the district-sponsored events, including the events on Monday,

February 12<sup>th</sup> at Benjamin E. Mays Elementary School, beginning at 5:30 p.m., with space and activities for all, and it will be a great event to celebrate our students.

He also provided a brief update on College Bound Saint Paul, and the City's effort to create a \$50 college savings account for all children born in Saint Paul. The first cohort of children is now entering PreK, and he noted an update by SPPS at a recent fundraising meeting by Carita Green and Beth Coleman in our Office of Teaching and Learning. College Bound Saint Paul almost completely aligns with SPPS Achieves and our Personalized Learning Plans, and how to serve students in the district. He provided his own experiences as a first-generation college student, and to think about how a community can believe in our children, and their hopes and dreams. He encouraged all to attend both the NAAPID event, as well as become involved with College Bound Saint Paul to inspire students to think critically, pursue their dreams and change the world.

Director Henderson noted this is wonderful work and she is happy to hear this update about College Bound Saint Paul. Director Franco noted he is also interested in College Bound Saint Paul and is interested in our plans and continued partnership for financial empowerment, collaboration, and wealth-building in the PreK-12 curriculum, and is interested to hear further updates.

## **11. AGENDA ITEMS THAT REQUIRE BOARD ACTION**

### **1. Consent Agenda**

**MOTION:** Director Henderson moved approval of all items within the consent agenda withholding item 2-f, Request to Authorize American Rescue Plan (ARP) FY 2023-24 Awards for Community Partners Request for Proposal (RFP) A22-2156 FY 2022-24, for separate consideration. Director Ward seconded the motion.

The motion was approved by roll call vote:

Director Carrillo	Yes
Director Franco	Yes
Director Valliant	Yes
Director Henderson	Yes
Director Ward	Yes
Director Vue	Yes
Director Allen	Yes

### **1. Gifts**

#### **BF 33573** Acceptance of Gift from MN Vikings

That the Board approve the funds from MN Vikings in the amount of \$10,000.00 to be used on students' supplies, field trips, etc.

#### **BF 33574** Acceptance of Donation to Highland Park Middle School

That the Board authorize the Superintendent (designee) to accept the donated gift of \$5,000.00 to Highland Park Middle School.

### **2. Grants**



**BF 33575** Request for Permission to Accept a Grant from the Ecolab Foundation

The Board of Education authorizes the Superintendent (designee) to accept a grant from the Ecolab Foundation to support relationship building for teachers through team building activities as well as transportation support ; to accept funds; and to implement the project as specified in the award documents.

**BF 33576** Request for Permission to Submit Applications to the Minnesota Department of Natural Resources' No Child Left Inside Grant

That the Board of Education authorize the Superintendent (designee) to submit grants to the Minnesota Department of Natural Resources' No Child Left Inside grant program; to accept funds; and to implement the project as specified in the award documents.

**BF 33577** Request for Permission to Submit a Grant to the Minnesota Department of Education's National School Lunch Program Equipment Grant

That the Board of Education authorize the Superintendent (designee) to submit a grant to the Minnesota Department of Education's National School Lunch Program Equipment Grant program; to accept funds; and to implement the project as specified in the award documents.

**BF 33578** Resolution Supporting the City of Saint Paul's Application for a MN Department of Transportation Safe Routes to School Infrastructure Grant

That the Board of Education authorize the Superintendent (designee) to support this resolution alongside the City of Saint Paul's application to the MN Department of Transportation's Safe Routes to School Infrastructure Grant.

**BF 33579** Request for Permission to Accept a Grant from the Lillian Wright and C. Emil Berglund Foundation

That the Board of Education authorize the Superintendent (designee) to accept a grant from the Lillian Wright and C. Emil Berglund Foundation and to implement the project as specified in the award documents.

3. Contracts

**BF 33580** Adjusting Total Budget Amount for Pro-Care Contract

That the Board of Education authorize the Superintendent (designee) to approve the proposed amendments to the contract with ProCare Therapy.

**BF 33581** Request to sign the Amendment to the Minnesota State University - Mankato and SPPS Contract pertaining to School Counseling Interns and Practicum Students

That the Board of Education authorize the Superintendent (designee) to sign the Amendment to Contract #22-1548 between Saint Paul Public Schools and MSU-Mankato.

**BF 33582** Approval for a Contract that Exceeds \$175,000 with Truity Partners LLC

That the Board of Education authorize the Superintendent (designee) to execute a contract amendment to add \$175,000 to the existing contract with Truity Partners LLC and extend the term to 12/31/2024.

#### 4. Agreements

**BF 33583** Request to Sign Student Teaching Agreement with Grand Canyon University

That the Board of Education authorize the Superintendent (designee) to sign the Student Teaching Agreement between Saint Paul Public Schools and Grand Canyon University.

**BF 33584** Request to Sign the Memorandum of Understanding between 3M and SPPS pertaining to the STEP Program

That the Board of Education authorize the Superintendent (designee) to sign the Memorandum of Understanding with 3M.

**BF 33585** Request to Sign the Agreement between Keystone Community Services and SPPS

That the Board of Education authorize the Superintendent (designee) to sign the Agreement with Keystone Services.

**BF 33586** Request to authorize Memorandum of Understanding between Independent School District No. 625 and the St. Paul Federation of Educators, exclusive representative for members of the Licensed Staff Bargaining Unit, Educational Assistant Bargaining Unit, and Community Support Professionals Bargaining Unit

That the Board of Education approve and adopts the E-Learning Plan as presented.

#### 5. Administrative Items

**BF 33587** Monthly Operating Authority

That the Board of Education approve and ratify the following checks and electronic transfers for the period November 1, 2023 – November 30, 2023

(a) General Account	#767063-768044	\$69,225,102.84
	#0005066-0005105	
	#7004998-7005029	
	#0009241-0009397	
(b) Construction Payments	- 0 -	\$6,918, 944.46
(c) Debt Service	- 0 -	<u>0.00</u>
		\$76,144,047.30

Included in the above disbursements are two payrolls in the amount of \$44,832,957.32 and overtime of \$262,334.36 or 0.59% of payroll.

(d) Collateral Changes

Released: None

Additions: None

That the Board of Education further authorize payment of properly certified cash disbursements including payrolls, overtime schedules, compensation claims, and claims under the Worker's Compensation Law falling within the period ending May 31, 2024.

**BF 33588** Recommendations for Exclusion of Students Non-Compliant with Minnesota Statute 121A.15 Health Standards: Immunizations

That the Board of Education exclude noncompliant student(s) from school(s) effective January 31, 2024, should they not comply with Minnesota State Health Standards for Immunizations on or before this date.

**Human Resources Transactions**

**BF 33589** Transactions for December 1 – December 31, 2023

**BF 33590** Facilities Department FY24 Purchases over \$175,000

That the Board of Education authorize the purchases listed for the Facilities Department anticipated to be over the \$175,000.

**BF 33591** Minnesota Department of Education Review and Comment – Farnsworth Aerospace Upper HVAC Replacement (Project # 1030-23-01)

That the Board of Education sign the Review and Comment Checklist Attachment 1 and authorize the Executive Director of Operations and Administration to submit the Farnsworth Aerospace Upper HVAC Replacement (Project # 1030-23-01) review and comment document to the Minnesota Department of Education for evaluation and authorization of the work.

**BF 33592** Phase Gate Approval of the FY24 Flooring Replacement Program at Johnson High School, Farnsworth Upper, and Battle Creek Middle School (Project # 0225-24-01): Gate #3 – Project Budget

That the Board of Education approve the FY24 Flooring Replacement Program at Johnson High School, Farnsworth Upper, and Battle Creek Middle School project (Project # 0225-24-01) at Phase Gate Check #3 – Project Budget; setting the final project budget at \$2,100,000 and indicating direction to proceed with construction bidding.

**BF 33593** Phase Gate Approval of the Plumbing Plus project at Wheelock Early Learning Center, Eastern Heights Elementary, L'Etoile du Nord Upper, Groveland Elementary, Hubbs Center, Focus Beyond, John A. Johnson, Griffin Stadium, Dayton's Bluff, Highwood Hills, and Student Placement Center (Project # 0551-23-01): Gate #3 – Project Budget

That the Board of Education approve the Plumbing Plus project at Wheelock Early Learning Center, Eastern Heights Elementary, L'Etoile du Nord Upper, Groveland Elementary, Hubbs Center, Focus Beyond, John A. Johnson, Griffin Stadium, Dayton's Bluff, Highwood Hills, and Student Placement Center project (Project # 0551-23-01) at Phase Gate Check #3 – Project Budget; setting the final project budget at \$1,765,000 and indicating direction to proceed with construction bidding.

**BF 33594** Phase Gate Approval of the FY24 A/V Replacement Program at Washington Technology Magnet and Journeys Secondary School (Project # 0680-24-01): Gate #3 – Project Budget

That the Board of Education approve the FY24 A/V Replacement Program at Washington Technology Magnet and Journeys Secondary School project (Project # 0680-24-01) at Phase Gate Check #3 – Project Budget; setting the final project budget at \$2,500,000 and indicating direction to proceed with construction bidding.

6. Bids

**BF 33595** Phase Gate Approval of the Como Park Senior Athletics (Project # 4110-23-01): Gate #4 - Contract Award

That the Board of Education approve the award of Bid No. A24-4336-JG for the Como Park Senior Athletics project (Project # 4110-23-01) to Bituminous Roadways, Inc. for a lump sum base bid of \$341,768.

**BF 33596** Phase Gate Approval of the Highland Park Senior High Athletic Improvements (Project # 3082-23-01): Gate #4 - Contract Award for General Contracting

That the Board of Education approve the award of Bid No. A24-4335-JG for the Highland Park Senior High Athletic Improvements project (Project # 3082-23-01) to Peterson Companies for a lump sum base bid of \$2,886,800.

**BF 33597** Phase Gate Approval of the Highland Park Senior High Athletic Improvements (Project # 3082-23-01): Gate #4 - Contract Award for Paving

That the Board of Education approve the award of paving for the track surfacing and artificial turf for the Highland Park Senior High Athletic Improvements project (Project # 3082-23-01) to Bituminous Roadways, Inc. for a lump sum base bid of \$289,218.

**BF 33598** Phase Gate Approval of the Highland Park Senior High Athletic Improvements (Project # 3082-23-01): Gate #4 - Contract Award for Track Surfacing and Artificial Turf

That the Board of Education approve the award of track surfacing and artificial turf for the Highland Park Senior High Athletic Improvements project (Project # 3082-23-01) to FieldTurf USA for a lump sum base bid of \$1,131,819.

**BF 33599** Phase Gate Approval of the Highland Park Middle School Entry Addition and Renovation Project WS 0330 (Project #3081-23-01): Gate #4 - Contract Award

That the Board of Education approve the award of Bid No. A24-4181-JG for the Highland Park Middle School Entry Addition and Renovation project (Project #3081-23-01) to Northland Concrete and Masonry, LLC for a lump sum base bid plus Alternates #1 of \$1,384,200.

**BF 33600** Phase Gate Approval of the Highland Park Middle School Entry Addition and Renovation Project WS 03A (Project #3081-23-01): Gate #4 - Contract Award

That the Board of Education approve the award of Bid No. A24-4297-JG for the Highland Park Middle School Entry Addition and Renovation project (Project #3081-23-01) to B&D Associates for a lump sum base bid plus Alternates #7 of \$2,417,300.

**BF 33601** Phase Gate Approval of the Highland Park Middle School Entry Addition and Renovation Project WS 05A (Project #3081-23-01): Gate #4 - Contract Award

That the Board of Education approve the award of Bid No. A24-4298-JG for the Highland Park Middle School Entry Addition and Renovation project (Project #3081-23-01) to JRK Steel, Inc. for a lump sum base bid of \$750,788.

**BF 33602** Phase Gate Approval of the Highland Park Middle School Entry Addition and Renovation Project WS 05B (Project #3081-23-01): Gate #4 - Contract Award

That the Board of Education approve the award of Bid No. A24-4299-JG for the Highland Park Middle School Entry Addition and Renovation project (Project #3081-23-01) to High Five Erectors II, Inc. for a lump sum base bid of \$565,750.

**BF 33603** Phase Gate Approval of the Highland Park Middle School Entry Addition and Renovation Project WS 06A (Project #3081-23-01): Gate #4 - Contract Award

That the Board of Education approve the award of Bid No. A24-4300-JG for the Highland Park Middle School Entry Addition and Renovation project (Project #3081-23-01) to Reiling Construction Company, Inc for a lump sum base bid of \$1,108,228.

**BF 33604** Phase Gate Approval of the Highland Park Middle School Entry Addition and Renovation Project WS 07F (Project #3081-23-01): Gate #4 - Contract Award

That the Board of Education approve the award of Bid No. A24-4301-JG for the Highland Park Middle School Entry Addition and Renovation project (Project #3081-23-01) to Nordstrom Architectural Sheet Metal for a lump sum base bid of \$1,777,000.

**BF 33605** Phase Gate Approval of the Highland Park Middle School Entry Addition and Renovation Project WS 08A (Project #3081-23-01): Gate #4 - Contract Award

That the Board of Education approve the award of Bid No. A24-4304-JG for the Highland Park Middle School Entry Addition and Renovation project (Project #3081-23-01) to Bredemus Hardware Company, Inc. for a lump sum base bid of \$378,829.

**BF 33606** Phase Gate Approval of the Highland Park Middle School Entry Addition and Renovation Project WS 08F (Project #3081-23-01): Gate #4 - Contract Award

T That the Board of Education approve the award of Bid No. A24-4305-JG for the Highland Park Middle School Entry Addition and Renovation project (Project #3081-23-01) to Envision Glass, Inc. for a lump sum base bid of \$1,599,000.

**BF 33607** Phase Gate Approval of the Highland Park Middle School Entry Addition and Renovation Project WS 09A (Project #3081-23-01): Gate #4 - Contract Award

That the Board of Education approve the award of Bid No. A24-4306-JG for the Highland Park Middle School Entry Addition and Renovation project (Project #3081-23-01) to Mulcahy Nickolaus, LLC for a lump sum base bid of \$1,342,800.

**BF 33608** Phase Gate Approval of the Highland Park Middle School Entry Addition and Renovation Project WS 09B (Project #3081-23-01): Gate #4 - Contract Award

That the Board of Education approve the award of Bid No. A24-4308-JG for the Highland Park Middle School Entry Addition and Renovation project (Project #3081-23-01) to CD Tile and Stone, Inc. for a lump sum base bid of \$661,000.

**BF 33609** Phase Gate Approval of the Highland Park Middle School Entry Addition and Renovation Project WS 09C (Project #3081-23-01): Gate #4 - Contract Award

That the Board of Education approve the award of Bid No. A24-4308-JG for the Highland Park Middle School Entry Addition and Renovation project (Project #3081-23-01) to Twin City Acoustics, Inc for a lump sum base bid of \$702,968.

**BF 33610** Phase Gate Approval of the Highland Park Middle School Entry Addition and Renovation Project WS 09D (Project #3081-23-01): Gate #4 - Contract Award

That the Board of Education approve the award of Bid No. A24-4309-JG for the Highland Park Middle School Entry Addition and Renovation project (Project #3081-23-01) to Henricksen & Company, Inc. for a lump sum base bid of \$1,033,000.

**BF 33611** Phase Gate Approval of the Highland Park Middle School Entry Addition and Renovation Project WS 09K (Project #3081-23-01): Gate #4 - Contract Award

That the Board of Education approve the award of Bid No. A24-4312-JG for the Highland Park Middle School Entry Addition and Renovation project (Project #3081-23-01) to Mulcahy Nickolaus, LLC for a lump sum base bid plus Alternates #7 of \$303,937.

**BF 33612** Phase Gate Approval of the Highland Park Middle School Entry Addition and Renovation Project WS 11F (Project #3081-23-01): Gate #4 - Contract Award

That the Board of Education approve the award of Bid No. A24-4313-JG for the Highland Park Middle School Entry Addition and Renovation project (Project #3081-23-01) to South-Town, Inc. for a lump sum base bid of \$1,136,493.

**BF 33613** Phase Gate Approval of the Highland Park Middle School Entry Addition and Renovation Project WS 21A (Project #3081-23-01): Gate #4 - Contract Award

That the Board of Education approve the award of Bid No. A24-4314-JG for the Highland Park Middle School Entry Addition and Renovation project (Project #3081-23-01) to Nasseff Mechanical Contractors, Inc for a lump sum base bid of \$339,500.

**BF 33614** Phase Gate Approval of the Highland Park Middle School Entry Addition and Renovation Project WS 23B (Project #3081-23-01): Gate #4 - Contract Award

That the Board of Education approve the award of Bid No. A24-4315-JG for the Highland Park Middle School Entry Addition and Renovation project (Project #3081-23-01) to Thelen Heating & Roofing, Inc for a lump sum base bid plus Alternates #4 of \$3,841,000.

**BF 33615** Phase Gate Approval of the Highland Park Middle School Entry Addition and Renovation Project WS 26A (Project #3081-23-01): Gate #4 - Contract Award

That the Board of Education approve the award of Bid No. A24-4316-JG for the Highland Park Middle School Entry Addition and Renovation project (Project #3081-23-01) to NAC Mechanical and Electrical Services for a lump sum base bid plus Alternates #2, 3, 4, 5 & 7 of \$2,900,000.

**BF 33616** Phase Gate Approval of the Highland Park Middle School Entry Addition and Renovation Project WS 31A (Project #3081-23-01): Gate #4 - Contract Award

That the Board of Education approve the award of Bid No. A24-4317-JG for the Highland Park Middle School Entry Addition and Renovation project (Project #3081-23-01) to Rachel Contracting, LLC for a lump sum base bid plus Alternate #7 of \$1,201,000.

**BF 33617** Phase Gate Approval of the Highland Park Middle School Entry Addition and Renovation Project WS 32A (Project #3081-23-01): Gate #4 - Contract Award

That the Board of Education approve the award of Bid No. A24-4319-JG for the Highland Park Middle School Entry Addition and Renovation project (Project #3081-23-01) to Park Construction Company for a lump sum base bid plus Alternates #7 of \$491,042.

**BF 33618** Phase Gate Approval of the Maxfield Elementary Playground Replacement (Project # 4180-24-01): Gate #4 - Contract Award

That the Board of Education approve the award of playground equipment and surfacing for the Maxfield Elementary Playground Replacement project (Project # 4180-24-01) to Flagship Recreation for a lump sum base bid of \$316,629.

**BF 33619** Phase Gate Approval of the Barack and Michelle Obama School Addition and Renovation Project WS 0330 (Project #3210-23-01): Gate #4 - Contract Award

That the Board of Education approve the award of Bid No. A24-4181-JG for the Barack and Michelle Obama School Addition and Renovation project (Project #3210-23-01) to Northland Concrete and Masonry, LLC for a lump sum base bid plus Alternates #1 of \$1,384,200.

**BF 33620** Phase Gate Approval of the Barack and Michelle Obama School Addition and Renovation Project WS 0420 (Project #3210-23-01): Gate #4 - Contract Award

That the Board of Education approve the award of Bid No. A24-4182-JG for the Barack and Michelle Obama School Addition and Renovation project (Project #3210-23-01) to Restoration and Construction, LLC for a lump sum base bid plus of \$650,000.

**BF 33621** Phase Gate Approval of the Barack and Michelle Obama School Addition and Renovation Project WS 0510 (Project #3210-23-01): Gate #4 - Contract Award

That the Board of Education approve the award of Bid No. A24-4183-JG for the Barack and Michelle Obama School Addition and Renovation project (Project #3210-23-01) to High Five Erectors II, Inc. for a lump sum base bid of \$521,575.

**BF 33622** Phase Gate Approval of the Barack and Michelle Obama School Addition and Renovation Project WS 0750 (Project #3210-23-01): Gate #4 - Contract Award

That the Board of Education approve the award of Bid No. A24-4187-JG for the Barack and Michelle Obama School Addition and Renovation project (Project #3210-23-01) to Central Roofing for a lump sum base bid of \$1,989,150.

**BF 33623** Phase Gate Approval of the Barack and Michelle Obama School Addition and Renovation Project WS 0790 (Project #3210-23-01): Gate #4 - Contract Award

That the Board of Education approve the award of Bid No. A24-4188-JG for the Barack and Michelle Obama School Addition and Renovation project (Project #3210-23-01) to Carciofini Company for a lump sum base bid of \$388,700.

**BF 33624** Phase Gate Approval of the Barack and Michelle Obama School Addition and Renovation Project WS 0810 (Project #3210-23-01): Gate #4 - Contract Award

That the Board of Education approve the award of Bid No. A24-4189-JG for the Barack and Michelle Obama School Addition and Renovation project (Project #3210-23-01) to Bredemus Hardware, Inc. for a lump sum base bid of \$1,090,747.

**BF 33625** Phase Gate Approval of the Barack and Michelle Obama School Addition and Renovation Project WS 0840 (Project #3210-23-01): Gate #4 - Contract Award

That the Board of Education approve the award of Bid No. A24-4191-JG for the Barack and Michelle Obama School Addition and Renovation project (Project #3210-23-01) to Northern Glass & Glazing for a lump sum base bid of \$929,000.

**BF 33626** Phase Gate Approval of the Barack and Michelle Obama School Addition and Renovation Project WS 0920 (Project #3210-23-01): Gate #4 - Contract Award

That the Board of Education approve the award of Bid No. A24-4192-JG for the Barack and Michelle Obama School Addition and Renovation project (Project #3210-23-01) to Commercial Drywall, Inc. for a lump sum base bid of \$2,886,550.

**BF 33627** Phase Gate Approval of the Barack and Michelle Obama School Addition and Renovation Project WS 0930 (Project #3210-23-01): Gate #4 - Contract Award

That the Board of Education approve the award of Bid No. A24-4193-JG for the Barack and Michelle Obama School Addition and Renovation project (Project #3210-23-01) to Grazzini Brothers and Company for a lump sum base bid of \$839,500.

**BF 33628** Phase Gate Approval of the Barack and Michelle Obama School Addition and Renovation Project WS 0990 (Project #3210-23-01): Gate #4 - Contract Award

That the Board of Education approve the award of Bid No. A24-4198-JG for the Barack and Michelle Obama School Addition and Renovation project (Project #3210-23-01) to Steinbrecher Painting Company for a lump sum base bid of \$603,800.

**BF 33629** Phase Gate Approval of the Barack and Michelle Obama School Addition and Renovation Project WS 1140 (Project #3210-23-01): Gate #4 - Contract Award

That the Board of Education approve the award of Bid No. A24-4200-JG for the Barack and Michelle Obama School Addition and Renovation project (Project #3210-23-01) to Culinex for a lump sum base bid of \$786,903.

**BF 33630** Phase Gate Approval of the Barack and Michelle Obama School Addition and Renovation Project WS 3100 (Project #3210-23-01): Gate #4 - Contract Award

That the Board of Education approve the award of Bid No. A24-4208-JG for the Barack and Michelle Obama School Addition and Renovation project (Project #3210-23-01) to Urban Companies, LLC for a lump sum base bid of \$669,000.

**BF 33631** Phase Gate Approval of the Barack and Michelle Obama School Addition and Renovation Project WS 3210 (Project #3210-23-01): Gate #4 - Contract Award



That the Board of Education approve the award of Bid No. A24-4208-JG for the Barack and Michelle Obama School Addition and Renovation project (Project #3210-23-01) to McNamara Contracting, Inc. for a lump sum base bid of \$177,000.

**BF 33632** Phase Gate Approval of the Barack and Michelle Obama School Addition and Renovation Project WS 3290 (Project #3210-23-01): Gate #4 - Contract Award

That the Board of Education approve the award of Bid No. A24-4209-JG for the Barack and Michelle Obama School Addition and Renovation project (Project #3210-23-01) to Peterson Companies, Inc. for a lump sum base bid of \$220,400.

**BF 33633** Phase Gate Approval of the Barack and Michelle Obama School Addition and Renovation Project WS 3300 (Project #3210-23-01): Gate #4 - Contract Award

That the Board of Education approve the award of Bid No. A24-4210-JG for the Barack and Michelle Obama School Addition and Renovation project (Project #3210-23-01) to St. Paul Utilities and Excavating, Inc. for a lump sum base bid of \$327,000.

**BF 33634** Phase Gate Approval of the Bruce Vento Elementary - New Construction Project WS 27B, 28A & 28B (Project #1020-22-01): Gate #4 - Contract Award

That the Board of Education approve the combined award of Bid No. A24-4017-JG, A24-4018-JG, & A24-4019 for the Bruce Vento Elementary - New Construction Project (Project #1020-22-01) to Pulse Electric for a lump sum base bid of \$655,309.

## 7. Change Orders

### ITEMS PULLED FOR SEPARATE CONSIDERATION

**BF 33635** Request to Authorize American Rescue Plan (ARP) FY 2023-24 Awards for Community Partners Request for Proposal (RFP) A22-2156 FY 2022-24

It was noted that Director Franco pulled this item for separate discussion. He appreciates the district's investment in community organizations and recognizes the partnership we hold in the space is important and the ways in which we leverage partnerships within the community. He appreciated the work and recognizes it in this large-scale investment and grant management that is impressive to our school district, and thanked the team for their work in this space over the last two years. He noted that he does intend on voting yes on this item, but does have a few questions.

He noted questions on an update on the list of current awardees included in the original RFP, and a brief overview of that process and those details. Superintendent Gothard provided context on this topic, and ways in which this additional funding will be used to both address math and literacy in SPPS with the additional funds, as well as wanting to help the community to help the district, which led to the creation of the Office of Innovation. It was not only important to the District to help our community organizations, but was also personal to Dr. Gothard, as he serves on board and knows their struggles, and the benefits that these funds could provide to them, as well as to our students.

Chief Turner noted that the community agencies included in this item are being brought to the Board for several reasons – some of them have grants that increased, or some may have decreased, and some have shown capacity to show more support for more students, or increase in the number of schools they can

serve. Some organizations may have decreased as they didn't have capacity as detailed within the initial contract, or moved to a smaller group.

After the end of the first fiscal year, which ended June 30, we are meeting with community partners on an ongoing basis and programs, with monitoring in the Office of Family Engagement and Community Partnerships, with staff supporting our community-based organizations and learning about their capacity. Throughout that process, some agencies requested more, or some were not able to meet the contract terms and needed to modify their contract. There are not additional overall allocations, and we are staying within the allocated funds to community organizations, but contracts are being modified and there are new contracts before the Board. There will also be a full ARP report next month with budgetary details and work of our partners.

Director Franco requested information about the monitoring, and the matrix used to assess each agency. Chief Turner noted that the monitors primarily are looking at capacity and numbers of students served by each, as well as the deliverables originally listed in the contract and the current work. Within finances, we are also able to monitor based on their invoices.

Director Franco also noted he appreciated the want and need to support our community-based agencies, and opportunities to extend the school day. He noted that with the expiration of ARP funds, he wants to ensure there are plans and intentions to determine other ways to support these organizations, and leveraging our existing district resources and longer-standing partnerships to continue to build upon.

Director Franco also requested information on additional allocations for agencies based on the contract. Chief Turner noted that for some of the partners, we went back to the initial process to see if there were gaps in service areas or content areas, or grade levels, subjects, or mental health supports, and went back and increased capacity. There is about \$500,000 to reallocate, and that was dispersed to a number of agencies.

Superintendent Gothard noted that the Office of Innovation is taking the larger grant and the structure of it, and that Dana Abrams, Director of Office of Family Engagement and Community Partnerships, and her team have worked diligently to implement the ability to use these funds and agencies and the district have benefitted from her work, and also thanked Aquanetta Speed, Assistant Director – their work has been outstanding.

Director Vue noted questions around the time for the partners listed in this agenda item to demonstrate their deliverables, or if it will be different based on the progress monitoring. Chief Turner noted the agencies included in this agenda item are believed to have capacity to increase services, or adding additional schools or students to their caseload or activities, and have the capacity to complete the deliverables in the allotted time until September 2024, as some summer activities are included as well.

Director Carrillo noted questions about the mechanisms to understand ways in which the money is being spent and handled. Superintendent Gothard noted that it is an invoice reimbursement process, and the invoice is based on the deliverables outlined in the contract. Invoices may asked to be revised and resubmitted as well.

Director Henderson noted questions about what we have learned or bringing forward in the future to ensure our needs are realistic and grounded in the capacity of our partners. Administration responded that there is an after-action with our community-based agencies, and with Office of Innovation, Finance, and OFECP,

and reviewing what we have learned, including workforce shortages, and a certain level of infrastructure in delivering our resources, and the potential of a grants partner for technical assistance.

**MOTION: Director Henderson moved:**

**1. That the Board of Education accept the Community Partners ARP Grant recipients for the School Year (SY) 2023-24 and Summer 2024.**

**2. That the Board of Education authorize the Superintendent (designee) to award Community Partners ARP Grant recipients for the School Year (SY) 2023-24 and Summer 2024.**

**Director Franco seconded the motion.**

The motion was approved by roll call vote:

Director Carrillo	Yes
Director Franco	Yes
Director Valliant	Yes
Director Henderson	Yes
Director Ward	Yes
Director Vue	Yes
Director Allen	Yes

#### **FURTHER AGENDA ITEMS THAT REQUIRE BOARD ACTION**

##### **1. Discharging Restrictive Covenants In SPPS Property**

Superintendent Gothard then welcomed Tom Parent, Executive Director of Administration and Operations, to present this topic. The objectives were reviewed, including:

- To share information on the history of restrictive covenants in property titles in St. Paul and how they intersect with property that the school district owns
- To authorize the Superintendent to take the actions necessary to discharge a racial covenant discovered on one of our properties

The definition of restrictive covenants was reviewed, including that restrictive covenants are clauses that were inserted into property deeds to prevent certain people from buying or occupying land based on their race, faith, or nation of origin; were legally enforceable contracts; and embraced by the real estate industry and homeowners across the country.

The history of restrictive covenants was also shared, including that they were first used in Minnesota in 1910, and that Minnesota state laws outlawed new anti-Semitic covenants in 1919; new covenants discriminating against religious faith, creed, race or color in 1953; and all covenants discriminating against protected classes in 1963; as well as the Fair Housing Act of 1968 made all protected class restrictive covenants illegal and unenforceable across the country.

The impacts of restrictive covenants were also shared, including established residential segregation that is still part of our city; and part of creating racialized homeownership, wealth, and health gaps in cities across the country.

A map showing the racial covenants in Ramsey County was also reviewed, including the University of Minnesota has been searing Ramsey County property records since 2020; SPPS has cross-referenced existing database with all of the district properties; two potential instances; and it's possible that additional covenants could be found in the future.

The first instance reviewed was the property at 631 Albert St. N, which is currently unoccupied, and formerly LEAP High School, and Wilson High School before that. It was acquired by SPPS in 1923, and the covenant states, "No person belonging to any race except the Caucasian, shall purchase or occupy the aforesaid premises or any part thereof."

The second instance reviewed was the property located at 1557 Huron Street, which is currently Chelsea Heights Elementary, and was acquired by SPPS in 1923. The covenant states "...that grantee can not sell or lease said real estate to a colored person." In 2004, the covenant was eliminated by county examiner, among several other non-racialized covenants, based on MN Stat 508.71. This only impacted the Torrens property records, and therefore, no SPPS action is needed now.

The Board of Education action requested was then reviewed, including to authorize the Superintendent (or designee) to take administrative action to discharge the restrictive covenant affecting protected classes found in the title of real property located at 631 Albert Street N, as well as further details on this proposed action.

The full presentation can be found in the BoardBook.

#### **QUESTIONS/DISCUSSION:**

- Director Ward noted his personal, family experience with restrictive covenants, and they are pervasive, malicious, and have done incredible harm, and he appreciated the acknowledgement of the history and work being done to address it.
- He also noted questions if SPPS was aware of the restrictive covenants when the land was initially purchased. Response: Yes, it is in the property titles. As for Thomas Frankson, as mentioned in the presentation, SPPS did not purchase the property directly from him, but there were 1-2 homeowners in which the land was purchased.
- There were also questions raised about if there was anything that SPPS could've done at the time of purchasing the property to address, remove, or make right upon purchasing land.
- Director Henderson thanked the team for bringing this forward, and to others for raising this in community and across the country. We spend time talking about how to make sense of how we arrived here for our students, families and community, and there is so much systemically that has kept folks out of places of opportunity, and in spaces that are not designed for People of Color, both intentionally and consistently. While we have come a long ways, there is still a ways to go.
- She also noted information on opportunities for families and homeowners in Saint Paul who are looking to address a restrictive covenant on their home, and if the cost is a constraint, information on how to support folks in that. Response: As an example, the handouts provided at the event at Chelsea Heights have links to the City of Saint Paul, and a sliding scale fee. JustDeeds is a partner organization that can also help with this, and we thank the State and City for facilitation of the process and reducing hurdles for homeowners.
- Director Allen noted her personal experience as a fourth general Rondo child, and her family experience in being red-lined, and the economic and psychological impact. She noted her time in finding justice for Philando Castile and the covenants around Larpenteur Avenue. She noted the racism experienced when folks are displaced, and the elders of Rondo feel very connected to the heart of the Saint Paul Rondo neighborhood, and still do not feel comfortable beyond Larpenteur Downtown. This action will show that SPPS is no longer following the white supremacist behavior and policies, and she is happy to be a part of this, and it is important to her as a fourth-generation Rondo child who attended school at Central, and that we eliminate this covenant and allow for

opportunities for our next generation to be wherever they want to be, whatever they want to be, whenever they want to be.

**BF 33636** Discharging Restrictive Covenants In SPPS Property Titles

**MOTION:** Director Allen moved to approve that the Board authorize the Superintendent (or designee) to take administrative action to discharge the restrictive covenant affecting protected classes found in the title of real property located at 631 Albert Street N. Director Valliant seconded the motion.

The motion was approved by roll call vote:

Director Carrillo	Yes
Director Franco	Yes
Director Valliant	Yes
Director Henderson	Yes
Director Ward	Yes
Director Vue	Yes
Director Allen	Yes

**10. INFORMATIONAL AGENDA ITEMS**

**A. SPPS Program/Initiative Updates and Transitions**

Superintendent Gothard then welcomed Jackie Turner, Executive Chief of Administration and Operations, to present this topic. New program and initiative updates were reviewed, including Phase 1: Envision SPPS – Well Rounded Education; Phase 2: Envision SPPS – Growing Enrollment; and Phase 3: Onward SPPS – Innovating with Community.

The total systemic impact of Phase 1: Envision SPPS was reviewed, as well as the vote by the Board of Education vote in December 2021, which included the 11 school programs expanded or changed, 1 high school pathway change, and 6 sites available for future programs, community partnerships, early childhood expansion or temporary space during construction or other district needs. The impacts on site changes were also shown, as well as details on sustainable enrollment. Continued monitoring was also reviewed.

Details on Phase 2: Growing Enrollment were also discussed, including the new building for Bruce Vento Elementary opening Fall 2025, as well as East African Elementary Magnet School, details of the School Enrollment and Retention Campaign for SY23-24, family exit survey data, PreK expansion, Nature Discovery PreK, and secondary (9-12) programs for student retention.

Within the review of Phase 3: Onward SPPS, details were shared about the workgroups currently in the planning phase and their draft objectives, including the African American Program Workgroup, Flexible Calendar Year Workgroup, Karen Culture and Language Workgroup, and Txuj CI Facilities Committee. Next steps for Onward SPPS, including continuing to meet with workgroups to develop findings and determine the timeline for program changes and/or implementation; and period updates to the Board of Education and community.

The full presentation can be found in the BoardBook.

**QUESTIONS/DISCUSSION:**

- Director Valliant noted questions about Bruce Vento, and since it is moving from a community school to a magnet, if staff will continue to be available to support the Category 3 IEPs. Response: Yes, specialized services will continue at that site.
- Director Carrillo noted a question about the expected enrollment target for Bruce Vento, in order to understand the capacity range. Response: It will be able to house 120 PreK students, and 750 K-5 students.
- Director Allen raised a question about partnerships between the Bruce Vento Nature Sanctuary and Bruce Vento Elementary. Response: It is not formalized yet, but there is community engagement to build out and match the new building with a nature-focus.
- Director Ward noted he is excited about the presentation and the work, and his previous experience on the Enrollment and Retention Committee, and the districtwide campaign to market six selected schools, and allocating dollars to help schools boost enrollment and address concerns, and it will be helpful as we move forward to evaluate the effectiveness of that work in future plans.
- Director Ward also requested the full results of the exit surveys, including questions and responses.
- He noted the responsiveness of the District to community concerns, and that is reflected in the programs highlighted and developed to ensure space for everyone. He also noted the recent enrollment press release. Superintendent Gothard also shared more about the recent press release, and when listening to families, good things happen, and we have great leaders in the district as well. He also thanked the enrollment efforts and events organized by Ms. Williams and her staff.
- Director Franco noted the impressive work of the quick movement of the East African Magnet program, and acknowledged the community's appreciation of that work. He also noted that as a board member from the West Side, he wants to recognize the two West Side elementary schools, and to be supportive in those conversations and to recognize the great work of the principals and he looks forward to engaging in further conversations with them, as well as with community. He noted appreciation and thoughts on how to continue to boost the West Side neighborhood in these conversations.
- Director Carrillo noted the public comment remarks by families at Global Arts Plus and to incorporate conversations into these plans or a platform to address incidents/events that occur throughout the year, and as students, families, and staff may leave that school, and the negative impact on enrollment, and that it takes an entire year for the school to recover its reputation, and encouraged staff to address it immediately and in a way to incorporate community voice.
- Director Henderson noted that in thinking about the Enrollment and Retention campaign, and wondering what supports look like for the next school year, and the impact of individual campaigns on individual schools. She asked what is next in terms of schools and mechanisms to determine qualifications in the campaign. Director Ward provided further details in that there is a criteria for selection, with preference to elementary schools, capacity at the building, and serving a community where there is potential for growth.
- What is the process for schools to advocate for themselves as well? Response: The decisions of schools will be a part of the FY25 budget process, and there will be decisions and deciding priority.
- Director Henderson noted a request for future updates regarding the nature-based PreK program.
- Director Vue thanked the team for being a leader in this work. He noted that with Onward SPPS, it will be important to report back to the Board and community in terms of how the work is moving forward, and encouraged Administration to think about the format of those future reports.

### **13. BOARD OF EDUCATION**

#### **A. Information Requests/Responses and Items for Future Agendas**

- Director Ward noted that he will be submitted a draft budget policy to the Policy Work Group for review, which will show the budgeting process going forward. When it is sent to the Policy Work Group team, he will also send it to the full Board and Administration for feedback.
- Director Franco echoed his earlier remarks during the Consent Agenda, and encouraged the district to continue to think about inviting outside agencies and partnerships with schools, and athletic programs, community non-profits as the ARP dollars are set to expire, and how to leverage our infrastructure to extend the school day to be supportive for students, families, and community. He noted to continue to discuss our community assets and infrastructure, including the permitting process, school-based partnerships, and conversations.

#### B. Board of Education Reports/Communications

- Director Franco provided a report on his time in community, including at high school basketball games, and uplifting our student athletes and coaches. He also provided insights into his experience at the Karen New Year, held at Washington Technology, and thanked the Office of Family Engagement and Community Partnerships for their work in this event. It was a beautiful display of culture.
- Director Vue provided an update on the Txuj Ci Lower Committee, and the different options discussed within the committee.
- Director Allen noted that she attended the Minnesota School Boards Association Conference. She also provided a report on a conversation between Councilmember Noecker, Director Henderson and herself about utilizing resources in the city of Saint Paul to support our young people, including sharing resources amongst the County, City, and District.

## 14. **ADJOURNMENT**

**Director Henderson moved to adjourn the meeting; Director Allen seconded the motion.**

The motion was approved by roll call vote:

Director Carrillo	Yes
Director Franco	Yes
Director Valliant	Yes
Director Henderson	Yes
Director Ward	Yes
Director Vue	Yes
Director Allen	Yes

The meeting adjourned at 8:30 p.m.

For clarity and to facilitate research, these minutes reflect the order of the original Agenda and not necessarily the time during the meeting the items were discussed.

Prepared and submitted by:  
Sarah Dahlke

Assistant Clerk, St. Paul Public Schools Board of Education



**INDEPENDENT SCHOOL DISTRICT NO. 625  
Saint Paul, Minnesota**

**SPECIAL MEETING OF THE BOARD OF EDUCATION – FY25 BUDGET WORKSHOP  
360 Colborne Street  
Saint Paul, MN 55102, and**

**January 26-27, 2024  
9:00 a.m.**

**MINUTES**

**1. CALL TO ORDER**

The meeting was called to order at 9:05 a.m. on Friday, January 26, 2023 by Chair Henderson.

**2. ROLL CALL**

Board of Education: H. Henderson, C. Franco, U. Ward, J. Vue, E. Valliant, Y. Carrillo  
C. Allen arrived at 9:29 a.m.

Staff: Superintendent Gothard, A. Adams, T. Sager (via Teams), J. Turner, S. Gray Akyea, L. Corey, P. Pratt-Cook, A. Collins, E. Wacker, T. Parent, J. Danielson, M. Brueken, J. Larson, K. Thao, S. Dahlke

Community: T. Lonetree

**3. APPROVAL OF THE ORDER OF THE MAIN AGENDA**

**MOTION:** Director Henderson moved approval of the order of the main agenda. The motion was seconded by Director Ward. It passed by acclaim.

**4. FY25 BUDGET WORKSHOP**

Board members and staff then conducted a FY25 budget workshop. Topics included:

- Board Governance and Budget
- Budget Basics
- The Challenge Ahead
- FY25 Budget Challenge: Strategy

**5. RECESS**

**MOTION:** Director Henderson moved to recess the meeting on Friday, January 26, 2024, and to meet back in Room B beginning Saturday, January 27, 2024 at 9:00 a.m. The motion was seconded by Director Allen. It passed by acclaim.

The meeting moved to recess at 11:59 a.m.

## **6. RETURN FROM RECESS**

The meeting returned from recess at 8:59 a.m. on Saturday, January 27, 2024. It was called to order by Chair Henderson.

## **7. ROLL CALL**

Board of Education: H. Henderson, C. Franco, U. Ward, J. Vue, E. Valliant, C. Allen  
Y. Carrillo joined after Roll Call

Staff: Superintendent Gothard, T. Sager, J. Turner, S. Gray Akyea, L. Corey, P. Pratt-Cook, A. Collins, E. Wacker, M. Brueken

## **8. CONTINUATION OF FY25 BUDGET WORKSHOP**

Board members and staff then continued the FY25 budget workshop. Topics included:

- FY25 Budget: Building Blocks
  - School Needs
  - Requirements
  - Community Values and Instructional Priorities
  - Essential Functions
- Finalizing FY25 Budget Parameters
- Next Steps

## **9. ADJOURNMENT**

**MOTION:** Director Henderson moved to adjourn the meeting. The motion was seconded by Director Carrillo. It passed by acclaim.

The workshop adjourned at 4:02 p.m. on Saturday, January 27, 2024.

For clarity and to facilitate research, these minutes reflect the order of the original Agenda and not necessarily the time during the meeting the items were discussed.

Prepared and submitted by:  
Sarah Dahlke  
Assistant Clerk, St. Paul Public Schools Board of Education

**INDEPENDENT SCHOOL DISTRICT NO. 625  
Saint Paul, Minnesota**

**SPECIAL MEETING OF THE BOARD OF EDUCATION  
360 Colborne Street  
Saint Paul, MN 55102**

**February 12, 2024  
4:00 p.m.**

**MINUTES**

**I. CALL TO ORDER**

The meeting was called to order at 4:03 p.m. by Chair Henderson.

**II. ROLL CALL**

Board of Education: J. Vue, H. Henderson, U. Ward, C. Franco, Y. Carrillo  
E. Valliant arrived at 4:12 p.m.  
C. Allen was absent.

Administration: Superintendent Gothard, P. Pratt-Cook, T. Sager, C. Long, S. Dahlke, J. Turner, S. Gray-Akyea, E. Wacker, A. Collins, K. Thao

**III. APPROVAL OF THE ORDER OF THE MAIN AGENDA**

**MOTION:** It was moved by Director Henderson, and seconded by Director Ward, to approve the order of the agenda. It passed by acclaim.

**IV. MOTION TO CLOSE MEETING**

**MOTION:** It was moved by Director Henderson and seconded by Director Carrillo that the Board of Education close the special meeting and continue the meeting as a closed meeting to discuss the matter of strategy for labor negotiations for these bargaining units, including ASAP, Educational Assistants, Principals, School and Community Service Professionals, Teachers, MMSA, PEA, AFSCME, Bus Drivers, CCEA, Custodians, Tri-Council, Electricians, Glaziers, Pipe fitters, Plumbers, Sheet Metal Workers, and Tri-Council Temps., as is provided for by Minnesota Statutes Section 13D.03. The motion passed by acclaim.

**V. NEW BUSINESS**

The Board of Education and staff discussed the matter of strategy for labor negotiations for these bargaining units, ASAP, Educational Assistants, Principals, School and Community Service Professionals, Teachers, MMSA, PEA, AFSCME, Bus Drivers, CCEA, Custodians, Tri-Council, Electricians, Glaziers, Pipe fitters, Plumbers, Sheet Metal Workers, and Tri-Council Temps., as is provided for by Minnesota Statutes Section 13D.03.

**VI. MOTION TO OPEN MEETING**

**MOTION:** It was moved by Director Henderson to conduct the remainder of this meeting as an open meeting. The motion was seconded by Director Ward. It passed by acclaim.

**VIII. ADJOURNMENT**

**MOTION:** It was moved by Director Henderson, and seconded by Director Franco, to adjourn the meeting. It passed by acclaim.

The meeting adjourned at 7:13 p.m.

For clarity and to facilitate research, these minutes reflect the order of the original Agenda and not necessarily the time during the meeting the items were discussed.

Prepared and submitted by:

Sarah Dahlke

Assistant Clerk, St. Paul Public Schools Board of Education

**INDEPENDENT SCHOOL DISTRICT NO. 625  
Saint Paul, Minnesota**

**COMMITTEE OF THE BOARD MEETING  
360 Colborne Street  
Saint Paul, MN 55102**

**February 6, 2024  
4:30 p.m.**

**MINUTES**

**1. CALL TO ORDER**

The meeting was called to order at 4:31 p.m. by Vice Chair Ward.

**2. ROLL CALL**

Board of Education: U. Ward, H. Henderson, E. Valliant, C. Allen, J. Vue, C. Franco, Y. Carrillo  
Superintendent Gothard

Staff: C. Long, Y. Vang, S. Schmidt de Carranza, S. Dahlke, J. Turner, S. Gray  
Akyea, J. Danielson, H. Nistler, K. Morris, B. Schmidt, T. Parent,, N. Páez,  
T. Sager, M. McHenry, K. Thao, L. Olson, M. Vincent, L. Corey, A. Speed,  
K. Darwitz

Community: A. DeRosier

**3. APPROVAL OF THE ORDER OF THE MAIN AGENDA**

**MOTION:** Director Ward moved approval of the Order of the Agenda. The motion was seconded by Director Henderson. It passed by acclaim.

**4. AMERICAN RESCUE PLAN (FY24) STATUS UPDATE**

The presentation detailed ARP background information, a review of SPPS Achieves initiatives and ARP strategies by focus area, the ARP lifecycle and details of each phase. The FY24 preliminary spending to date was shared, as well as the process for unspent funds. Web updates in January 2024 were shared, including information on the 2022-23 Year in Review, and a link to the updated ARP spending and impact summary online.

Within the Community Partners Status Update portion of the presentation, the background of ARP and community partnerships was reviewed, with \$7 million allocated to help provide services to students and families most impacted by distance learning, and who are experiencing gaps in opportunities and outcomes by:

- Working with community partners to provide academic, social emotional and family support
- Addressing pre- and post-pandemic unfinished learning
- Providing students and families with community resources

Details of the RFP process and results were also shared. Year 1 Highlights for SY22-23 and Summer 2023 were presented, with the ARP priority areas of:

- Mental health, Social Emotional Learning (SEL) and support for student support in schools (in-school)
- Flipside for middle school students (out of school time)
- Family Support (in-school and school aligned)
- Academic Support (in-school)
- Community-based youth programs not aligned with priority areas but serve SPPS students (out of school time)

Further information included information on the 113 community partners, activities, and opportunities for students and families across Saint Paul, data by community partners, data by priority area, data by student participants, and data by grade level.

Year 2 highlights for SY23-24 and Summer 2024 was also shared, including data by community partners, and ARP community partners. Community partners site visit highlights were also detailed, including COMPAS with the priority area of Mental Health and SEL Support, Speak Your Truth with the priority area of Mental Health and SEL Support, Women's Initiative for Self-Empowerment with the priority area of Flipside, Coalition of Asian American Leaders with the priority area of Family Support, Youth and Family Circle with the priority area of Family Support, Athletes Committed to Educating Students with the priority area of Academic Support, Proceed with the priority area of Community-based Support, and The JK Movement with the priority area of Community-based Support.

The full presentation can be found in the BoardBook.

#### **QUESTIONS/DISCUSSION:**

- For FY24, what is the largest portion of spending occurring this year, and what are the variables where there may be fluctuation? What is the biggest risk? Response: The largest portion is FTEs, as well as construction projects. In terms of risks, there are issues in underspending in supplemental pay and contracts, but we meet with our Purchasing team and monitoring the accounting codes where there is underspending in the past. We do not believe there is a risk of overspending in any of the accounts.
- Director Franco noted questions about the additional \$60M that was spent compared to last year, and requested an overview of the additional spending in this budget. Response: A large portion is construction, and there are also more partnerships. We are also more fully staffed than in the past – with staffing issues over the past few years.
- Director Allen requested information on the “real time allocations” noted in the presentation, and how often the amounts are monitored. Response: We are meeting and pulling the data on a weekly basis, and we are also meeting with Finance with daily interactions. There is also an accountant assigned to this work.
- Director Vue requested information on what we have learned about safely reopening schools. Response: There are summative assessments and REA will be working on those the next few months to formally evaluate the objectives. The focus on safely reopening schools was focused on the physical safety, including masks, PPE, screens, social distancing equipment, additional staff, and physical items, such as HVAC equipment, buses, custodial time. Within SEL, we are still learning about the impacts, especially within partnerships, and the evaluation hasn't been completed yet. Director Vue also requested information on moments of revelation in receiving

these funds. It was noted that it was difficult to spend that large amount of money in a short amount of time, with many constraints. It was also difficult to spend money on staffing, and is difficult to give up that investment.

- Director Franco requested information on promising data points or strategies from this work. Response: The credit recovery work is promising, and the Alternative Learning team has done an exceptional job in strategizing innovative ways of offering credit recovery sooner for students. The internship certification work has also been promising and students have been able to earn \$100,000 in additional stipends, and earn resume building industry credentials. The WINN work has also been promising, and others also specific to extra curricular opportunities.
- What was the work with Ramsey County Sheriff's Office? Response: It was work with restorative circles, including with our Karen families. The Office was a fiscal and subcontractor, with the Ramsey County Intervention Team, to provide circles for the Karen community.
- Is there a list to visualize the 39 partners? Response: Yes, there is and that information can be sent, and is also available in the August 2022 Regular Meeting BoardBook.
- Director Henderson noted her appreciation for the layering of supports, and requested details on the process for partners to matching programs with school communities. Response: It was based on a matching process, and needs assessment, as well as a survey of principals. Based on the applicant, we determined what they'd be willing to provide, their capacity, and with the Office of Family Engagement and Community Partnerships, they were also matches based on their location, ages serves, and needs of the school. We also reached out to them to see if they had additional capacity to serve additional areas, if a certain area seemed to be missing services.
- Were there any needs that school communities were unable to find a partner to match? Response: Last school year, there was a difficult time in matching secondary schools with supports; there were agencies, but the agencies were having a difficult time finding direct service staff, so we asked them to problem-solve, and to leverage their supports.
- How often are monitors out at sites and a request for the specific program-level data collected through the monitoring process? Response: Initially the monitors were out more infrequently, and as we learned and gained capacity, they are at sites more frequently now – every day they are at a site, and each monitor is assigned to 14 agencies. They monitor for attendance, activities, and location, and if they are completing the activities as stated in the contract. This work is about building relationships with our partners, and many photos have been taken of students and our community partners doing this work together. In the future, we have learned that monitors need to be embedded with community partners right away.

## **5. FY24 and FY25 BUDGET UPDATE**

This presentation including details on the SY23-24 PreK-12 enrollment update, a FY25 budget update including:

- For FY24, SPPS is serving roughly 450 more students than the projected enrollment used for the SY23-24 budget. This equates to roughly \$4.2 million more in revenue than budgeted.
- In addition to this, along with other updated information since last fall, the updated reduction target, or shortfall, for FY25 continues to fluctuate.

Information was also shared on the FY25 deficit of -\$107.7M.

The full presentation can be found in the BoardBook.

## **QUESTIONS/DISCUSSION:**

- Director Carrillo noted a question about other changes that could happen between now and June 3 in terms of the budgeted figures. Response: The compensatory figures will be monitored, as well as enrollment figures as that sets the trajectory for the next school year.
- Another note was that 80% of expenditures are tied directly to employment contracts, and we are working with groups currently, and there are certain parameters for those contracts, and if that would change, the budget figures would also be impacted.
- Director Allen requested further details on the amount of the \$107M that is tied to FTEs as opposed to dollars targets for one-time spending. Response: More information can be provided, but it is about 80%; we know \$25M is in non-payroll expenses, such as contracted services, supplies, capital and equipment. We will look into the coding for salary and benefits as well.
- What is the timeline for determining the \$107M and when can we expect more details? Response: Allocations will be sent to schools mid-March to end-March, and we are working through our Start, Stop, Sustain models.
- Do we have a projection for next year's enrollment? Response: We do have a projection, with a note that average daily attendance drives the budget figures. Dr. Gray Akyea noted that the projected enrollment can be provided, and has been finalized at the district level. She also noted that the numbers do not include PreK, as that is a function of programming choice. In terms of enrollment, it does appear to be stabilizing. Further information will be provided to the Board.
- Director Franco requested details on the communication structure to sites and programs about allocations and when they can expect to receive them. Response: The timeline was shared at the Superintendent's Districtwide Administrators Meeting about the March timeframe. Last year, allocations were sent out March 24<sup>th</sup>, and we hope have them out sooner this year.

## **6. POLICY UPDATE | POLICY 516.00 STUDENTS: MEDICATIONS/MEDICAL PROCEDURES AND POLICY 533.00 WELLNESS**

### **POLICY 516.00 STUDENTS: MEDICATIONS/MEDICAL PROCEDURES**

Details were shared on the rationale for the proposed amendments to this policy, including:

- Policy was last updated five years ago (2019)
- We are always striving to remove health barriers to learning, remove barriers for families, and have safe and efficient processes in place when it comes to administering medications and medical procedures.
- When updating our processes there was a need to review and update the policy.

A link to the proposed changes was included in the presentations. Language that is proposed to be removed was reviewed, as well as proposed language to be added to the policy.

### **QUESTIONS/DISCUSSION:**

- There are some stimulant medications for students with ADHD, that may fall under controlled substances. How will staff handle those? Response: We have procedures where medications such as these are counted, recorded, and double counted weekly with a second staff member counting them to check. They are also stored under two locks, in the health office and in a locked cabinet or drawer – not a portable locker.
- Schools do not stock Tylenol or ibuprofen? Response: We do not – other districts handle it differently. Historically, we have not stocked these medications, due to cost, as well as we do not want to get into the practice of administering medications without parental involvement. If there is a chronic need, parents may supply the medications to the school.



- Could a parent decide to provide the school with a bottle of pain reliever for their child?  
Response: Yes, if parents provide the medication, and there is a parental signature and authorization. We also need to define parameters to distribute the medications, and often times there is a phone call to give permission – if a student asks in the morning, we want to be sure the medication has not already been given. Sometimes secondary students can identify when they need the medication and there is not a call home. We do chart all actions, and there is proper consent in place for parents and families.
- Overall, the Board approved moving this item to the three-reading process at the following Regular Meeting.

### **POLICY 533.00 WELLNESS**

Details were shared on the rationale for the proposed amendments to this policy, including:

- Policy was last updated seven years ago (2017)
- Proposed changes to the policy are mostly driven by the changes made to the USDA National School Lunch Nutrition Programs
- Remove language around unsupported positions

A link to the proposed changes was included in the presentations. Language that is proposed to be removed was reviewed, as well as proposed language to be added to the policy.

The proposed policy updates were also included in BoardBook.

The full presentation can be found in the BoardBook.

### **QUESTIONS/DISCUSSION:**

- Director Henderson requested details on the streamlining and deletion of lines in the policy.  
Response: Those items are not a requirement, and many times, there are not staff allocated to those roles. For some of the items, they may move to practice and procedure, instead of policy.
- At some point, was staff allocated to perform those responsibilities? Response: MDE has wellness requirements and a checklist of wellness policy items. When it first began, most districts wanted to include all items to implement. Not all items are required on the checklist though, they are great recommendations. It is up to each district to determine which to effectively implement, and which recommendations are for educational practice, which are part of the curriculum, and therefore, do not need to be defined in policy. We decided to pare it down to what is manageable in policy.
- Why is recess only encouraged in middle school, and not required like it is in elementary school?  
Response: It is a recommendation, and not a curriculum requirement.
- What does “appealing food” mean in the policy, and how is that determined? Response: As this policy moves forward, we will invite our Director of Nutrition Services to further define this. Her staff regularly meets on site visits with students, taste testing, and ensures the recipes and ingredients taste like they want them to taste. Director Ward noted a few years ago, there was an appeal to the federal government to switch to white rice, though brown rice was the federal recommendation, due to cultural relevance.
- Further information was requested on the proposed deleted line about the certified and licensed staff, and that is due to the job description requirements, and it is not required in policy.
- Staff also provided details on participating activities, including the blender bike, bike fleets, physical activities and food awareness and food preparation.
- Director Valliant requested information on the items that are encouraged, but not required, and ways for schools to track where or how much is related to the wellness plan in order to monitor.

Site wellness teams were discussed. Director Vue noted that the Policy Work Group may want to work through the proposed monitoring process.

- Director Carrillo noted questions around non-food celebrations, but then later the policy notes promoting activities like menu planning. It seems like removing food from celebrations is culturally irrelevant, instead of relevant. Food is a celebration. Response: As we move to the three-readings, we can discuss what it means to be culturally relevant and care for the health of students and staff. The policy can be modified during the three-reading process to include this.
  - It was also noted that the intent is not for families to not be able to bring in food to celebrate, but more so for staff who may have provided food as a reward, such as a pizza party. This policy would encourage alternatives to food as part of celebrations, and we will look into the language further.
- It was noted that many middle schools may not have access to the infrastructure for recess.
- Director Franco also noted that we need to be intentional in offering the district spaces to the community and opening our public infrastructure, outdoor fields, indoor courts, and leverage the current resources and positions with folks in buildings to promote healthy lifestyles and physical activity outside of the school day.
- Overall, the Board agreed to move this proposed policy update to the three-reading process, and to include staff from the Department of Schools and Learning, as well as Nutritional Services to provide additional guidance and information.

## **7. 2023 LATINO CONSENT DECREE PARENT ADVISORY COUNCIL ANNUAL REPORT**

The presentation included the background and history of the Latino Consent Decree (LCD) Program, the LCD Parent Advisory Council, the LCD PAC Annual Report, and the 2021-2022 Recommendations Update.

The Latino Consent Decree (LCD) is a legally binding court order (consent decree) that the Saint Paul Public Schools entered into as part of the settlement of the federal court case of Garcia et al. vs. Independent School District 625. The final stipulation for this case (1984) details the full range of responsibilities that the Saint Paul Public Schools have agreed to regarding the education of Latino students with limited English proficiency. Information and data of LCD students in SPPS were also shared, including 5,026 LCD students, with 3,359 with the home language of Spanish, and 2,439 LCD/EL students. The organizational chart of the LCD Program was also shared.

The general purpose of the Latino Consent Decree (LCD), Parent Advisory Council (PAC), is to serve as a forum for the expression of concerns and recommendations of Latino parents, representatives of community-based organizations, and public school personnel about the education of Spanish-speaking students in SPPS.

The Annual Report was also shared, including the full version in BoardBook. The Annual Report is an annual document of the Latino Consent Decree Parent Advisory Council (LCD PAC) and the Latino Consent Decree (LCD) Program. In this year's report, the members of the LCD PAC focused on the following:

- Latino/Hispanic Culture
- Update on the 2021-2022 LCD PAC Recommendations

Further details within each area were also shared. Within Latino/Hispanic Culture, details included information from the LCD Stipulation include that Latino children are to "receive (2)planned instruction given with sensitivity to and appreciation for the culture and heritage of Latino children and receive designed instruction given in the history, culture, and legacy of Latino children; and (3)planned instruction given in the history, culture and heritage of Latino children and the history, and culture of the United States."

Accomplishments, as well as challenges were also discussed. Next steps including collaboration and opportunities were also shared. Within the Update on the 2021-2022 LCD PAC Recommendations portion, details were provided on the recommendations, the status, and evidence, as well as information and photos from both the LCD Senior Recognition and LCD Parent Engagement.

The full presentation can be found in the BoardBook.

#### **QUESTIONS/DISCUSSION:**

- Director Vue noted there has been a noticeable shift from systems support recommendations to a more educational focus. Why was the shift meaningful to the advisory council? Response: One of the main reasons was the LCD flag in the student data system, but there was not information for each student attached to that. Teachers are now able to see a better background of each student. One of the biggest impacts this year was also the assessment that was done in Spanish. In talking about culture, that is very important for students, and it's important for schools to recognize them. It's also important for students to value the diversity in their schools, and respect other cultures as well.
- In talking about Latino students, there are so many different countries that comprise Latino culture, and what supports are available for teachers? Response: A LCD teacher provided her personal experience, in that it's important to get to know each student, their family's home country, and how to best support them. It is important to involve all students in different cultural activities, including presentations of home countries. It's also very important to continue hiring LCD teachers, as well as ESL teachers, and to support parents and families as well. There are also workshops each month, where teachers discuss the diversity of the District and as one collective community. This is another rationale for the curriculum review, and to expand it to K-12 – the Hispanic culture is vast, and many students represent other countries, and we want to be inclusive, and culture varies from country and region.
- Director Carrillo requested information on the timeline and process to develop the curriculum and how to present the recommendations. Response: The timeline is 90 days in which the advisory council will then seek a response from the District and Board of Education. There are teams responsible for this work, and they will start once this is approved by the Board.
- Director Franco requested information on the delay in progress to the curriculum review. Response: It began in 2014, with social studies, and we wanted to develop a curriculum map similar to the American Indian map, and identify where and what students are learning according to the standards. In that time, many folks left the district, and many things happened, and the work stopped, and we want to revive it for our students, parents, and families. It was also difficult for families to answer "what is Latino culture and what it means to be Latino" because many families are asked about their home country, and it may vary. We were not able to express Latino culture. Information was also shared on the LCD Parent Academy.
- Director Franco noted that it sounds like we are in a better place than in 2015 to move this work forward, and to use as a model for how we expand for other cultures and programs throughout the district.
- Information and experiences were also shared in response to the question about what does support in cultural identity look like for middle and high school students?
- Chief Turner noted her history and experiences in being a part of the LCD presentations, and the continued collaboration that has grown between the District and families. She thanked the parents and families, as well as the Office of Family Engagement and Community Partnerships, especially Mr. Matamoros and Ms. Reyes.

- Board members thanked members of the council. Director Vue encouraged them to keep up the good work, and continuing to tell the stories from Parent Academy. It was also noted that not only LCD students are seeing the benefits of LCD teachers – but all students benefit from the instruction as well. Director Valliant thanked the members for their work and advocating for their students. Director Ward also thanked the council for their work to build a better SPPS to serve out students. Members of the council also thanked the Board for the opportunity.

## **8. ADJOURNMENT**

**Director Ward moved to adjourn the meeting. Director Carrillo seconded the motion. It passed by acclaim.**

The meeting adjourned at 7:38 p.m.

## **9. WORK SESSION**

**The Board then conducted a work session regarding the discussion of Board-proposed FY25 budget parameters.**

For clarity and to facilitate research, these minutes reflect the order of the original Agenda and not necessarily the time during the meeting the items were discussed.

Prepared and submitted by:

Sarah Dahlke, Assistant Clerk, St. Paul Public Schools Board of Education

**INDEPENDENT SCHOOL DISTRICT NO. 625  
BOARD OF EDUCATION  
SAINT PAUL PUBLIC SCHOOLS**

**TOPIC:** Future Meeting Schedule

**2024 Regular Meeting Schedule**

Time: 5:30 p.m. (unless noted otherwise)

Location: Conference Rooms A and B – 360 Colborne Street, Saint Paul, MN 55102 (unless noted otherwise)

- January 9, 2024 (Annual Organizational Meeting at 4:30 p.m.)
- January 23, 2024
- February 20, 2024
- March 19, 2024
- April 23, 2024
- May 21, 2023
- June 11, 2024 (Special Meeting – Non-Renewals) | 4:00 p.m. | Conference Room 5A
- June 18, 2024
- July 16, 2024
- August 20, 2024
- September 17, 2024
- October 22, 2024
- November 19, 2024
- December 17, 2024

**2024 Committee of the Board Meeting Schedule**

Time: 4:30 p.m.

Location: Conference Room 5A – 360 Colborne Street, Saint Paul, MN 55102

- January 9, 2024
- February 6, 2024
- March 6, 2024 - Wednesday
- April 3, 2024 - Wednesday
- May 7, 2024
- June 11, 2024
- August 7, 2024 – Wednesday
- September 10, 2024
- October 8, 2024
- November 6, 2024 – Wednesday
- December 3, 2024

**INDEPENDENT SCHOOL DISTRICT NO. 625  
BOARD OF EDUCATION  
SAINT PAUL PUBLIC SCHOOLS**

**DATE:** February 20, 2024

**TOPIC:** Highland Park Senior High School Gift Acceptance of \$5,000

**A. PERTINENT FACTS:**

1. Scott Milburn, parent of sophomore students, is donating \$5,000.00 to Highland Park Senior High School.
2. Funds will be spent from Highland Park Senior High School budget 19-220-291-000-5096-D050.
3. This gift will meet the District's strategic plan focus area of: Program Evaluation and Resource Allocation.
4. This item is submitted Dr. Winston H. Tucker, Principal; Dr. Kirk Morris, Assistant Superintendent; and Andrew Collins, Executive Chief of Schools and Learning.

**B. RECOMMENDATION:**

The Board of Education authorizes the Superintendent (designee) to accept the donation of \$5,000.00 from Scott Milburn for continued auditorium needs, and that the Superintendent (designee) send a letter of appreciation to Scott Milburn.

**INDEPENDENT SCHOOL DISTRICT NO. 625  
BOARD OF EDUCATION  
SAINT PAUL PUBLIC SCHOOLS**

**DATE:** January 23, 2024

**TOPIC:** Request for Permission to Accept a Gift from the Ecolab Foundation

**A. PERTINENT FACTS:**

1. The Ecolab Foundation provides funds for projects that support youth and education programs.
2. Saint Paul Public Schools Riverview Elementary has been awarded a gift to support teachers by providing team building activities and networking opportunities to encourage long-term relationships in their school. This gift will help students will experience part of the Latinx culture, staff team building through problem solving and staff celebrity with each other while building community.
3. Saint Paul Public Schools will serve as fiscal agent for the project. This gift is for approximately \$5,000 using budget 19-551-291-000-5096-G401.
4. This project will meet the District strategic focus area of Positive School and District Culture and Effective and Culturally Responsive Instruction.
5. This is a new gift-funded project.
6. This item is submitted by Reyna Davila-Day, Grants Assistant; Maria Vincent, Innovation Office Director; Stivaliss Licon-Gervich, Riverview Spanish/English Dual Immersion Principal; Yeu Vang, Assistant Superintendent; Stacey Gray Akyea, Executive Chief of Equity, Strategy, and Innovation; Jackie Turner, Executive Chief of Administration and Operations.

**B. RECOMMENDATION:**

The Board of Education authorizes the Superintendent (designee) to accept a gift from the Ecolab Foundation to support relationship building for teachers through team building activities as well as transportation support ; to accept funds; and to implement the project as specified in the award documents.

**INDEPENDENT SCHOOL DISTRICT NO. 625  
BOARD OF EDUCATION  
SAINT PAUL PUBLIC SCHOOLS**

**DATE:** February 20, 2023

**TOPIC:** Request for Permission to Accept a Grant from the St. Paul Chapter of the Awesome Foundation

**A. PERTINENT FACTS:**

1. The Awesome Foundation is a global community made up of local philanthropic boards which award \$1000 at a time. The St. Paul chapter funds projects through monthly micro-grants. These micro-grants, \$1000 or the local equivalent, come out of pockets of the chapter's "trustees" and are given on a no-strings-attached basis to people and groups.
2. Saint Paul Public Schools staff from EXPO Elementary were awarded a grant for \$1,000 to fund a field trip to the Minnesota History Museum.
3. Saint Paul Public Schools will serve as fiscal agent for the project. The grant is for \$1,000.
4. This project will support the strategic focus areas of Positive School and District Culture
5. This is a new grant-funded project.
6. This item is submitted by Abraham Teuber, Grants Assistant; John Bjoraker, Principal of EXPO Elementary; Leah Corey, Director of the Innovation Office; Stacey Gray Akyea, Executive Chief of Equity, Strategy & Innovation; and Jaqueline Turner, Executive Chief of Administration & Operations.

**B. RECOMMENDATION:**

That the Board of Education authorize the Superintendent (designee) to accept funds from the St. Paul Chapter of the Awesome Foundation and to implement the project as specified in the award documents.



**INDEPENDENT SCHOOL DISTRICT NO. 625  
BOARD OF EDUCATION  
SAINT PAUL PUBLIC SCHOOLS**

**DATE:** February 20, 2024

**TOPIC:** Request for Permission to Submit a Grant to Greater Twin Cities United Way

**A. PERTINENT FACTS:**

1. The vision of Career Academies at Greater Twin Cities United Way is to unite public education and employment systems so that all students in Minnesota have access to wealth building and purpose driven careers. This is done through convening a community of practice, providing technical assistance, and investing in promising strategies and solutions. The Purpose Driven Paychecks (PDP) funding opportunity seeks to fill the gap that exists in our current school-to-employment ecosystem and will invest in partnerships focused on expanding the number and/or the quality of career pathways aligned work experiences for young people.
2. SPPS will apply for \$50,000 to fund student internships with RightTrack from June 2024 through June 2025.
3. Saint Paul Public Schools will serve as fiscal agent for the project. The grant is for approximately \$50,000 over one year.
4. This project will support the strategic focus area of College and Career Readiness.
5. This is a new grant-funded project.
6. This item is submitted by Abraham Teuber, Grants Assistant; Beth Coleman, Assistant Director of the Office of College and Career Readiness; Carita Green, Executive Director of the Office of College and Career Readiness; Leah Corey, Director of the Innovation Office; Stacey Gray Akyea, Executive Chief of Equity, Strategy & Innovation; and Jacqueline Turner, Executive Chief of Administration & Operations.

**B. RECOMMENDATION:**

That the Board of Education authorize the Superintendent (designee) to submit a grant to Greater Twin Cities United Way; to accept funds; and to implement the project as specified in the award documents.

**INDEPENDENT SCHOOL DISTRICT NO. 625  
BOARD OF EDUCATION  
SAINT PAUL PUBLIC SCHOOLS**

**DATE:** February 20, 2024

**TOPIC:** Request for Permission to Submit Grants to the Minneapolis Foundation and Shakopee Mdewakanton Sioux Community

**A. PERTINENT FACTS:**

1. The Shakopee Mdewakanton Sioux Community (SMSC), in partnership with the Minneapolis Foundation, has launched a new program to provide educators with small grants to assist them in teaching Native subject matter accurately. This funding opportunity is part of the SMSC's Understand Native Minnesota campaign, which is focused on improving the narrative about Native peoples, their history and culture, and tribal governments in Minnesota K-12 schools.
2. This mini-grant program aims to: promote the acquisition and use of Native-specific resources for classrooms and libraries; develop new standards-aligned curriculum resources; support educators in attending high-quality, Native-specific professional development; support experiential learning opportunities both in and out of the classroom; and implement best practices for Native students.
3. Saint Paul Public Schools will serve as fiscal agent for the project. Four educators have submitted grant applications for approximately \$2,000, for a total of \$8,000.
4. This project will support the strategic focus areas of System Equity and Effective and Culturally Responsive Instruction.
5. This is a new grant-funded project.
6. This item is submitted by Abraham Teuber, Grants Assistant; Jamil Payton, Principal of Johnson High School; Bee Lee, Principal of Saint Paul Music Academy; Charlotte Landreau, Assistant Director of Office of Teaching and Learning; Elias Oguz, Principal of Washington Technology Magnet High School; Craig Anderson, Executive Director of the Office of Teaching and Learning; Leah Corey, Director of the Innovation Office; Stacey Gray Akyea, Executive Chief of Equity, Strategy & Innovation; and Jacqueline Turner, Executive Chief of Administration & Operations.

**B. RECOMMENDATION:**

That the Board of Education authorize the Superintendent (designee) to submit a grant to the Minneapolis Foundation and Shakopee Mdewakanton Sioux Community; to accept funds; and to implement the project as specified in the award documents.

**INDEPENDENT SCHOOL DISTRICT NO. 625  
BOARD OF EDUCATION  
SAINT PAUL PUBLIC SCHOOLS**

**DATE:** February 20, 2024

**TOPIC:** Request for Permission to Submit a Grant to the Minnesota Department of Education's Innovation in Service Learning Grant

**A. PERTINENT FACTS:**

1. The Minnesota Department of Education has funding available for grants to initiate or expand and strengthen innovative service learning opportunities for students in kindergarten through grade 12. Partnerships consisting of youth, community-based organizations, and schools will identify a community need or opportunity that could be met, expanded, or strengthened through youth-led service learning. The partnership collaborates on all aspects of the initiative, establishing sustainable relationships based on mutual interest and trust. The result of this work will be more systemic support in schools, which results in more opportunities for underserved youth to participate in service learning.
2. SPPS Flipside has recently piloted a new program, the Youth Change Makers (YCM) at four middle school sites. This program created paid youth staff positions to work in partnership with adults in evaluation and continuous program improvement. This grant would enable the YCM to continue across Flipside sites and further embed their work among the student body and school sites at which they operate. This grant will allow youth leaders to reach more of their peers and provide support for a broader platform for their voices.
3. Saint Paul Public Schools will serve as fiscal agent for the project. The grant is for approximately \$50,000 over two years.
4. This project will support the strategic focus areas of Positive School and District Culture and Systemic Equity.
5. This is a new grant-funded project.
6. This item is submitted by Abraham Teuber, Grants Assistant; Anthony Walker, Director of Community Education; Leah Corey, Director of the Innovation Office; Stacey Gray Akyea, Executive Chief of Equity, Strategy & Innovation; and Jacqueline Turner, Executive Chief of Administration & Operations.

**B. RECOMMENDATION:**

That the Board of Education authorize the Superintendent (designee) to submit a grant to the Minnesota Department of Education's Innovation in Service Learning Grant program; to accept funds; and to implement the project as specified in the award documents.

**INDEPENDENT SCHOOL DISTRICT NO. 625  
BOARD OF EDUCATION  
SAINT PAUL PUBLIC SCHOOLS**

**DATE:** February 20, 2024

**TOPIC:** Request for Permission to Submit a Grant to PrairieCare Fund

**A. PERTINENT FACTS:**

1. PrairieCare Fund is a 501c3 grant making public charity founded in 2016. PrairieCare Fund financially supports youth mental health and wellness programs in schools and nonprofits throughout the state of Minnesota. PrairieCare Fund seeks school districts wanting to strengthen their mental well-being strategies to enhance youth social/emotional learning and mental health resilience. PrairieCare Fund is seeking funding proposals for the 2024-2025 school year.
2. SPPS will support two grant applications for professional development related to social emotional learning, mental health literacy, and school mental health foundational components. These projects will be implemented by Early Childhood, Maxfield Elementary, Riverview Elementary, Mississippi Creative Arts School, and Benjamin E. Mays Magnet School.
3. Saint Paul Public Schools will serve as fiscal agent for the project. Each grant is for approximately \$50,000 over one year, for a total of \$100,000.
4. This project will support the strategic focus area of Positive School and District Culture.
5. This is a new grant-funded project.
6. This item is submitted by Abraham Teuber, Grants Assistant; Craig Anderson, Executive Director of the Office of Teaching and Learning; Kirk Morris, Assistant Superintendent; Yeu Vang, Assistant Superintendent; Nancy Páez, Assistant Superintendent; Leah Corey, Director of the Innovation Office; Stacey Gray Akyea, Executive Chief of Equity, Strategy & Innovation; and Jacqueline Turner, Executive Chief of Administration & Operations.

**B. RECOMMENDATION:**

That the Board of Education authorize the Superintendent (designee) to submit to PrairieCare Fund's Mental Health Grant program; to accept funds; and to implement the project as specified in the award documents.

**INDEPENDENT SCHOOL DISTRICT NO. 625  
BOARD OF EDUCATION  
SAINT PAUL PUBLIC SCHOOLS**

**DATE:** February 20, 2024

**TOPIC:** Request for Permission to Submit a Grant to the US Department of Agriculture's Patrick Leahy Farm to School Grant

**A. PERTINENT FACTS:**

1. The US Department of Agriculture's Patrick Leahy Farm to School Grant Program is designed to increase the availability of local foods in schools and help connect students to the sources of their food through education, taste tests, school gardens, field trips, and local food sourcing for school meals. Grants can launch new farm to school programs or expand existing efforts.
2. Saint Paul Public Schools (SPPS) Nutrition Services (NS) is in its seventh year of leading Grow Our Own, a school garden program that develops systems to support garden-based food education. The status of garden use at 28 different schools is monitored through annual check-in communications, end-of-season site visits, an annual survey, and ad hoc monitoring via district and on-site staff. This grant would support further growth of the Grow Our Own program. Proposed support includes a stipend position to coordinate the garden, easily adaptable lessons aligned with the school day and growing conditions, and flexible training options for garden educators to be delivered on-site or online.
3. Saint Paul Public Schools will serve as fiscal agent for the project. The grant is for approximately \$100,000 over the course of two years.
4. This project will support the strategic focus area of Effective and Culturally Responsive Instruction.
5. This is a new grant-funded project.
6. This item is submitted by Abraham Teuber, Grants Assistant; Lynn Broberg, Assistant Director of Nutrition Services; Stacy Koppen, Director of Nutrition Services; Leah Corey, Director of the Innovation Office; Stacey Gray Akyea, Executive Chief of Equity, Strategy & Innovation; and Jacqueline Turner, Executive Chief of Administration & Operations.

**B. RECOMMENDATION:**

That the Board of Education authorize the Superintendent (designee) to submit a grant to the US Department of Agriculture's Patrick Leahy Farm to School Grant program; to accept funds; and to implement the project as specified in the award documents.

**INDEPENDENT SCHOOL DISTRICT NO. 625  
BOARD OF EDUCATION  
SAINT PAUL PUBLIC SCHOOLS**

**DATE:** February 20, 2024

**TOPIC:** Contract with Delta-T Group for SPED Staffing

**A. PERTINENT FACTS:**

1. There continues to be special education vacancies within Saint Paul Public Schools, despite having previously established a contract with another staffing agency. Without adequate staffing in every building and program, we are unable to meet the needs of all students with disabilities who need that intensity of service.
2. Delta-T is a staffing agency that specializes in placing candidates in schools and has staff currently available to fill our vacancies.. At the end of the 2023-24 school year (or following the procedures for early termination of the contract with Delta-T, which is 30 days), these positions would revert back to being filled as regular SPPS employees.
3. This contract is currently planned for SY23-24 but may be needed for future school years if staffing shortages continue to be as severe.
4. The hourly rate for a special education teacher or social worker is \$75.00. As positions remain unfilled across the district, we anticipate needing to provide temporary staffing for five positions, not exceeding \$340,000.00.

This project will meet the District strategic plan focus area(s) of Program Evaluation and Resource Allocation and Positive School and District Culture.

5. This item is submitted by Heidi Nistler, Assistant Superintendent of Specialized Services; Andrew Collins, Executive Chief of Schools and Learning.

**B. RECOMMENDATION:**

That the Board of Education authorize the Superintendent (designee) to approve the contract with Delta-T Group for SPED staffing.

**INDEPENDENT SCHOOL DISTRICT NO. 625  
BOARD OF EDUCATION  
SAINT PAUL PUBLIC SCHOOLS**

**DATE:** February 20, 2024

**TOPIC:** RFP #A219429-A  
Amendment of Request for Non-Food Supplies

**A. PERTINENT FACTS:**

1. The Saint Paul Public Schools' Nutrition Services Department has established a contract for furnishing and delivery of non-food supplies with Trio Supply.
2. The original contract was approved for a two-year period, beginning July 1, 2020, through June 30, 2022, for the estimated value of \$600,000. The contract was renewed for a one-year period, beginning July 1, 2022 through June 30, 2023, for the estimated value of \$600,000. Then again renewed for a one-year period, beginning July 1, 2023 through June 30, 2024.
3. The Nutrition Services Department requests authorization to amend the contract to increase the established amount by \$450,000 to \$1,050,000. This increase will accommodate Nutrition Services decision to utilize this contract more comprehensively and accommodate consumption of products in the National School Lunch Program.
4. This amendment request will be reviewed by Brian Cihacek, Purchasing Manager.
5. Funding will be provided from the Nutrition Services budget 02-005-680-701-6401-0000.
6. This project will provide students with nutritious meals to help the district meet its goal of ensuring high academic achievement for all students.
7. This item is submitted by Stacy Koppen, Nutrition Services Director, and Jackie Turner, Chief of Administration & Operations Officer.

**B. RECOMMENDATION:**

That the Board of Education authorize the amendment of RFP #219429-A to increase the dollar amount of the contract with Trio Supply by \$450,000 to a total of \$1,050,000 for furnishing and delivery of non-food supplies.

**INDEPENDENT SCHOOL DISTRICT NO. 625  
BOARD OF EDUCATION  
SAINT PAUL PUBLIC SCHOOLS**

**DATE:** February 20, 2024

**TOPIC:** RFP # A218951-A  
Amendment of Request for Prime Vendor Food

**A. PERTINENT FACTS:**

1. The Saint Paul Public Schools' Nutrition Services Department has established a contract for furnishing and delivery of grocery items and supplies with Indianhead Foodservice Distributor.
2. The original contract was approved for a two-year period, beginning July 1, 2020, through June 30, 2022, for the estimated value of \$6,500,000 each year. The contract was renewed for a one-year period, beginning July 1, 2022 through June 30, 2023, for the estimated value of \$6,500,000. Then again renewed for a one-year period, beginning July 1, 2023 through June 30, 2024
3. The Nutrition Services Department requests authorization to amend the contract to increase the established amount by \$2,000,000 to \$8,500,000. This increase will accommodate Nutrition Services decision to utilize this contract more comprehensively and accommodate consumption of products in the National School Lunch Program.
4. This amendment request will be reviewed by Brian Cihacek, Purchasing Manager.
5. Funding will be provided from the Nutrition Services budget 02-005-680-701-6490-0000.
6. This project will provide students with nutritious meals to help the district meet its goal of ensuring high academic achievement for all students.
7. This item is submitted by Stacy Koppen, Nutrition Services Director, and Jackie Turner, Chief Operations Officer.

**B. RECOMMENDATION:**

That the Board of Education authorize the amendment of RFP # A218951-A to increase the dollar amount of the contract with Indianhead Foodservice Distributor by \$2,000,000 to a total of \$8,500,000 for furnishing and delivery of food supplies.



**INDEPENDENT SCHOOL DISTRICT NO. 625  
BOARD OF EDUCATION  
SAINT PAUL PUBLIC SCHOOLS**

**DATE:** February 20, 2024

**TOPIC:** Leadership Development for Non-Licensed Staff

**A. PERTINENT FACTS:**

1. In the Lead, Inc. will assist in developing leadership competencies for the leaders across Saint Paul Public Schools and supporting their enablement through various leader training opportunities.
2. Through this contract, we will achieve:
  - Leadership Competency Development: In the Lead, Inc. will work with the executive leadership team, senior leadership team, and with a group of directors and managers to identify key leadership competencies
  - Performance Appraisal Development: using the newly created leadership competencies, In the Lead, Inc. will create an updated leader performance appraisal tool and guide.
  - Interview Guide: using the newly created leadership competencies, In the Lead, Inc. will work with a group of identified leaders to create interview questions, rubric and guide to assess leadership competencies via the hiring process.
  - Learning Materials and Facilitation: In the Lead, Inc. will create learning modules so all leaders receive professional development on the leadership competencies and performance appraisal tool and process.
3. In the Lead, Inc. contract will span from March of 2024 through June of 2025.
4. The cost of the contract in the amount of \$176,400.00 will be paid by Human Resources general fund.
3. This project will meet the District strategic plan focus area of Positive School and District Culture
4. This item is submitted by Pat Pratt-Cook, Executive Chief of Human Resources.

**B. RECOMMENDATION:**

That the Board of Education authorize the Superintendent (designee) to execute a contract in the amount not to exceed \$200,000.00 with In the Lead, Inc.

**INDEPENDENT SCHOOL DISTRICT NO. 625  
BOARD OF EDUCATION  
SAINT PAUL PUBLIC SCHOOLS**

**DATE:** February 20, 2024

**TOPIC:** Design Services for the Washington Technology Roofing and Paving project  
(Project # 4040-24-01)

**A. PERTINENT FACTS:**

1. This agenda item seeks approval to award design and construction administration services for the Washington Technology Roofing and Paving project (Project # 4040-24-01).
2. In alignment with Board and Procurement protocols, a Request for Qualifications (No. A21-1401-A) was issued Spring of 2021 to establish a slate of Board approved consultants with a standard contract form. The selected consultants were approved by the Board on June 22, 2021. The District will use this slate to issue targeted solicitations with Requests for Proposals (RFP) for specific projects. RFP responses are reviewed using consistent metrics and a consultant is selected for award of contract.
3. This contract provides design and construction administration services for the Washington Technology Roofing and Paving project.
4. The Project phase gate schedule is currently:

<b>Gate # and Description</b>	<b>Date</b>
#1 – Master Planning	March 23, 2021
#2 – Project Charter (Predesign)	Not applicable on deferred maintenance programs
#3 – Project Budget	November 2024 (anticipated)
#4 – Contract Award	January 2025 (anticipated)
#5.1 – Project Close-Out	September 2026 (anticipated)
#5.2 – Final Project Summary	September 2027 (anticipated)

5. A summary of the current project budget is as follows:

<b>Rough Order of Magnitude Estimate</b>	<b>Current Obligations</b>	<b>Invoiced to Date</b>	<b>Percent Invoiced</b>
\$10.5M - \$12.5M	\$0	\$0	0%

6. The following vendor was selected:

Not-to-Exceed Fee

Miller Dunwiddie .....\$337,400

7. A summary of current and anticipated funding is as follows:

<b>Funding Source</b>	<b>Amount</b>
LTFM FY24-27	\$11,684,000

8. This project meets the District Strategic Plan goals by aligning resource allocation to District priorities.
9. This item is submitted by Tom Parent, Executive Director of Operations and Administration; Tom Sager, Executive Chief of Financial Services; and Jackie Turner, Chief Administration and Operations Officer.

**B. RECOMMENDATION:**

That the Board of Education authorize award of design and construction administration services to Miller Dunwiddie for the not-to-exceed fee of \$337,400.

**INDEPENDENT SCHOOL DISTRICT NO. 625  
BOARD OF EDUCATION  
SAINT PAUL PUBLIC SCHOOLS**

**DATE:** February 20, 2024

**TOPIC:** Memorandum of Agreement with Capella University for Nursing Clinical Experiences

**A. PERTINENT FACTS:**

1. Saint Paul Public Schools has had a long relationship of training student nurses in our schools. The participating universities and colleges enter into an agreement to send student nurses to our district and provide appropriate oversight of the program. The district agrees to provide a suitable setting for the students to learn and grow as a nurse.
2. This request is for ongoing participation in a student clinical experience with Saint Paul Public Schools and Capella University.
3. This Agreement shall remain in effect until February 20, 2026. This Agreement may be terminated by either party at any time upon one-year written notice to the other party. Termination by the Facility shall not become effective with respect to students then participating in the clinical experience program.
4. The arrangements with nurse preparation programs provide an excellent way to recruit candidates for the district.
5. There is no additional cost to the district for the nurse preparation programs.
6. Collaboration with area colleges to train high quality nurses supports the strategic plan goal of aligning sustainability and strengthening relationships with community and families.
7. This item is submitted by Rebecca Schmidt, Interim Director, Health and Wellness, and Heidi Nistler, Assistant Superintendent of Specialized Services; and Andrew Collins, Executive Chief of Schools and Learning.

**B. RECOMMENDATION:**

That the Board of Education authorizes the Superintendent to enter into a memorandum of understanding with Capella University for nursing clinical experiences.

**INDEPENDENT SCHOOL DISTRICT NO. 625  
BOARD OF EDUCATION  
SAINT PAUL PUBLIC SCHOOLS**

**DATE:** February 20, 2024

**TOPIC:** Lease Agreement with Teatro del Pueblo

**A. PERTINENT FACTS:**

1. Teatro del Pueblo and Saint Paul Public Schools desire to enter into a Lease Agreement at the Baker Center, located at 209 West Page Street.
2. The administration is agreeable to lease space to Teatro.
3. Terms and conditions of the Lease Agreement include the following:
  - a. The lease term will be twenty-four (24) months commencing January 1, 2024 and terminating December 31, 2025, with two (2) one (1) year extension options.
  - b. The District will lease approximately Four Hundred Twenty-Eight (428) square feet of dedicated space at the Baker Center to Teatro.
  - c. Rent for this term shall be Seven Hundred Thirty and 23/100 Dollars (\$730.23) monthly. Revenue will be applied to debt service.
4. This Lease Agreement meets the District Strategic Plan goals by aligning Program Evaluation and Resource Allocation to District priorities.
5. This item is submitted by Tom Parent, Executive Director of Operations and Administration, and Jackie Turner, Executive Chief Administration and Operations Officer.

**B. RECOMMENDATIONS:**

That the Board of Education authorize the execution of the Lease Agreement between the District and Teatro del Pueblo at the Baker Center, located at 209 West Page Street.

**INDEPENDENT SCHOOL DISTRICT NO. 625  
BOARD OF EDUCATION  
SAINT PAUL PUBLIC SCHOOLS**

**DATE:** February 20, 2024

**TOPIC:** Lease Agreement with West Side Community Organization

**A. PERTINENT FACTS:**

1. West Side Community Organization (WSCO) and Saint Paul Public Schools desire to enter into a Lease Agreement at the Baker Center, located at 209 West Page Street.
2. The administration is agreeable to lease space to WSCO.
3. Terms and conditions of the Lease Agreement include the following:
  - a. The lease term will be twenty-four (24) months commencing January 1, 2024 and terminating December 31, 2025, with two (2) one (1) year extension options.
  - b. The District will lease approximately Four Hundred Forty-Three (443) square feet of dedicated space at the Baker Center to WSCO.
  - c. Rent for this term shall be Seven Hundred Seventy-Four and 05/100 Dollars (\$774.05) monthly. Revenue will be applied to debt service.
4. This Lease Agreement meets the District Strategic Plan goals by aligning Program Evaluation and Resource Allocation to District priorities.
5. This item is submitted by Tom Parent, Executive Director of Operations and Administration, and Jackie Turner, Executive Chief Administration and Operations Officer.

**B. RECOMMENDATIONS:**

That the Board of Education authorize the execution of the Lease Agreement between the District and West Side Community Organization at the Baker Center, located at 209 West Page Street.

**INDEPENDENT SCHOOL DISTRICT NO. 625  
BOARD OF EDUCATION  
SAINT PAUL PUBLIC SCHOOLS**

**DATE:** February 20, 2024

**TOPIC:** Request to Sign School Social Work Internship Agreement with Metro State University

**A. PERTINENT FACTS:**

1. Request to sign the School Social Work Internship agreement with Metro State University.
2. SPPS has one of the most extensive school social work programs in Minnesota. SPPS strives to continue to hire school social workers to work with our diverse student population. Formal partnerships with social work programs that share our commitment to equity are essential to this process.
3. We hope to extend this partnership into the future, This new partnership will be reviewed annually in collaboration with Metro State University
4. There is no cost to SPPS for this partnership.
5. This project will meet the District strategic plan focus area of Positive School and District Culture.
6. This item is submitted by Michelle Viera Keleny, Social Work Coordinator, and Heidi Nistler, Assistant Superintendent of Specialized Services; and Andrew Collins, Executive Chief of Schools and Learning.

**B. RECOMMENDATION:**

The Board of Education authorizes the Superintendent (designee) to sign the School Social Work Internship Agreement between Saint Paul Public Schools and Metro State University.

**INDEPENDENT SCHOOL DISTRICT NO. 625  
BOARD OF EDUCATION  
SAINT PAUL PUBLIC SCHOOLS**

**DATE:** February 20, 2024

**TOPIC:** Lease Agreement with Youth Farm

**A. PERTINENT FACTS:**

1. Youth Farm and Saint Paul Public Schools desire to enter into a Lease Agreement at the Baker Center, located at 209 West Page Street.
2. The administration is agreeable to lease space to Youth Farm.
3. Terms and conditions of the Lease Agreement include the following:
  - a. The lease term will be twenty-four (24) months commencing January 1, 2024 and terminating December 31, 2025, with two (2) one (1) year extension options.
  - b. The District will lease approximately Three Hundred Six (306) square feet of dedicated space at the Baker Center to Youth Farm.
  - c. Rent for this term shall be Five Hundred Fourteen and 19/100 Dollars (\$514.19) monthly. Revenue will be applied to debt service.
4. This Lease Agreement meets the District Strategic Plan goals by aligning Program Evaluation and Resource Allocation to District priorities.
5. This item is submitted by Tom Parent, Executive Director of Operations and Administration, and Jackie Turner, Executive Chief Administration and Operations Officer.

**B. RECOMMENDATIONS:**

That the Board of Education authorize the execution of the Lease Agreement between the District and Youth Farm at the Baker Center, located at 209 West Page Street.



**INDEPENDENT SCHOOL DISTRICT NO. 625  
BOARD OF EDUCATION  
SAINT PAUL PUBLIC SCHOOLS**

**DATE:** February 20, 2024

**TOPIC:** Lease Agreement with the YMCA of the Greater Twin Cities

**A. PERTINENT FACTS:**

1. The YMCA of the Greater Twin Cities and Saint Paul Public Schools desire to enter into a Lease Agreement at the Baker Center, located at 209 West Page Street.
2. The administration is agreeable to lease space to the YMCA.
3. Terms and conditions of the Lease Agreement include the following:
  - a. The lease term will be twenty-four (24) months commencing January 1, 2024 and terminating December 31, 2025, with two (2) one (1) year extension options.
  - b. The District will lease approximately One Hundred Seventy-Four (174) square feet of dedicated space at the Baker Center to the YMCA.
  - c. Rent for this term shall be Two Hundred Ninety-Six and 87/100 Dollars (\$296.87) monthly. Revenue will be applied to debt service.
4. This Lease Agreement meets the District Strategic Plan goals by aligning Program Evaluation and Resource Allocation to District priorities.
5. This item is submitted by Tom Parent, Executive Director of Operations and Administration, and Jackie Turner, Executive Chief Administration and Operations Officer.

**B. RECOMMENDATIONS:**

That the Board of Education authorize the execution of the Lease Agreement between the District and the YMCA of the Greater Twin Cities at the Baker Center, located at 209 West Page Street.

**INDEPENDENT SCHOOL DISTRICT NO. 625  
BOARD OF EDUCATION  
SAINT PAUL PUBLIC SCHOOLS**

**DATE:** February 20, 2024

**TOPIC:** Monthly Operating Authority

**A. PERTINENT FACTS:**

1. The Board of Education must authorize and approve all expenditures of the District.
2. The Board of Education must ratify any changes in collateral that have been previously approved by the Assistant Treasurer.
3. This item meets the District target area of goals alignment and sustainability.
4. This item is submitted by Tom Sager, Executive Chief of Financial Services.

**B. RECOMMENDATIONS:**

1. That the Board of Education approve and ratify the following checks and electronic transfers for the period December 1, 2023 – December 31, 2023

(a) General Account	#768045-769073	\$94,010,491.45
	#0005106-0005143	
	#7005030-7005060	
	#0009398-0009549	
(b) Construction Payments	- 0 -	\$7,548,048.34
(c) Debt Service	- 0 -	<u>0.00</u>
		\$101,558,539.79

Included in the above disbursements are two payrolls in the amount of \$65,265,391.95 and overtime of \$398,415.71 or 0.61% of payroll.

(d) Collateral Changes

**Released:**

None

**Additions:**

None

2. That the Board of Education further authorize payment of properly certified cash disbursements including payrolls, overtime schedules, compensation claims, and claims under the Worker's Compensation Law falling within the period ending June 30,2024.

**INDEPENDENT SCHOOL DISTRICT NO. 625  
BOARD OF EDUCATION  
SAINT PAUL PUBLIC SCHOOLS**

**DATE:** February 20, 2024

**TOPIC:** Recommendations for Exclusion of Students Non-Compliant with Minnesota Statute 121A.15 Health Standards: Immunizations

**A. PERTINENT FACTS:**

1. Minnesota immunization law (M.S. 121A. 15 Health Standards for Immunizations) requires that in order for a child to enroll in child care, early education programs, or school a parent must show they have received immunizations or an exemption.
2. Immunizations help protect children against disease or reduce the impact from that disease.
3. There are students in the District who are not in compliance with M.S. 121A.15 Health Standards for Immunizations. Noncompliant lists are reviewed and updated regularly.
4. Parents/guardians with a noncompliant student have been informed of required missing immunizations. They are provided information about immunization law, immunization resources and have been informed about medical or conscientious exemption options. Contacts are made via mail, phone and email and in home languages. Parents/guardians have had a minimum of 30 days to comply with the law after they are informed that their child is non-compliant.
5. Once in compliance (required immunization received or proof of meeting exemption requirement is provided) then students are allowed to return to school and programming.
6. This project will meet the District target area goals by ensuring high academic achievement for all students.
7. Requested by Rebecca Schmidt, Interim Director, Health and Wellness, and Heidi Nistler, Assistant Superintendent of Specialized Services; and Andrew Collins, Executive Chief of Schools and Learning.

**B. RECOMMENDATION:**

That the Board of Education exclude noncompliant student(s) from school(s) effective February 28, 2024, should they not comply with Minnesota State Health Standards for Immunizations on or before this date.

**HUMAN RESOURCE TRANSACTIONS**  
**January 1, 2024 – January 31, 2024**  
**February 20, 2024**

**NEW APPOINTMENT**

<b><u>Name</u></b>	<b><u>Job Category</u></b>	<b><u>Eff Date</u></b>	<b><u>Pay Rate</u></b>	<b><u>Location</u></b>
Brown, P.	Classroom Teacher	01/16/2024	\$53.90	Global Arts Plus - Lwr
Fried, I.	Classroom Teacher	01/20/2024	\$31.75	Global Arts Plus - Upr
Kennedy, K.	Classroom Teacher	01/06/2024	\$31.25	Frost Lake Elem
Minette, S.	Classroom Teacher	02/10/2024	\$53.90	East African Elem Magnet
Noor, Z.	Classroom Teacher	01/06/2024	\$37.08	Capitol Hill Magnet
Rivera, A.	Classroom Teacher	01/16/2024	\$47.39	Washington Tech Middle
Rogness, J.	Classroom Teacher	02/03/2024	\$53.90	Murray Middle
Kent, A.	Classroom Teacher	01/16/2024	\$51.29	Hidden River Middle
Massey-Vickers, S.	Classroom Teacher	01/06/2024	\$53.90	Capitol Hill Magnet
Morrison, S.	Classroom Teacher	01/06/2024	\$29.27	Groveland Park Elem
Sirleaf-Harris, H.	Classroom Teacher	01/27/2024	\$39.92	E-STEM Middle
Glenn, S.	School/Community Professional	01/20/2024	\$28.76	Farnsworth Aerospace Upr
Martinez, F.	School/Community Professional	01/06/2024	\$28.59	RiverEast Elem/Secondary
Xiong, G.	School/Community Professional	02/17/2024	\$30.55	Focus Beyond (18-Adult)
Brown, S.	Education Assistant	01/06/2024	\$19.68	Battle Creek Middle
Fischenich, K.	Education Assistant	01/06/2024	\$20.70	Farnsworth Aerospace Lwr
Mensah, C.	Education Assistant	12/04/2023	\$21.16	Humboldt Secondary
Mohamed, F.	Education Assistant	01/06/2024	\$18.85	Humboldt Secondary
Muwanashyaka, I.	Education Assistant	01/06/2024	\$21.55	Highwood Hills Elem
Odeen, K.	Education Assistant	02/03/2024	\$21.55	Focus Beyond (18-Adult)
Prasad, J.	Education Assistant	01/27/2024	\$23.47	Colborne Admin Offices
Stanton, M.	Education Assistant	01/16/2024	\$27.43	Focus Beyond (18-Adult)
Arnold, L.	Teaching Assistant	01/06/2024	\$25.38	Humboldt Secondary
Cooper, J.	Teaching Assistant	01/06/2024	\$25.38	Bridge View
Desrosiers, J.	Teaching Assistant	01/06/2024	\$22.55	Central Senior High
French, L.	Teaching Assistant	01/06/2024	\$19.50	Randolph Heights Elem
Grinstead, J.	Teaching Assistant	01/06/2024	\$22.55	Farnsworth Aerospace Upr

**HUMAN RESOURCE TRANSACTIONS**  
**January 1, 2024 – January 31, 2024**  
**February 20, 2024**

**NEW APPOINTMENT**

<b><u>Name</u></b>	<b><u>Job Category</u></b>	<b><u>Eff Date</u></b>	<b><u>Pay Rate</u></b>	<b><u>Location</u></b>
Gural, S.	Teaching Assistant	12/02/2023	\$20.23	1780 West 7th St
Hser, M.	Teaching Assistant	01/06/2024	\$20.23	Crossroads Science
Jackson, A.	Teaching Assistant	01/27/2024	\$22.55	Como Park Senior High
Jarvi-Beamer, B.	Teaching Assistant	01/20/2024	\$22.55	St. Paul Music Academy
McQueen, D.	Teaching Assistant	01/06/2024	\$22.55	Central Senior High
Orellana, M.	Teaching Assistant	01/06/2024	\$23.12	Como Park Senior High
Perez, C.	Teaching Assistant	01/27/2024	\$20.23	Expo for Excellence Elem
Roberts, T.	Teaching Assistant	01/06/2024	\$19.50	Highland Park Elem
Speldrick, A.	Teaching Assistant	01/16/2024	\$19.50	Hamline Elem
Stich, C.	Teaching Assistant	01/20/2024	\$22.55	Central Senior High
Thapaw, M.	Teaching Assistant	01/16/2024	\$20.89	The Heights Community
Titus, S.	Teaching Assistant	01/16/2024	\$20.89	Humboldt Secondary
Yang, C.	Teaching Assistant	01/27/2024	\$23.12	Harding Senior High
Dasyilva, J.	Clerical	01/08/2024	\$31.34	Colborne Admin Offices
Lundblad Dahl, D.	Clerical	01/06/2024	\$31.34	Colborne Admin Offices
Sarnor, A.	Clerical	01/06/2024	\$31.34	Colborne Admin Offices
Rogers, A.	Machinists	01/13/2024	\$32.91	Como Service Center
Abukar, M.	Nutrition Services	01/27/2024	\$17.53	Humboldt Secondary
Arnold, M.	Nutrition Services	01/16/2024	\$26.22	Como Service Center
Castor, G.	Nutrition Services	01/27/2024	\$17.53	Eastern Heights Elem
Hae, H.	Nutrition Services	01/06/2024	\$19.40	Gordon Parks High
Manzo, C.	Nutrition Services	01/06/2024	\$17.53	Como Service Center
Schmidt, R.	Nutrition Services	01/27/2024	\$17.53	Four Seasons A+
Tramble, A.	Nutrition Services	01/06/2024	\$17.53	Rondo Education Center
West, T.	Nutrition Services	01/27/2024	\$17.53	Battle Creek Elem
Marple, B.	Professional Employee	01/16/2024	\$31.80	Como Service Center
Reitz, S.	Supervisory	01/27/2024	\$65.89	Colborne Admin Offices

**HUMAN RESOURCE TRANSACTIONS**  
**January 1, 2024 – January 31, 2024**  
**February 20, 2024**

**PROMOTION**

<b><u>Name</u></b>	<b><u>Job Category</u></b>	<b><u>Eff Date</u></b>	<b><u>Pay Rate</u></b>	<b><u>Location</u></b>
Brito Ortega, J.	Education Assistant From: Teaching Assistant	01/06/2024	\$25.85	Harding Senior High
Leverich, M.	Education Assistant From: Teaching Assistant	01/16/2024	\$25.06	Nokomis Montessori North
Soto, M.	Education Assistant From: Teaching Assistant	01/16/2024	\$25.85	Como Park Elem
McGee, T.	Teaching Assistant Career Progression	01/16/2024	\$22.55	Capitol Hill Magnet
Newman, D.	Clerical From: Teaching Assistant	02/03/2024	\$27.39	Washington Tech High
Amuda, B.	Nutrition Services Career Progression	01/27/2024	\$22.96	L Etoile du Nord French Immrsn
Hunter, C.	Nutrition Services Career Progression	01/27/2024	\$21.24	Early Learning Hub - East

**TEMPORARY APPOINTMENT**

<b><u>Name</u></b>	<b><u>Job Category</u></b>	<b><u>Eff Date</u></b>	<b><u>Pay Rate</u></b>	<b><u>Location</u></b>
Voves, A.	Classroom Teacher	01/27/2024	\$53.16	Murray Middle
Ruble, S.	Classroom Teacher	01/06/2024	\$33.18	271 Belvidere Bldg

**LEAVE OF ABSENCE**

<b><u>Name</u></b>	<b><u>Job Category</u></b>	<b><u>Eff Date</u></b>	<b><u>Location</u></b>
Atkinson, J.	Classroom Teacher	01/16/2024	Murray Middle
Clardy, M.	Classroom Teacher	01/30/2024	Como Service Center
Hannon, C.	Classroom Teacher	01/23/2024	Global Arts Plus - Upr
Hser, P.	Classroom Teacher	11/30/2023	Como Park Senior High
Thoreson, N.	Classroom Teacher	01/11/2024	Maxfield Elem
Vang, M.	Classroom Teacher	01/09/2024	L Etoile du Nord French Immrsn
Lee, S.	Classroom Teacher	01/17/2024	Murray Middle
Lee, Y.	Classroom Teacher	12/11/2023	Harding Senior High
Yang, S.	Classroom Teacher	10/25/2023	Frost Lake Elem/
Moore, L.	Classroom Teacher	01/08/2024	Wellstone Elem
Williams, D.	Classroom Teacher	01/08/2024	RiverEast Elem/Secondary
Bei, M.	Education Assistant	01/19/2024	Crossroads Montessori
Simmer, E.	Education Assistant	01/08/2024	271 Belvidere Bldg
Drake, M.	Teaching Assistant	01/30/2024	Como Park Elem

**HUMAN RESOURCE TRANSACTIONS**  
**January 1, 2024 – January 31, 2024**  
**February 20, 2024**

**LEAVE OF ABSENCE**

<b><u>Name</u></b>	<b><u>Job Category</u></b>	<b><u>Eff Date</u></b>	<b><u>Location</u></b>
Nelson, S.	Teaching Assistant	01/08/2024	Expo for Excellence Elem
Dahn, G.	Clerical	01/18/2024	Colborne Admin Offices
Perez, S.	Custodian	12/18/2023	Highland Park Senior
Bushway, L.	Nutrition Services	12/13/2023	Daytons Bluff Achievement Plus
Sachdeva, R.	Supervisory	01/05/2024	Colborne Admin Offices

**REHIRE**

<b><u>Name</u></b>	<b><u>Job Category</u></b>	<b><u>Eff Date</u></b>	<b><u>Pay Rate</u></b>	<b><u>Location</u></b>
Diaz Rieth, W.	Classroom Teacher	01/08/2024	\$53.90	RiverEast Elem/Secondary
Hable, R.	Classroom Teacher	01/20/2024	\$53.90	Benjamin Mays/Museum
Michaud, S.	Classroom Teacher	01/06/2024	\$47.39	Central Senior High
Mosiori, R.	Classroom Teacher	01/16/2024	\$36.96	Washington Tech High
Rassett, R.	Classroom Teacher	01/27/2024	\$30.30	Frost Lake Elem
Stevens, J.	Classroom Teacher	01/06/2024	\$53.90	Hamline Elem
McCoy, M.	School/Community Professional	01/27/2024	\$28.59	RiverEast Elem/Secondary
Woods, D.	School/Community Professional	01/16/2024	\$29.71	E-STEM Middle
Logan, R.	Teaching Assistant	02/10/2024	\$20.23	Highland Park Elem
Stewart, Q.	Teaching Assistant	01/27/2024	\$22.55	Eastern Heights Elem
Williams, M.	Teaching Assistant	01/06/2024	\$25.38	Washington Tech Middle
Greaves, S.	Nutrition Services	01/06/2024	\$17.53	Rondo Education Center
Hernandez, A.	Nutrition Services	01/27/2024	\$17.53	Rondo Education Center
Lee, J.	Nutrition Services	01/06/2024	\$22.29	The Heights Community

**REINSTATEMENT FROM LEAVE OF ABSENCE**

<b><u>Name</u></b>	<b><u>Job Category</u></b>	<b><u>Eff Date</u></b>	<b><u>Location</u></b>
Doenges, M.	Classroom Teacher	01/22/2024	Horace Mann
Gregory, K.	Classroom Teacher	01/08/2024	271 Belvidere Bldg
Phan, C.	Classroom Teacher	01/08/2024	Mississippi Creative Arts Elem
Rodriguez Perez, M.	Classroom Teacher	01/08/2024	Riverview Dual Immrsn
Snyder, G.	Classroom Teacher	01/08/2024	Como Park Elem
Winter, D.	Classroom Teacher	01/08/2024	Hidden River Middle

**HUMAN RESOURCE TRANSACTIONS**  
**January 1, 2024 – January 31, 2024**  
**February 20, 2024**

**REINSTATEMENT FROM LEAVE OF ABSENCE**

<b><u>Name</u></b>	<b><u>Job Category</u></b>	<b><u>Eff Date</u></b>	<b><u>Location</u></b>
Xiong, P.	Classroom Teacher	01/08/2024	Txuj Ci HMong Lwr
Yang, S.	Classroom Teacher	01/16/2024	Frost Lake Elem
Davis, A.	Classroom Teacher	01/08/2024	Benjamin Mays/Museum
Donnelly, R.	Classroom Teacher	02/12/2024	Hidden River Middle
Ewing, K.	Classroom Teacher	01/30/2024	Como Park Senior High
Steele, B.	School/Community Professional	01/29/2024	Hazel Park Preparatory Academy
Suchon, A.	School/Community Professional	01/16/2024	Harding Senior High
Aljabery, I.	Education Assistant	01/08/2024	Humboldt Secondary
Acree, K.	Teaching Assistant	01/11/2024	Johnson Senior High
Morris, A.	Teaching Assistant	01/08/2024	The Heights Community
Vang, M.	Teaching Assistant	01/09/2024	St. Paul Music Academy
Moses, B.	Bus Driver	01/05/2024	Transportation Services
Vang, M.	Nutrition Services	01/08/2024	E-STEM Middle
Foerster, R.	Painter	01/09/2024	Como Service Center
Thole, S.	Technical	01/02/2024	Como Service Center

**REHIRE AFTER TERMINATION**

<b><u>Name</u></b>	<b><u>Job Category</u></b>	<b><u>Eff Date</u></b>	<b><u>Pay Rate</u></b>	<b><u>Location</u></b>
Callan, L.	Classroom Teacher	02/17/2024	\$40.14	Frost Lake Elem
Ross, T.	Teaching Assistant	01/09/2024	\$23.30	Mississippi Creative Arts Elem

**VOLUNTARY REDUCTION IN TITLE**

<b><u>Name</u></b>	<b><u>Job Category</u></b>	<b><u>Eff Date</u></b>	<b><u>Pay Rate</u></b>	<b><u>Location</u></b>
Brenneman, M.	Teaching Assistant	01/06/2024	\$22.51	Expo for Excellence Elem
Jakes, K.	Teaching Assistant	01/27/2024	\$22.51	Highland Park Elem
Yang, P.	Clerical	01/16/2024	\$23.06	Capitol Hill Magnet

**RETIREMENT**

<b><u>Name</u></b>	<b><u>Job Category</u></b>	<b><u>Eff Date</u></b>	<b><u>Location</u></b>
Lorenzen, R.	Central Administrator	07/14/2024	Como Service Center
Pille, M.	Classroom Teacher	06/15/2024	Txuj Ci HMong Lwr
Riesgraf, R.	Classroom Teacher	06/15/2024	Frost Lake Elem
Myers, R.	School/Community Professional	06/12/2024	Hazel Park Preparatory Academy



**HUMAN RESOURCE TRANSACTIONS**  
**January 1, 2024 – January 31, 2024**  
**February 20, 2024**

**RETIREMENT**

<b><u>Name</u></b>	<b><u>Job Category</u></b>	<b><u>Eff Date</u></b>	<b><u>Location</u></b>
Vang, Y.	Education Assistant	01/27/2024	Ronald M Hubbs Center
Zepeda, M.	Clerical	01/26/2024	Gordon Parks High - ALC

**RESIGNATION**

<b><u>Name</u></b>	<b><u>Job Category</u></b>	<b><u>Eff Date</u></b>	<b><u>Location</u></b>
Brew, R.	Classroom Teacher	12/30/2023	Frost Lake Elem
Brown, P.	Classroom Teacher	01/17/2024	Global Arts Plus - Lwr
Callan, L.	Classroom Teacher	02/16/2024	Frost Lake Elem
Landreville, K.	Classroom Teacher	02/03/2024	Agape High (ALC)
Walsh-Livstrom, D.	Classroom Teacher	01/27/2024	Como Park Senior High
Weinberg, E.	Classroom Teacher	01/18/2024	L Etoile du Nord French Immrsn
Sang, P.	Classroom Teacher	01/06/2024	Washington Tech High
Yusuf, A.	Classroom Teacher	01/27/2024	Wellstone Elem
Jones, O.	Classroom Teacher	01/06/2024	Highwood Hills Elem
Payne, K.	Classroom Teacher	01/24/2024	Bruce F Vento Elem
Lilja, L.	Classroom Teacher	01/06/2024	Virtual Learning - Elem
Bees, S.	Classroom Teacher	01/18/2024	American Indian Magnet
Labernik-Hiller, C.	Classroom Teacher	01/12/2024	Hazel Park Preparatory Academy
Leake, K.	Classroom Teacher	01/06/2024	Open World Learning
Janey, K.	School/Community Professional	02/03/2024	RiverEast Elem/Secondary
Thao, C.	Education Assistant	01/25/2024	Focus Beyond (18-Adult)
Hasen, N.	Teaching Assistant	12/23/2023	Highwood Hills Elem
Her, P.	Teaching Assistant	01/14/2024	Early Learning Hub - East
Kimball, C.	Teaching Assistant	12/30/2023	Groveland Park Elem
Mohamoud, N.	Teaching Assistant	12/23/2023	Highwood Hills Elem
Orellana, M.	Teaching Assistant	01/20/2024	Como Park Senior High
Qasim, R.	Teaching Assistant	12/30/2023	Focus Beyond (18-Adult)
Raney, J.	Teaching Assistant	12/30/2023	Crossroads Science
Troupe-Nelsen, S.	Teaching Assistant	12/23/2023	Early Learning Hub - East
Wright, M.	Teaching Assistant	01/27/2024	Hazel Park Preparatory Academy

**HUMAN RESOURCE TRANSACTIONS**  
**January 1, 2024 – January 31, 2024**  
**February 20, 2024**

**RESIGNATION**

<b><u>Name</u></b>	<b><u>Job Category</u></b>	<b><u>Eff Date</u></b>	<b><u>Location</u></b>
Wright, S.	Teaching Assistant	06/15/2024	Highland Park Senior
Johnson, J.	Custodian	01/27/2024	Como Service Center
Ibarra, L.	Nutrition Services	01/20/2024	Harding Senior High
Lopez, J.	Nutrition Services	03/09/2024	Johnson Senior High
Martin, D.	Nutrition Services	01/23/2024	Hidden River Middle
Ottinger, T.	Nutrition Services	12/31/2023	Global Arts Plus - Lwr
Rulford, S.	Nutrition Services	01/09/2024	East African Elem Magnet
Smith, C.	Nutrition Services	09/30/2023	Farnsworth Aerospace Upr
Thompson-Scott, D.	Nutrition Services	12/30/2023	Murray Middle

**TERMINATION**

<b><u>Name</u></b>	<b><u>Job Category</u></b>	<b><u>Eff Date</u></b>
G., S.	Central Administrator	09/30/2023
H., A.	School/Community Professional	01/25/2024
G., T.	Teaching Assistant	12/19/2023
H., K.	Teaching Assistant	12/06/2023
M., A.	Teaching Assistant	01/26/2024
N., C.	Teaching Assistant	12/23/2023
P., R.	Teaching Assistant	01/18/2024
S., E.	Teaching Assistant	01/26/2024
L., L.	Custodian	01/09/2024
G., M.	Nutrition Services	01/13/2024
M., B.	Nutrition Services	01/16/2024
S., J.	Nutrition Services	12/30/2023

**DISCHARGE**

<b><u>Name</u></b>	<b><u>Job Category</u></b>	<b><u>Eff Date</u></b>
U., R.	Bus Driver	01/13/2024

**TERMINATION OF TEMPORARY EMPLOYMENT**

<b><u>Name</u></b>	<b><u>Job Category</u></b>	<b><u>Eff Date</u></b>
B., Y.	Classroom Teacher	06/15/2024
B., C.	Classroom Teacher	06/15/2024
B., J.	Classroom Teacher	06/15/2024

**HUMAN RESOURCE TRANSACTIONS**  
**January 1, 2024 – January 31, 2024**  
**February 20, 2024**

**TERMINATION OF TEMPORARY EMPLOYMENT**

<b><u>Name</u></b>	<b><u>Job Category</u></b>	<b><u>Eff Date</u></b>
B., P.	Classroom Teacher	06/15/2024
C., C.	Classroom Teacher	06/15/2024
C., C.	Classroom Teacher	06/15/2024
D., E.	Classroom Teacher	06/15/2024
E., S.	Classroom Teacher	06/15/2024
E., K.	Classroom Teacher	06/15/2024
E., I.	Classroom Teacher	06/15/2024
E., J.	Classroom Teacher	06/15/2024
F., M.	Classroom Teacher	06/15/2024
G., K.	Classroom Teacher	06/15/2024
H., I.	Classroom Teacher	06/15/2024
I., J.	Classroom Teacher	06/15/2024
J., T.	Classroom Teacher	06/15/2024
K., D.	Classroom Teacher	06/15/2024
K., S.	Classroom Teacher	06/15/2024
L., M.	Classroom Teacher	06/15/2024
L., W.	Classroom Teacher	06/15/2024
L., A.	Classroom Teacher	06/15/2024
M., M.	Classroom Teacher	06/15/2024
M., E.	Classroom Teacher	06/15/2024
N., C.	Classroom Teacher	06/15/2024
O., B.	Classroom Teacher	06/15/2024
R., M.	Classroom Teacher	06/15/2024
S., K.	Classroom Teacher	06/15/2024
S., S.	Classroom Teacher	06/15/2024
T., L.	Classroom Teacher	06/15/2024
T., A.	Classroom Teacher	06/15/2024
T., R.	Classroom Teacher	06/15/2024

**HUMAN RESOURCE TRANSACTIONS**  
**January 1, 2024 – January 31, 2024**  
**February 20, 2024**

**TERMINATION OF TEMPORARY EMPLOYMENT**

<b><u>Name</u></b>	<b><u>Job Category</u></b>	<b><u>Eff Date</u></b>
V., A.	Classroom Teacher	06/15/2024
X., J.	Classroom Teacher	06/15/2024
X., X.	Classroom Teacher	06/15/2024
Z., K.	Classroom Teacher	06/15/2024
Z., N.	Classroom Teacher	06/15/2024
M., A.	Classroom Teacher	01/13/2024
R., K.	Classroom Teacher	06/15/2024
T., T.	Classroom Teacher	06/15/2024
V., A.	Classroom Teacher	06/15/2024
M., J.	Classroom Teacher	06/15/2024
L., K.	Classroom Teacher	06/15/2024
A., M.	Classroom Teacher	06/15/2024
K., C.	Classroom Teacher	06/15/2024
K., B.	Classroom Teacher	06/15/2024
M., H.	Classroom Teacher	06/15/2024
R., L.	Classroom Teacher	06/15/2024
B., T.	Classroom Teacher	02/10/2024

**INDEPENDENT SCHOOL DISTRICT NO. 625  
BOARD OF EDUCATION  
SAINT PAUL PUBLIC SCHOOLS**

**DATE:** February 20, 2024

**TOPIC:** Facilities Department FY24 Purchases over \$175,000

**A. PERTINENT FACTS:**

1. In the normal course of work, the Facilities Department must establish purchases with vendors that may incur costs in excess of \$175,000 throughout the fiscal year.
2. The following list indicates said purchases:

Vendor	Description	Amount	Contract ID Or Bid Number
IEA*	Abatement, fit testing, and lead in water testing	Current Approved PO Amount: \$300,000 Increase: \$100,000 <b>New PO Amount: \$400,000</b>	#PR00002476
Mavo*	General services for environmental abatement and remediation	Current Approved PO Amount: \$805,000 Increase: \$200,000 <b>New PO Amount: \$1,005,000</b>	A-189(5)

\*Per the June 2023 BAI, mid-year increases are anticipated.

3. The purchases will be reviewed by Brian Cihacek, Purchasing Manager.
4. Funding will be provided from the approved Facilities Department Fiscal Year 2024 budget.
5. The purchases meet the District Strategic Plan goals by aligning Program Evaluation and Resource Allocation to District priorities.
6. This item is submitted by Tom Parent, Executive Director of Operations & Administration Tom Sager, Executive Chief of Financial Services, and Jackie Turner, Executive Chief of Administration and Operations.

**B. RECOMMENDATION:**

That the Board of Education authorize the purchases listed for the Facilities Department anticipated to be over the \$175,000.

**INDEPENDENT SCHOOL DISTRICT NO. 625  
BOARD OF EDUCATION  
SAINT PAUL PUBLIC SCHOOLS**

**DATE:** February 20, 2024

**TOPIC:** Project Budget Modification Request and Finance Plan Update for the Farnsworth Aerospace Upper HVAC Replacement Project (Project #1030-23-01)

**A. PERTINENT FACTS:**

1. This agenda item seeks approval to modify the budget of the Farnsworth Aerospace Upper HVAC Replacement - Project # 1030-23-01:
  - a. Additional work is proposed at Farnsworth Aerospace Upper, specifically replacement of outdated fire alarm and infrastructure cabling systems. While the fire alarm work was slated to begin in FY26, incorporating this scope into the current Farnsworth Aerospace Upper HVAC Replacement project allows us to gain efficiencies in both schedule and cost while addressing needs that have become more emergent.
2. A summary of the current project budget is as follows:

Project Budget	Current Obligations	Invoiced to Date	Percent Invoiced
\$13,125,404	\$1,217,065	\$69,867	0.53%

3. A summary of the revised project budget is as follows:

Project Budget	Current Obligations	Invoiced to Date	Percent Invoiced
\$14,740,000	\$1,217,065	\$69,867	0.47%

4. A summary of current and anticipated funding to accommodate the budget revision is as follows:

Funding Source	Amount
LTFM FY23-27	\$11,177,096
Capital Bonds FY23-27	\$1,687,500

5. Project cash flow schedule has been reviewed and approved by the District Finance Office.
6. This project meets the District Strategic Plan goals by aligning resource allocation to District priorities.
7. This item is submitted by Tom Parent, Executive Director of Operations and Administration; Tom Sager, Executive Chief of Financial Services; and Jackie Turner, Chief Administration and Operations Officer.

**B. RECOMMENDATION:**

That the Board of Education approve the budget modification to the Farnsworth Aerospace Upper HVAC Replacement project (Project # 1030-23-01).

**INDEPENDENT SCHOOL DISTRICT NO. 625  
BOARD OF EDUCATION  
SAINT PAUL PUBLIC SCHOOLS**

**DATE:** February 20, 2024

**TOPIC:** Phase Gate Approval of Eastern Heights Playground Replacement (Project # 1070-23-01): Gate #5.2 – Project Final Fiscal Close-out

**A. PERTINENT FACTS:**

1. This agenda item seeks acceptance of report for the Eastern Heights Playground Replacement at the following gate check(s):
  - a. Gate #5.2 – Project Final Fiscal Close-out
2. This project is complete and all associated contracts have been paid in full.

<b>Project Milestone</b>	<b>Dates</b>
Design Start	February 2022
Bidding / Procurement	December 2022
Construction Start	June 2023
Substantial Completion (Occupancy)	July 2023
Final Close-Out	November 2023

3. As all financial obligations for the project are now met, the final cost of the project is established. To sum, this project was completed approximately 21% below the Board approved project budget.
4. The Project gate schedule is:

<b>Gate # and Description</b>	<b>Date</b>
#1 – Master Planning	March 23, 2021
#2 – Project Charter (Predesign)	Not applicable
#3 – Project Budget	December 13, 2022
#4 – Contract Award	December 13, 2022
#5.1 – Project Close-Out	Not applicable
#5.2 – Final Project Summary	February 20, 2024

\* The close-out period for smaller, less complex projects is typically relatively brief and, therefore, does not necessitate the interim Gate # 5.1 report.

5. A summary of the current project budget is as follows:

<b>Project Budget</b>	<b>Current Obligations</b>	<b>Invoiced to Date</b>	<b>Percent Invoiced</b>
\$484,000	\$0	\$382,320	100%

6. A summary of current and anticipated funding is as follows:

<b>Funding Source</b>	<b>Amount</b>
LTFM FY23-24	\$13,500
Capital Bonds FY23-24	\$368,820

7. This project meets the District Strategic Plan goals by aligning resource allocation to District priorities.
8. This item is submitted by Tom Parent, Executive Director of Operations and Administration; Tom Sager, Executive Chief of Financial Services; and Jackie Turner, Chief Administration and Operations Officer.

**B. RECOMMENDATION:**

That the Board of Education accept the report provided for Eastern Heights Playground Replacement (Project # 1070-23-01) at Phase Gate Check #5.2 – Project Final Fiscal Close-out.



**INDEPENDENT SCHOOL DISTRICT NO. 625  
BOARD OF EDUCATION  
SAINT PAUL PUBLIC SCHOOLS**

**DATE:** February 20, 2024

**TOPIC:** Phase Gate Approval of FY23 Paving Program (Project # 0800-23-01): Gate #5.2 – Project Final Fiscal Close-out

**A. PERTINENT FACTS:**

1. This agenda item seeks acceptance of report for the FY23 Paving Program at Galtier Community Elementary School, Washington Technology Magnet School, Wheelock Early Learning Center, Phalen Lake Hmong Studies Magnet, and Focus Beyond Transitions at the following gate check(s):

- a. Gate #5.2 – Project Final Fiscal Close-out

2. This project is complete and all associated contracts have been paid in full.

1. Project Milestone	Dates
Design Start	May 2022
Bidding / Procurement	December 2022
Construction Start	June 2023
Substantial Completion (Occupancy)	August 2023
Final Close-Out	November 2023

2. As all financial obligations for the project are now met, the final cost of the project is established. To sum, this project was completed approximately 14.8% below the Board approved project budget.
3. The Project gate schedule is:

Gate # and Description	Date
#1 – Master Planning	March 23, 2021
#2 – Project Charter (Predesign)	Not applicable
#3 – Project Budget	December 13, 2022
#4 – Contract Award	December 13, 2022
#5.1 – Project Close-Out	Not applicable
#5.2 – Final Project Summary	February 20, 2024

\* The close-out period for smaller, less complex projects is typically relatively brief and, therefore, does not necessitate the interim Gate # 5.1 report.

4. A summary of the current project budget is as follows:

<b>Project Budget</b>	<b>Current Obligations</b>	<b>Invoiced to Date</b>	<b>Percent Invoiced</b>
\$1,224,000	\$0	\$1,042,575	100%

5. A summary of current and anticipated funding is as follows:

<b>Funding Source</b>	<b>Amount</b>
LTFM FY23-24	\$1,042,575

6. This project meets the District Strategic Plan goals by aligning resource allocation to District priorities.
7. This item is submitted by Tom Parent, Executive Director of Operations and Administration; Tom Sager, Executive Chief of Financial Services; and Jackie Turner, Chief Administration and Operations Officer.

**B. RECOMMENDATION:**

That the Board of Education accept the report provided for FY23 Paving Program (Project # 0800-23-01) at Phase Gate Check #5.2 – Project Final Fiscal Close-out.

**INDEPENDENT SCHOOL DISTRICT NO. 625  
BOARD OF EDUCATION  
SAINT PAUL PUBLIC SCHOOLS**

**DATE:** February 20, 2024

**TOPIC:** Phase Gate Approval of the Highland Park Middle School Entry Addition and Renovation Project WS 02-A (Project #3081-23-01): Gate #4 - Contract Award

**A. PERTINENT FACTS:**

1. This agenda item seeks approval for the Highland Park Middle School Entry Addition and Renovation project at the following phase gate(s):
  - a. Gate #4: Contract Award
2. This contract provides Demolition (work scope 02-A) for the Highland Park Middle School Entry Addition and Renovation project.
3. The Project phase gate schedule is currently:

Gate # and Description	Date
#1 – Master Planning	March 23, 2021
#2 – Project Charter (Predesign)	September 20, 2022
#3 – Project Budget	July 18, 2023
#4 – Contract Award	February 20, 2024 (current)
#5.1 – Project Close-Out	September 2025 (anticipated)
#5.2 – Final Project Summary	September 2026 (anticipated)

4. A summary of the current project budget is as follows:

Project Budget	Current Obligations	Invoiced to Date	Percent Invoiced
\$49,500,000	\$3,869,275	\$913,735	1.8%

5. The following bids were received:

Lump Sum Base Bid

Kellington Construction, Inc. ....\$804,635

6. Bids will be reviewed by Purchasing.

7. A summary of current and anticipated funding is as follows:

Funding Source	Amount
LTFM FY23-27	\$27,759,000
COP FY23-27	\$21,741,000

8. This project meets the District Strategic Plan goals by aligning resource allocation to District priorities.
9. This item is submitted by Tom Parent, Executive Director of Operations and Administration; Tom Sager, Executive Chief of Financial Services; and Jackie Turner, Chief Administration and Operations Officer.

**B. RECOMMENDATION:**

That the Board of Education approve the award of Bid No. A24-4266-JG for the Highland Park Middle School Entry Addition and Renovation project (Project #3081-23-01) to Kellington Construction, Inc. for a lump sum base bid of \$804,635.

**INDEPENDENT SCHOOL DISTRICT NO. 625  
BOARD OF EDUCATION  
SAINT PAUL PUBLIC SCHOOLS**

**DATE:** February 20, 2024

**TOPIC:** Phase Gate Approval of the Highland Park Middle School Entry Addition and Renovation Project WS 07-H (Project #3081-23-01): Gate #4 - Contract Award

**A. PERTINENT FACTS:**

1. This agenda item seeks approval for the Highland Park Middle School Entry Addition and Renovation project at the following phase gate(s):
  - a. Gate #4: Contract Award
2. This contract provides roofing (work scope 07-H) for the Highland Park Middle School Entry Addition and Renovation project.
3. The Project phase gate schedule is currently:

Gate # and Description	Date
#1 – Master Planning	March 23, 2021
#2 – Project Charter (Predesign)	September 20, 2022
#3 – Project Budget	July 18, 2023
#4 – Contract Award	February 20, 2024 (current)
#5.1 – Project Close-Out	September 2025 (anticipated)
#5.2 – Final Project Summary	September 2026 (anticipated)

4. A summary of the current project budget is as follows:

Project Budget	Current Obligations	Invoiced to Date	Percent Invoiced
\$49,500,000	\$3,869,275	\$913,735	1.8%

5. The following bids were received:

	<u>Lump Sum Base Bid</u>
Central Roofing Company .....	\$1,397,000
Flynn Midwest.....	\$1,582,362

6. Bids will be reviewed by Purchasing.
7. A summary of current and anticipated funding is as follows:

Funding Source	Amount
LTFM FY23-27	\$27,759,000
COP FY23-27	\$21,741,000

8. This project meets the District Strategic Plan goals by aligning resource allocation to District priorities.
9. This item is submitted by Tom Parent, Executive Director of Operations and Administration; Tom Sager, Executive Chief of Financial Services; and Jackie Turner, Chief Administration and Operations Officer.

**B. RECOMMENDATION:**

That the Board of Education approve the award of Bid No. A24-4302-JG for the Highland Park Middle School Entry Addition and Renovation project (Project #3081-23-01) to Central Roofing Company for a lump sum base bid of \$1,397,000.

**INDEPENDENT SCHOOL DISTRICT NO. 625  
BOARD OF EDUCATION  
SAINT PAUL PUBLIC SCHOOLS**

**DATE:** February 20, 2024

**TOPIC:** Digitization of SPPS Employee and Labor Relations Records

**A. PERTINENT FACTS:**

1. Saint Paul Public schools have labor relations records that go back as far as seventy (70) years, are required to retain the majority of employee personnel files for at least seven after termination and have to retain some records permanently. The Division of Human Resources needs to have all paper-based labor relations and employee records converted to a digital format, which aligns with industry best practices. The current practices for maintaining employee records are inefficient, unsustainable, and environmentally unfriendly. Transitioning from a paper-based records management system to an electronic records management system will introduce the following benefits:
  - Compliance alignment. Alignment with HIPAA regulations.
  - Improved productivity due to a reduction in search and retrieval times.
  - Improved accessibility because records access will be available based upon user roles from authorized devices in real-time.
  - Environmentally Friendly. The need for paper-based records and physical storage will be greatly reduced.
  - Ensure we maintain records that are deteriorating due to their age.
2. The following proposals were received for a one-time cost.
  - DBA SideKick . . . . . \$280,000
  - Arc Scanning Services. . . . . \$285,000
  - Heartland Business Systems . . . . . \$396,537
3. Professional services for this project include:
  - Building out the storage/retrieval architecture.
  - Transporting records from SPPS to the vendor facility.
  - Scanning paper-based employee records.
  - Converting CD and tape records to a digital format.
  - Cloud storage for electronic records. (Is this still included?)
4. The purchase is over \$175,000 and board approval is required.
5. This purchase has been reviewed by Brian Ciachek, Purchasing Manager.
6. Funding will be provided by American Rescue Plan (ARP) funds.
7. This purchase meets the District Strategic Plan focus area of Resource Allocation.
8. This item is submitted by Pat Pratt Cook, Executive Chief of Human Resources; Mario McHenry, Executive Director for Technology Services.

**B. RECOMMENDATION:**

That the Board of Education approve of the digitization of SPPS HR records for the amount not to exceed \$400,000.

**INDEPENDENT SCHOOL DISTRICT NO. 625  
BOARD OF EDUCATION  
SAINT PAUL PUBLIC SCHOOLS**

**DATE:** February 20, 2024

**TOPIC:** Change Order #28 for Market & Johnson, Inc. for the Johnson High School HVAC Replacement project (Project # 1150-19-01)

**A. PERTINENT FACTS:**

1. This change order provides all labor, material, equipment and services necessary for the following items:
  - a. Provide and Install roof top unit (RTU 5). This work is being added to the project and performed in accordance with our MDE-approved indoor air quality projects included as part of the District's American Rescue Plan (ARP).
2. This Change Order is being funded by the inclusion of ARP funding as approved by the Board on February 22, 2022.
3. A summary of the current project budget is as follows:

<b>Project Budget</b>	<b>Current Obligations</b>	<b>Invoiced to Date</b>	<b>Percent Invoiced</b>
\$18,843,758	\$13,721,421	\$17,920,535	95%

4. The contract would be changed as follows:

	<u>Amount</u>	<u>% Change</u>
The original contract sum was	\$12,865,000	-
Previous Change Orders approved to date	\$2,909,862	22.6%
The contract sum prior to this Change Order was	\$15,774,862	-
<b>This Change Order amount</b>	<b>\$275,324</b>	<b>2.1%</b>
The new contract sum including this Change Order will be	\$15,369,440	24.7%

5. A summary of current and anticipated funding to accommodate the budget revision is as follows:

<b>Funding Source</b>	<b>Amount</b>
LTFM FY22-25	\$14,180,406
ARP FY23-24	\$2,501,284
Capital Bonds FY22-25	\$1,300,000

6. Project cash flow schedule has been reviewed and approved by the District Finance Office.
7. This project meets the District Strategic Plan goals by aligning resource allocation to District priorities.



8. This item is submitted by Tom Parent, Executive Director of Operations and Administration; Tom Sager, Executive Chief of Financial Services; and Jackie Turner, Chief Administration and Operations Officer.

**B. RECOMMENDATION:**

That the Board of Education authorize the Superintendent, Superintendent's Designee, or Executive Director of Operations and Administration to sign Change Order #28 for Market & Johnson, Inc. for the Johnson High School HVAC Replacement project (Project # 1150-19-01) for the amount of \$275,324.

**INDEPENDENT SCHOOL DISTRICT NO. 625  
BOARD OF EDUCATION  
SAINT PAUL PUBLIC SCHOOLS**

**DATE:** February 20, 2024

**TOPIC:** Resolution Relating to Certification of Minutes Relating to Lease Purchase Agreement and \$101,315,000 Full-Term Certificates of Participation, Series 2024A. Ratifying the Award of Sale

**A. PERTINENT FACTS:**

1. At the August 22, 2023 School Board meeting, the School Board received and reviewed information pertaining to an upcoming Certificate of Participation sale for purposes of obtaining the resources for the District's capital needs included in the SPPS Builds plan.
2. Also at the August 22 meeting, the School Board approved a resolution that authorized the Superintendent, Chief of Administration and Operations, or Executive Chief of Financial Services to execute a Certificate Purchase Agreement for the stated purposes.
3. At the January 9, 2024 Committee of the Board Meeting, the Board received and reviewed background information and further details pertaining to the impending certificate sale to help fund construction projects at Hidden River Middle School, Highland Park Middle School, Barack and Michelle Obama Elementary, and Bruce Vento Elementary.
4. The sale of these Certificates of Participation commenced on Wednesday February 14, 2024. The negotiated sale process was very competitive, and the District was able to secure a final true interest cost for the issue of 3.54 percent. This favorable rate met all the parameters approved by the School Board to complete this sale and will generate \$20 million less in debt service payments than what was originally forecasted in August 2023. The COP's proceeds will be applied to expenses related to projects identified as part of the District's capital plan in accordance with the SPPS Builds program.
5. The Certificate closing will be on March 7, 2024 at which time the District will receive the funds.
6. This item is submitted by Tom Sager, Executive Chief of Financial Services.

**B. RECOMMENDATION:**

The administration recommends that the School Board approve the resolution relating to the Lease-Purchase Agreement and \$101,315,000 Full-Term certificates of Participation, Series 2024A.



**PMA**<sup>TM</sup>  
SECURITIES

February 20, 2024

# ISD 625 Saint Paul Public Schools

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## Full-Term Certificates of Participation Sale Summary

**Michael Hart**

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**Steve Pumper**

Senior Vice President  
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# Full-Term Certificates of Participation, Series 2024A

## ▶ Purpose:

- ▶ The Certificates will be used to finance the new construction of Bruce Vento Elementary, various capital deferred maintenance projects, additions to, and repairs across existing District facilities known as Barak and Michelle Obama Elementary, Hidden River Middle School and Highland Park Middle School.

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## ▶ Mechanism

- ▶ Full-Term Certificates of Participation

## ▶ Authority

- ▶ Minnesota Statutes, Section 126C.40, approved by the State of Minnesota Commissioner of Education.



# Sale Day Process

- ▶ Underwriters
  - ▶ Senior Manager – Piper Sandler
  - ▶ Co-Managers – Baird and Raymond James
- ▶ Received over \$580 million in orders
  - ▶ Included some MN Retail orders
- ▶ Allowed us to reduce the interest rate on sale day

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# Sale Summary

	Pre-Sale Finance Plan (August 9, 2023)	Final
Par Amount	\$113,700,000	\$101,315,000
Premium	\$5,263,501	\$13,044,882 <sup>90</sup>
True Interest Cost	4.38%	3.54%
Total Debt Service	\$177,853,979	\$156,860,675
Deposit to Construction	\$117,832,196	\$113,703,597



# Calendar

Date	Action Item
August 22, 2023	Parameter Resolution
September 29, 2023	Rating Received
December 15, 2023	Review and Comment Approval Received from MDE
December 25, 2023	Notice Published
January 23, 2024	Board Discussion Item related to Review and Comment
January 2024	Review POS and Complete Due Diligence
January 30, 2024	Updated Rating Report Released
By January 31, 2024	POS Finalized and Released to Underwriter
February 14, 2024	Sale Date / Award Date (Interest rates locked)
February 20, 2024	Board Considers Ratifying Resolution
March 7, 2024	Certificate Closing (Funds Received)

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## Rating

- ▶ Moody's Rating for ISD 625, Saint Paul Public Schools
  - ▶ Aa2 Stable Outlook
  
- ▶ Highlight from the Rating Report
  - ▶ “The Aa2 issuer rating reflects the district's robust economic base, below average resident income, with solid full value per capita, trend of gradual enrollment declines which is expected to stabilize, and stable financial operations with solid reserves.”

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## Ratifying Resolution

- ▶ Resolution and other legal documents prepared by Bond and Disclosure Counsel at Dorsey & Whitney, LLP
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- ▶ Board Action
    - ▶ Ratifies the sale as awarded last week by District administration under the authority provided by the board in August 2023



## Next Steps

- ▶ Funds will be available to draw as project expenditures come due
- ▶ Proceeds will be invested so that funds are available based on construction draw schedules
- ▶ Investment earnings can be used to enhance the project budget
- ▶ PMA will help monitor for compliance with IRS Arbitrage/Rebate regulations

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# Contact Us



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# **CERTIFICATE PURCHASE AGREEMENT**

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## **CERTIFICATE PURCHASE AGREEMENT**

### **1. Parties and Relevant Dates**

*Issuer:* Independent School District No. 625 (St. Paul), Minnesota

*Underwriters:* Piper Sandler & Co., on its own behalf and on behalf of Raymond James & Associates, Inc. and Robert W. Baird & Co., Incorporated

*Certificates:* \$101,315,000 Full-Term Certificates of Participation, Series 2024A

*Acceptance Deadline:* February 14, 2024, 5:00 p.m. (Central Time).

*Effective Date and Time of Formal Award:* February 14, 2024, [ : ] a.m./p.m. (Central Time).

*Closing Date:* March 7, 2024

### **2. Defined Terms**

*All capitalized terms used in this Agreement and not otherwise defined are used as defined in the Authorizing Law or the Official Statement.*

*Acceptance Deadline:* The date set forth in Section 1, being the date and time by which the Issuer must accept this Agreement.

*Accountants:* CliftonLarsonAllen LLP, the public accountants of the Issuer and/or any entity whose audited financial statements are included in the Preliminary Official Statement and the Official Statement.

*Act:* Minnesota Statutes, Chapter 126C.40

*Agreement:* This Certificate Purchase Agreement, dated the Effective Date, including **Schedule I** attached hereto.

*Authorizing Law:* The resolution enacted by the Board of Education of the Issuer on August 22, 2023, authorizing the issuance of the Certificates in accordance with the parameters provided therein and the Award Resolution to be adopted on February 20, 2024.

*Bond Counsel:* Dorsey & Whitney LLP.

*Certificates:* The Certificates identified in Section 1 on the first page of this Agreement, as more specifically described in **Schedule I**.

*Closing Date:* The date set forth in Section 1 of this Agreement, being the date of the issuance and delivery of the Certificates.

*Continuing Disclosure Undertaking:* The continuing disclosure undertaking, entered into by the Issuer with respect to the Certificates in accordance with Rule 15c2-12 (which may be a separate document or may be included in the Authorizing Law or another Issuer Document).

*Creditors' Rights Laws:* Limitations on enforceability as may result from bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally from time to time in effect and from the application of general principles of equity and from public policy limitations on the exercise of any rights to indemnification and contribution.

*Disclosure Counsel:* Dorsey & Whitney LLP.

*DTC:* The Depository Trust Company.

*Effective Date and Time:* The date and time that this Agreement is effective, as set forth in Section 1 of this Agreement.

*End of the Underwriting Period:* The later of (i) the Closing Date or (ii) when the Underwriters no longer retain an unsold balance of the Certificates.

*Exchange Act:* The Securities Exchange Act of 1934, as amended.

*Excluded Sections:* For purposes of the representations and warranties of the Issuer set forth in Section 9(a)(ix), the indemnification provisions set forth in Section 16 and the opinions of Disclosure Counsel required pursuant to Section 13, the "Excluded Sections" of the Preliminary Official Statement and the Official Statement shall be: (i) the section describing DTC and its book-entry-only procedures, (ii) any information provided by the Support Facility Provider, if any, expressly for use in the Official Statement, and (iii) the section captioned "Underwriting" if provided in writing by the Underwriters.

*Issuer:* The Issuer of the Certificates, identified in Section 1.

*Issuer Documents:* All financing documents to which the Issuer is a party relating to the issuance of and security for the Certificates, as such documents are amended and supplemented to the Closing Date, including, but not limited to:

- (i) this Agreement,
- (ii) any Continuing Disclosure Undertaking, if contained separately or in the Authorizing Law,
- (iii) other applicable financing or operative documents to which the Issuer is a party, as such documents are amended and supplemented to the Closing Date, including the Trust Agreement, the Lease-Purchase Agreement and any agreement with the Support Facility Provider, if any.

*MNCEP:* Minneosta School District Credit Enhancement Program.

*MSRB:* Municipal Securities Rulemaking Board.

*Official Statement:* Official Statement dated February 14, 2024 relating to the Certificates, together with all appendices or exhibits, any materials incorporated by reference therein and any amendments or supplements thereto.

*Preliminary Official Statement:* Preliminary Official Statement dated February 2, 2024, relating to the Certificates, together with all appendices or exhibits, any materials incorporated



by reference therein and any amendments or supplements thereto, including the Supplement to the Preliminary Official Statement dated February 12, 2024.

*Primary Offering Disclosure Period:* The period commencing with the first submission to an underwriter of an order for the purchase of the Certificates or the purchase of such Certificates from the Issuer, whichever first occurs, and ending 25 days after the final delivery by the Issuer or its agent of all Certificates to or through the underwriting syndicate or sole underwriter.

*Purchase Price:* The amount specified in Section 5 as the Purchase Price to be paid by the Underwriters at the Closing for the purchase of the Certificates on the Closing Date.

*Rule 15c2-12:* Rule 15c2-12 promulgated by the SEC under the Exchange Act.

*SEC:* Securities and Exchange Commission of the United States.

*Securities Act:* The Securities Act of 1933, as amended.

*Senior Manager:* Piper Sandler & Co., as managing Underwriter.

*State:* Minnesota.

*Support Facility:* A third-party credit enhancement or liquidity facility (other than a Policy), if any, provided by the Support Facility Provider, supporting payments with respect to the Certificates (or certain specified series), as identified in this Agreement.

*Support Facility Provider:* The provider of the Support Facility, if any, identified in this Agreement.

*Trustee:* U.S. Bank Trust Company, National Association acting as trustee and paying agent for the Certificates.

*Trust Estate:* The rental payments and other funds pledged or otherwise identified by the Issuer as security or the source of payment for the Certificates as set forth in the Issuer Documents.

*Trust Indenture Act:* Trust Indenture Act of 1939, as amended.

*Underwriters:* The firms identified as such in Section 1 of this Agreement.

*Underwriters' Counsel:* Kutak Rock LLP

### **3. Offer to Purchase the Certificates; Execution of Terms and Acceptance**

The Issuer and the Underwriters are entering into this Certificate Purchase Agreement (the "*Agreement*"), to provide for the purchase and sale of the Certificates. The Certificates are further described in **Schedule I**.

The Underwriters hereby offer to purchase all (but not less than all) of the Certificates from, and to enter into this Agreement with, the Issuer. This offer is subject to acceptance by the Issuer by the Acceptance Deadline and, if not so accepted, will be subject to withdrawal by the Underwriters by written notice delivered to the Issuer at any time prior to acceptance. The

Issuer shall accept this Agreement by its execution hereof. Upon such execution, the Agreement will be binding upon the Underwriters and the Issuer. This Agreement is effective as of the Effective Date and Time.

#### **4. Purchase of the Certificates**

The Underwriters shall purchase from the Issuer, and the Issuer shall sell to the Underwriters, all (but not less than all) of the Certificates on the Closing Date at the aggregate Purchase Price set forth below, plus accrued interest, if any. The Certificates shall bear interest at the rates per annum, mature on the dates, be sold to the public at the prices and be subject to optional and mandatory sinking fund redemption prior to maturity and to such other terms and provisions, all as set forth in **Schedule I**. The Certificates otherwise shall be as described in the Official Statement, the Authorizing Law and the Issuer Documents. The Underwriters' agreement to purchase the Certificates from the Issuer is made in reliance upon the Issuer's representations, covenants and warranties and on the terms and conditions set forth in this Agreement. The purchase of the Certificates will be a joint and several obligation of the Underwriters.

The Issuer acknowledges and agrees that: (i) the primary role of the Underwriters, is to purchase securities for resale to investors in an arms-length commercial transaction between the Issuer and the Underwriters and that the Underwriters has financial and other interests that differ from those of the Issuer, (ii) the Underwriters are not acting as a municipal advisor, financial advisor or fiduciary to the Issuer or any other person or entity and have not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether the Underwriters have provided other services or are currently providing other services to the Issuer on other matters), (iii) the only obligations the Underwriters have to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Agreement and (iv) the Issuer has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein.

#### **5. Purchase Price**

The Purchase Price of the Certificates is \$114,071,396.75 (representing the principal amount of the Certificates, less an Underwriter's discount of \$288,484.75, and plus original issue premium of \$13,044,881.50), plus accrued interest, if any, to the Closing Date. The Purchase Price shall be payable on the Closing Date by the Underwriters to or as directed by the Issuer by wire transfer in immediately available funds. In accordance with Section 18, the Underwriter also will be reimbursed for those out-of-pocket expenses described therein.

#### **6. Public Offering**

The Underwriters agree to make a bona fide initial public offering of all the Certificates in compliance with federal and state securities laws, at a price not in excess of the initial offering price set forth in the Official Statement. The Underwriters may change the initial offering price or prices as they deem necessary in connection with the offering of the Certificates without any requirement of prior notice, and may offer and sell the Certificates to certain institutions at prices lower than those stated in the Official Statement. Upon the request of Bond Counsel, the Underwriters shall execute and deliver prior to the Closing an issue price certificate or similar certificate in form and substance reasonably satisfactory to Bond Counsel and the Underwriters.

## **7. Good Faith Deposit**

No Good Faith Deposit will be delivered.

## **8. Official Statement**

The Issuer hereby consents to and ratifies the use and distribution by the Underwriters of the Preliminary Official Statement in connection with the public offering of the Certificates by the Underwriters, and further confirms the authority of the Underwriters to use, and consents to the use of, the final Official Statement with respect to the Certificates in connection with the public offering and sale of the Certificates. The Issuer hereby represents and warrants that the Preliminary Official Statement previously furnished to the Underwriters was “deemed final” by the Issuer as of its date for purposes of Rule 15c2-12, except for permitted omissions.

- (a) The Issuer, at its cost, shall provide, or cause to be provided, to the Underwriters within seven business days after the date of this Agreement (or within such shorter period as may be approved by the Underwriters or required by applicable rule) such number of copies of a final Official Statement as reasonably requested by the Underwriters, but in sufficient quantity to permit the Underwriters to comply with paragraph (b)(4) of Rule 15c2-12, and Rule G-32 and any other applicable rules of the SEC and the MSRB.
- (b) The Issuer authorizes the Underwriters to file, to the extent required by any applicable SEC or MSRB rule, and the Underwriters agree to so file, the Official Statement with the MSRB or its designee. If an amended Official Statement is prepared during the “primary offering disclosure period,” and if required by any applicable SEC or MSRB rule, the Underwriters also shall make the required filings of the amended Official Statement. The Issuer shall provide the Underwriters with the information necessary to complete MSRB Form G-32 for all filings to be made under this Section 8.
- (c) The Preliminary Official Statement and the Official Statement may be delivered in printed and a “designated electronic format” as defined in the MSRB’s Rule G-32 and as may be agreed by the Issuer and the Underwriters. If the Official Statement has been prepared in electronic form, the Issuer hereby confirms that it does not object to distribution of the Official Statement in electronic form.
- (d) The Issuer shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriters. The Issuer covenants to notify the Underwriters promptly if, on or prior to the 25th day after the End of the Underwriting Period, (or such other period as may be agreed to by the Issuer and the Underwriters) any event shall occur, or information comes to the attention of the Issuer, that is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and if in the opinion of the Underwriters such event requires the preparation and distribution of a supplement or amendment to the Official Statement, to prepare and furnish to the Underwriters, at the Issuer’s expense, such number of copies of the supplement or amendment to the Official Statement, in (i) a “designated

electronic format” consistent with the requirements of the MSRB’s Rule G-32 and (ii) a printed format form in substance mutually agreed upon by the Issuer and the Underwriters, as the Underwriters may reasonably request. If such notification shall be given subsequent to the Closing Date, the Issuer also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriters may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

## **9. Representations and Warranties**

- (a) Representations and Warranties of the Issuer. The Issuer hereby agrees with, and makes the following representations and warranties to, the Underwriters, as of the date hereof and as of the Closing Date, which representations and warranties shall survive the Closing:
- (i) The Issuer is an independent school district and public corporation of the State of Minnesota duly organized, existing and operating under the constitution and laws of the State and has full legal right, power and authority under the constitution and laws of the State, including the Act, to adopt the Authorizing Law, to execute and deliver the Issuer Documents and the Official Statement, to enter into the Lease and cause the Certificates to be issued, sold and delivered as provided herein, and to carry out and to consummate the transactions contemplated by the Authorizing Law, the Issuer Documents and the Official Statement.
  - (ii) By all necessary official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has duly authorized and approved (A) the distribution of the Preliminary Official Statement and the execution, delivery and distribution of the Official Statement for use by the Underwriters in connection with the public offering of the Certificates, (B) the issuance and sale of the Certificates upon the terms set forth herein and as contemplated by the Authorizing Law, the Issuer Documents and the Official Statement and (C) the execution and delivery of, and the performance by the Issuer of the obligations on its part contained in the Authorizing Law and the Issuer Documents.
  - (iii) The Certificates will be issued in conformity with and entitled to the benefit and security of the Authorizing Law and the Issuer Documents, including the pledge or application thereunder of the Trust Estate.
  - (iv) This Agreement constitutes a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms; the other Issuer Documents, when duly executed and delivered, will constitute the legal, valid and binding obligations of the Issuer enforceable in accordance with their respective terms; and the Certificates, when issued and delivered in accordance with the Issuer Documents and sold to the Underwriters as provided herein, will be the legal, valid and binding obligations of the Issuer enforceable in accordance with their terms; in all cases, except as the enforceability of this Agreement, the other Issuer Documents and the Certificates may be limited by application of Creditors’ Rights Laws.

- (v) The Issuer is not in breach of or default in any material respect under (if applicable) its charter documents, its articles of incorporation or its bylaws or under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is or any of its property or assets are otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a material default or event of default by the Issuer under any of the foregoing.
- (vi) Except as may be described in the Preliminary Official Statement or the Official Statement, the Issuer is not in breach of or default in any material respect under (if applicable) its charter documents, its articles of incorporation or its bylaws or under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is or any of its property or assets are otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a material default or event of default by the Issuer under any of the foregoing.
- (vii) The adoption, execution and delivery of the Authorizing Law and the Issuer Documents, and compliance with the provisions on the Issuer's part contained therein, will not conflict with or constitute a breach of or default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer or any of its property or assets are otherwise subject, and such adoption, execution, delivery or compliance will not result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature upon the Trust Estate or the property or assets, if any, of the Issuer to be pledged to secure the Certificates or under the terms of any such law, regulation or instrument, except as provided by the Certificates, the Authorizing Law and the Issuer Documents.
- (viii) All authorizations, approvals, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect, the issuance of the Certificates or the due performance by the Issuer of its obligations under the Authorizing Law, the Issuer Documents and the Certificates have been duly obtained or will be obtained prior to the Closing, (B) such authorizations, approvals, consents and orders, if any, as may be required under the Blue Sky or securities laws of any jurisdiction in connection with the offering and sale of the Certificates and (C) authorizations, approvals, consents and orders

that are required to be obtained or renewed periodically, such as budgets, licenses and permits.

- (ix) The Preliminary Official Statement as of its date did not, and the Official Statement as of its date does not and as of the Closing Date will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, the Issuer makes no statement as to the Excluded Sections of the Preliminary Official Statement or the Official Statement.
- (x) The financial statements of the Issuer contained in the Preliminary Official Statement and the Official Statement fairly present the financial position and results of operations of the Issuer as of the dates and for the periods therein set forth in accordance with generally accepted accounting principles consistently applied, and, since the date thereof, there has been no material adverse change in the financial position or results of operations of the Issuer.
- (xi) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, agency, public board or body, pending or, to the knowledge of the Issuer, threatened against the Issuer: (A) affecting the existence of the Issuer or the titles of its officers to their respective offices, (B) seeking to prohibit, restrain or enjoin the issuance, sale or delivery of the Certificates or the pledge or collection by the Issuer of the Trust Estate or the making of any other required deposits with respect to the Certificates, (C) in any way contesting or affecting the validity or enforceability of, or the power or authority of the Issuer to issue, adopt or to enter into (as applicable) the Authorizing Law or the Issuer Documents, (D) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or any amendment or supplement thereto, (E) except as disclosed in the Official Statement, wherein an unfavorable decision, ruling or finding would materially adversely affect the financial position or condition of the Issuer or would result in any material adverse change in the ability of the Issuer to pledge or apply the Trust Estate or to pay rental payments under the Lease, or (F) contesting the status of the interest on the Certificates as excludable from gross income for federal income tax purposes or as exempt from any applicable state tax, in each case as described in the Official Statement.
- (xii) The Issuer has received all licenses, permits or other regulatory approvals required, if any, for the pledge, collection and/or application by the Issuer of the Trust Estate, including the additional capital expenditure levy authorized in accordance with Minnesota Statutes, Section 126C.40, and the Issuer is not in material default, and no event has occurred which would constitute or result in a material default, under any such licenses, permits or approvals.
- (xiii) If required in accordance with Rule 15c2-12, the Issuer has entered or will enter into the Continuing Disclosure Undertaking and, unless otherwise

described in the Official Statement or set forth below, the Issuer has not failed during the previous five years to comply in all material respects with any previous undertakings in a written continuing disclosure contract or agreement under Rule 15c2-12.

- (xiv) The Authorizing Law, the Issuer Documents and the Certificates conform to the description thereof contained in the Official Statement.
- (xv) The Issuer has the legal authority to apply proceeds of the Certificates for the purposes contemplated by the Authorizing Law, the Issuer Documents and the Official Statement, including for the payment or reimbursement of incidental expenses in connection with the marketing, issuance and delivery of the Certificates to the extent required by this Agreement and in compliance with applicable law.

(b) Covenants of the Issuer.

The Issuer hereby covenants with the Underwriters that:

- (i) Prior to the Closing Date, except as otherwise contemplated by the Official Statement, the Issuer shall not create, assume or guarantee any indebtedness payable from, or pledge or otherwise encumber, the Trust Estate or other assets, properties, funds or interests that will be pledged as security for the Certificates pursuant to the the Issuer Documents.
- (ii) The Issuer shall cooperate with the Underwriters in the qualification of the Certificates for offering and sale and the determination of their eligibility for investment under the laws of such jurisdictions, to the extent applicable, as the Underwriters may request; provided that the Issuer shall not be required to qualify as a foreign corporation in, or submit to the general jurisdiction of, any other state or to file any general or special consents to service of process under the laws of any jurisdiction.
- (iii) The Issuer shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exclusion from gross income for federal income tax purposes, or the exemption from any applicable state tax, of the interest on the Lease.

(c) Representations and Warranties of the Underwriters. The Underwriters hereby agree with, and make the following representations and warranties to, the Issuer, as of the date hereof and as of the Closing Date, which representations and warranties shall survive the Closing:

- (i) Each Underwriter is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization.
- (ii) This Agreement has been duly authorized, executed and delivered by the Senior Manager on behalf of the Underwriters and, assuming the due authorization, execution and delivery by the Issuer, is the legal, valid and binding joint and several obligation of the Underwriters enforceable in

accordance with its terms, except as the enforceability of this Agreement may be limited by application of Creditors' Rights Laws.

- (iii) Each Underwriter represents that it is licensed by and registered with the Financial Industry Regulatory Authority as a broker-dealer and the MSRB as a municipal securities dealer.

## 10. Third-Party Credit Enhancement or Support

The State, as provider of the MNCEP with respect to the Certificates, constitutes the Support Facility for purposes of this Agreement.

## 11. Ratings

The following ratings on the Certificates shall be in effect on the Closing Date:

Moody's: Aa1 (based on participation in the MNCEP)  
Moody's Underlying Rating: Aa2

## 12. Closing

- (a) The delivery of and payment for the Certificates shall be the "Closing" for the Certificates and shall occur at or prior to 1:00 p.m., New York City time, on the Closing Date, or at such other time or on such other date as may be mutually agreed by the Underwriters and the Issuer.
- (b) At the Closing, the Issuer shall deliver or cause to be delivered the Certificates to DTC or to the Trustee on behalf of the Underwriters, as further described in paragraph (c) below. The Certificates shall be delivered in definitive form, duly executed by the Trustee, together with the other documents identified in Section 13. Subject to satisfaction of the conditions contained in this Agreement, the Underwriters will accept delivery of the Certificates as described above and pay the Purchase Price, plus accrued interest, if any, on the Certificates from their dated date to, but not including, the Closing Date, in immediately available funds, payable to the order of the Trustee or as otherwise directed by the Issuer. If as set forth in **Schedule I** the Underwriters are to be paid an underwriting commission (in lieu of receiving an underwriting discount), the Issuer shall pay the underwriting commission to the Underwriters in immediately available funds on the Closing Date.
- (c) Delivery of the definitive Certificates shall be made through the facilities of DTC's book-entry-only system in New York, New York, or at such other location as may be designated by the Underwriters prior to the Closing. The Certificates will be delivered as fully-registered certificates, bearing CUSIP numbers, with a single certificate for each maturity of each series of the Certificates (or, if so provided in **Schedule I**, for each separate interest rate within a maturity), and registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Certificates. Unless otherwise requested by the Underwriters, the Certificates will be delivered under DTC's FAST delivery system.



### 13. Closing Conditions

The Underwriters shall receive on the Closing Date, in form and substance satisfactory to Bond Counsel and to the Underwriters, each item specified below, unless waived by the Underwriters:

- (i) The approving opinion of Bond Counsel, addressed to the Issuer and the Underwriters (or with a reliance letter addressed to the Underwriters), dated the Closing Date, and in substantially the form included as an appendix to the Official Statement.
- (ii) The supplemental opinion of Bond Counsel, addressed to the Underwriters and the Issuer, dated the Closing Date, in form acceptable to the Underwriters.
- (iii) The opinion of Underwriters' Counsel, addressed to the Underwriters, dated the Closing Date, to the effect that: (A) the Certificates are exempt from registration under the Securities Act and the Authorizing Law and any related trust indenture are exempt from qualification under the Trust Indenture Act and (B) the Continuing Disclosure Undertaking meets the requirements of Rule 15c2-12. In addition, such counsel shall state in its letter containing the foregoing opinion or in a separate letter addressed to the Underwriters that, without having undertaken to determine independently, or to assume responsibility for, the accuracy, completeness or fairness thereof, and based solely on their participation in meetings and telephone conferences at which representatives of the Issuer, Bond Counsel, Disclosure Counsel and the Underwriters were at various times present, nothing has come to the attention of such counsel that would lead them to believe that the information and statements in the Preliminary Official Statement as of its date and the Official Statement, as of its date and as of the date of such letter, contained or contain any untrue statement of a material fact or omitted or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, no view need be expressed as to the financial statements of the Issuer, any other financial, forecast, technical or statistical data, and any information in the Preliminary Official Statement as of its date and the Official Statement respecting the Support Facility Provider or DTC.
- (iv) The opinion of Disclosure Counsel, addressed to the Underwriters and the Issuer, dated the Closing Date, in form acceptable to the Underwriters.
- (v) A certificate dated the Closing Date of an authorized officer of the Issuer to the effect that:
  - (A) by all necessary official action of the Issuer, the Issuer has duly authorized and approved the distribution of the Preliminary Official Statement and the execution, delivery and distribution of the Official Statement, the issuance and sale of the Certificates upon the terms set forth in the Authorizing Law, the Issuer Documents

and the Official Statement and the execution and delivery of, and the performance by the Issuer of the obligations on its part contained in, the Certificates, the Authorizing Law and the Issuer Documents;

- (B) the Authorizing Law and any other resolutions of the Issuer approving and authorizing the issuance and sale of the Certificates, the distribution of the Preliminary Official Statement and the execution and delivery of the Issuer Documents and the Official Statement were duly adopted at one or more meetings of the Issuer that were called and held pursuant to all applicable laws and regulations, and with all public notice required by all applicable laws and regulations and at which a quorum was present and acting throughout;
  - (C) the representations and warranties of the Issuer contained in this Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date;
  - (D) the Issuer has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied at or prior to the Closing;
  - (E) no event affecting the Issuer has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the Closing Date any statement or information contained in the Preliminary Official Statement or the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein not misleading in any material respect; and
  - (F) there is no action, suit, proceeding or investigation before or by any court or public board or body pending or threatened against the Issuer to restrain or enjoin the issuance, execution or delivery of the Certificates or in any manner questioning the proceedings or authority for the issuance of the Certificates or affecting directly or indirectly the validity of the Certificates or of any provisions made or authorized for their payment or contesting the existence of the Issuer or the title of any of its officers to their respective offices.
- (vi) Written evidence that the rating(s) on the Certificates by the applicable rating services, as set forth in Section 10, are in effect as of the Closing Date.
- (vii) A certificate of an officer of the Trustee, acceptable to the Underwriters, dated the Closing Date, to the effect that the Issuer Documents and other financing or operative documents relating to the Certificates to which the Trustee is a party have been duly authorized, executed and delivered by the Trustee and, assuming due authorization, execution and delivery

thereof by the Issuer and the other parties thereto, constitute valid and binding agreements of the Trustee enforceable against the Trustee in accordance with their terms, and the Certificates have been authenticated in accordance with the Authorizing Law and the Issuer Documents by a duly authorized officer or signatory of the Trustee; and an incumbency certificate of the Trustee, in form and content acceptable to the Underwriters and Bond Counsel, dated the Closing Date, with respect to the officers or other signatories of the Trustee who have executed, authenticated and delivered the Certificates, the Issuer Documents to which the Trustee is a party, and all other financing or operative documents relating to the Certificates to be signed by the Trustee.

- (viii) A tax certificate or tax regulatory agreement, executed by a duly authorized officer of the Issuer, in form and substance satisfactory to Bond Counsel, setting forth, among other things, in the manner permitted by the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the reasonable expectations of the Issuer as of the Closing Date as to the use of proceeds of the Certificates and of any other funds of the Issuer expected to be used to pay debt service on the Certificates and the facts and estimates on which such expectations are based, and stating that, to the best of knowledge and belief of such certifying officer, the expectations set forth therein are reasonable.
- (ix) A certificate from the Municipal Advisor identified in the certificate of the Issuer delivered pursuant to Section 13(v) to the effect that nothing has come to the attention of such party that would lead them to believe that the information and statements in the Preliminary Official Statement as of its date or Official Statement, as of its date and as of the date of such opinion, contained or contain any untrue statement of a material fact or omitted or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that no view need be expressed as to the financial statements of the Issuer, any other financial, forecast, technical or statistical data or as to the Excluded Sections of the Official Statement unless the services provided by the Municipal Advisor related to such section or sections.
- (x) An Information Return for Tax-Exempt Bond Issues (Internal Revenue Service Form 8038-G), in a form satisfactory to Bond Counsel for filing, executed by a duly authorized officer of the Issuer.
- (xi) A copy of the Blanket Letter of Representations to DTC relating to the Certificates signed by the Issuer.
- (xii) An executed copy of the School District Credit Enhancement Application for Program Participation:
- (xiii) True and complete copies of all opinions, certificates and other documents delivered to the Trustee under the Authorizing Law and the Issuer Documents; and such additional legal opinions, certificates, instruments and other documents as the Underwriters or Bond Counsel

reasonably may request, in form and substance satisfactory to the Underwriters or Bond Counsel, as the case may be, to evidence (A) compliance by the Issuer with legal requirements reasonably relating to the transactions contemplated by the Official Statement and this Agreement, (B) the truth and completeness, as of the date thereof, of the statements and information contained in the Preliminary Official Statement, (C) the truth and completeness, as of the date thereof and as of the time of the Closing, of the statements and information contained in the Official Statement, (D) the truth and completeness, as of the time of the Closing, of the representations and warranties of the Issuer contained in this Agreement and the certificates and other documents referred to in this Agreement, and (E) the due performance or satisfaction by the Issuer at or prior to the Closing of all agreements then to be satisfied.

#### **14. Establishment of Issue Price**

(a) The Senior Manager, on behalf of the Underwriters, agrees to assist the Issuer in establishing the issue price of the Certificates and shall execute and deliver to the Issuer at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Senior Manager, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Certificates.

(b) The Issuer will treat the first price at which 10% of each maturity of the Certificates (the “10% test”) is sold to the public as the issue price of that maturity. At or promptly after the execution of this Certificate Purchase Agreement, the Senior Manager shall report to the Issuer the price or prices at which the Underwriters have sold to the public each maturity of Certificates. If at that time the 10% test has not been satisfied as to any maturity of the Certificates, the Senior Manager agrees to promptly report to the Issuer the prices at which Certificates of that maturity have been sold by the Underwriters to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) all Certificates of that maturity have been sold or (ii) the 10% test has been satisfied as to the Certificates of that maturity, provided that, the Underwriters’ reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Senior Manager, the Issuer or bond counsel. For purposes of this Section, if Certificates mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Certificates.

(c) The Senior Manager confirms that:

- (1) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the Senior Manager is a party) relating to the initial sale of the Certificates to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Certificates of each maturity allocated to it, whether or not the Closing Date has

occurred, until either all Certificates of that maturity allocated to it have been sold or it is notified by the Senior Manager that the 10% test has been satisfied as to the Certificates of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Senior Manager, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Senior Manager and as set forth in the related pricing wires, and

(B) to promptly notify the Senior Manager of any sales of Certificates that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Certificates to the public (each such term being used as defined below),

(C) to acknowledge that, unless otherwise advised by the Underwriters, dealer or broker-dealer, the Senior Manager shall assume that each order submitted by the Underwriters, dealer or broker-dealer is a sale to the public.

- (2) any agreement among underwriters or selling group agreement relating to the initial sale of the Certificates to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Certificates to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Certificates of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Certificates of that maturity allocated to it have been sold or it is notified by the Senior Manager or such Underwriter or dealer that the 10% test has been satisfied as to the Certificates of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Senior Manager or such Underwriter or dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Senior Manager or the Underwriters or the dealer and as set forth in the related pricing wires.

(d) The Issuer acknowledges that, in making the representations set forth in this section, the Senior Manager will rely on (i) the agreement of each Underwriter to comply with the requirements for establishing issue price of the Certificates, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Certificates, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Certificates to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Certificates, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Certificates, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Certificates to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Certificates, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Certificates, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further

acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price of the Certificates, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Certificates, and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Certificates, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Certificates.

(f) The Underwriters acknowledge that sales of any Certificates to any person that is a related party to an underwriter participating in the initial sale of the Certificates to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

- (1) “public” means any person other than an underwriter or a related party,
- (2) “underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Certificates to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Certificates to the public),
- (3) a purchaser of any of the Certificates is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (4) “sale date” means the date of execution of this Certificate Purchase Agreement by all parties.

## **15. Accountants’ Letter**

No Accountants’ letters will be delivered in connection with issuance of the Certificates.

## **16. Indemnification and Contribution**

- (a) To the extent permitted by law, the Issuer agrees to indemnify and hold harmless the Underwriters, and each person, if any, who controls (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) the Underwriters, and their directors, officers, agents and employees, against any

and all losses, claims, damages, liabilities and expenses to which the Underwriters may become subject, insofar as such losses, claims, damages, liabilities or expenses (or actions in respect thereof), arise out of or are based upon (i) a claim in connection with the public offering of the Certificates to the effect that the Certificates or any related security are required to be registered under the Securities Act or any indenture is required to be qualified under the Trust Indenture Act, or (ii) any statement or information in the Preliminary Official Statement or in the Official Statement that is or is alleged to be untrue or incorrect in any material respect, or any omission or alleged omission of any statement or information in the Preliminary Official Statement or the Official Statement (other than in the Excluded Sections) which is necessary in order to make the statements therein not misleading. The foregoing indemnity agreement shall be in addition to any liability that the Issuer otherwise may have.

- (b) The Underwriters, jointly and severally, will indemnify and hold harmless the Issuer, each of its members, directors, officers and employees, and each person who controls the Issuer within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, to the same extent as the foregoing indemnity from the Issuer to the Underwriters, but only with reference to the statements under the caption "Underwriting" in the Preliminary Official Statement and the Official Statement.
- (c) In case any claim shall be made or action brought against an indemnified party for which indemnity may be sought against any indemnifying party, as provided above, the indemnified party shall promptly notify the indemnifying party in writing setting forth the particulars of such claim or action; but the omission to so notify the indemnifying party (i) shall not relieve it from liability under paragraph (a) or (b) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses and (ii) shall not relieve it from any liability which it may have to any indemnified party otherwise than under paragraph (a) or (b) above. The indemnifying party shall assume the defense thereof, including the retention of counsel acceptable to such indemnified party and the payment of all expenses and shall have the right to negotiate and consent to settlement. An indemnified party shall have the right to retain separate counsel in any such action and to participate in the defense thereof but the fees and expenses of such counsel shall be at the expense of such indemnified party unless the employment of such counsel has been specifically authorized by the indemnifying party or the indemnifying party shall not have employed counsel reasonably acceptable to the indemnified party to have charge of the defense of such action or proceeding or the indemnified party shall have reasonably concluded that there may be defenses available to it which are different from or additional to those available to the indemnifying party (in which case the indemnifying party shall not have the right to direct the defense of such action or proceeding on behalf of the indemnified party), in any of which events, such legal or other expenses shall be borne by the indemnifying party. No party shall be liable for any settlement of any action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any action with or without written consent of the indemnifying party, the indemnifying party agrees to indemnify and hold harmless the indemnified parties to the extent of the indemnities set forth above from and against any loss or liability by reason of

such settlement or judgment. Any such settlement must include an unconditional release of each indemnified party from all liability arising out of such action.

- (d) If the indemnification provided for above is unenforceable, or is unavailable to an indemnifying party in respect of any losses, claims, damages or liabilities (or actions in respect thereof) of the type subject to indemnification herein, then the indemnifying party shall, in lieu of indemnifying such person, contribute to the amount paid or payable by such person as a result of such losses, claims, damages, or liabilities (or actions in respect thereof). In the case of the Issuer and the Underwriter, contribution shall be in such proportion as is appropriate to reflect the relative benefits received by the Issuer, on the one hand, and the Underwriter, on the other, from the sale of the Certificates. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law, then the indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Issuer, on the one hand, and the Underwriter, on the other, in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or action in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Issuer on the one hand and the Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds of sale of the Certificates paid to the Issuer pursuant to this Agreement (before deducting expenses) bear to the underwriting discount or commission received by the Underwriter. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Issuer or the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The Issuer and the Underwriters agree that it would not be just and equitable if contribution pursuant to this paragraph were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this paragraph. The amount paid or payable by any person as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above shall be deemed to include any legal or other expenses reasonably incurred by such person in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this paragraph, however, the Underwriters shall not be required to contribute an amount in excess of the amount of the underwriting discount or commission applicable to the purchase of the Certificates. No person guilty of fraudulent misrepresentation (within the meaning of Section 10(b) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.



## 17. Termination

The Underwriters shall have the right to cancel their obligation to purchase the Certificates and to terminate this Agreement by written notice to the Issuer if, between the Effective Date to and including the Closing Date, in the Senior Manager's sole and reasonable judgment any of the following events shall occur (each a "Termination Event"):

- (a) the market price or marketability of the Certificates, or the ability of the Underwriters to enforce contracts for the sale of the Certificates, shall be materially adversely affected by any of the following events:
  - (i) legislation shall have been enacted by the Congress of the United States or the legislature of the State or shall have been favorably reported out of committee of either body or be pending in committee of either body, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision shall have been rendered by a court of the United States or the State or the Tax Court of the United States, or a ruling, resolution, regulation or temporary regulation, release or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States or the Internal Revenue Service, or other federal or state authority with appropriate jurisdiction, with respect to federal or state taxation upon interest received on obligations of the general character of the Certificates, provided that this paragraph (a) (i) shall not apply if the Certificates are being issued as taxable Certificates; or
  - (ii) there shall have occurred (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (2) any other calamity or crisis in the financial markets of the United States or elsewhere; or
  - (iii) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or
  - (iv) legislation shall have been enacted by the Congress of the United States or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that any obligations of the general character of the Certificates, the Bond Legislation or the Issuer Documents, or any comparable securities of the Issuer, are not exempt from the registration, qualification or other requirements of the Securities

Act or the Trust Indenture Act or otherwise, or would be in violation of any provision of the federal securities laws; or

(v) except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the Issuer shall have occurred; or

(vi) any rating on:

(1) securities of the Issuer which are secured by a pledge or application of the Trust Estate on a parity with the Certificates or

(2) if the Certificates (or any portion thereof) are insured by a Policy or supported by a Support Facility, the Bond Insurer or the Support Facility Provider is reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating agency (including any rating to be accorded the Certificates); or

(b) any event or circumstance shall exist that either makes untrue or incorrect in any material respect any statement or information in the Official Statement (other than any statement provided by the Underwriters) or is not reflected in the Official Statement but should be reflected therein in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the Issuer refuses to permit the Official Statement to be supplemented to supply such statement or information, or the effect of the Official Statement as so supplemented is to materially adversely affect the market price or marketability of the Certificates or the ability of the Underwriters to enforce contracts for the sale of the Certificates; or

(c) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and be in force; or

(d) a material disruption in securities settlement, payment or clearance services affecting the Certificates shall have occurred; or

(e) any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order; or

(f) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Certificates, including the underlying obligations as contemplated by this Agreement or by the Official Statement, or any document relating to the issuance, offering or sale of the Certificates, is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Exchange Act and the Trust Indenture Act; or

- (g) any legislation, ordinance, rule or regulation is introduced in or is enacted by the Minnesota Legislature or by any other governmental body, department or agency of the State of Minnesota, or a decision by any court of competent jurisdiction within the State of Minnesota is rendered which, in the Underwriters' opinion, materially adversely affects the market price of the Certificates, or litigation challenging any statute under which the Certificates are to be issued is filed in any court in the State of Minnesota.

Upon the occurrence of a Termination Event and the termination of this Agreement by the Underwriters, all obligations of the Issuer and the Underwriters under this Agreement shall terminate, without further liability, except that the Issuer and the Underwriters shall pay their respective expenses as set forth in Section 18.

## **18. Payment of Expenses**

- (a) The Underwriters shall be under no obligation to pay, and the Issuer shall pay from available funds or direct the Trustee under the Authorizing Law and the Issuer Documents to pay from the proceeds of the Certificates (to the extent permitted under applicable law) or from other funds of the Issuer, all expenses that are incidental to the performance of the Issuer's obligations under this Agreement, including but not limited to: all expenses in connection with the printing of the Preliminary Official Statement, the Official Statement and any amendment or supplement to either; all expenses in connection with the printing, issuance and delivery of the Certificates; the fees and expenses of Bond Counsel, Issuer's Counsel and Disclosure Counsel, if any; the fees and expenses of the Issuer's financial advisors, Accountants, any verification consultant and all other consultants; the fees and disbursements of any Trustee, any Paying Agent and any escrow agent, and their respective counsel; all expenses in connection with obtaining a rating or ratings for the Certificates; all expenses of the Issuer in connection with the preparation, printing, execution and delivery, and any recording or filing, of the Authorizing Law, any Issuer Document or any other instrument; the Issuer's administrative fees; all fees and expenses in connection with any interest rate swap agreement and related transactions; and all other expenses and costs of the Issuer incident to its obligations in connection with the authorization, issuance, sale and distribution of the Certificates. Unless the Issuer and the Underwriters otherwise agree, the Issuer shall pay for all incidental costs (including, but not limited to, transportation, lodging, meals and entertainment of Issuer personnel) incurred by or on behalf of the Issuer in connection with the marketing, issuance and delivery of the Certificates.
- (b) The Underwriters shall pay the costs of qualifying the Certificates for sale in the various states chosen by the Underwriter, all advertising expenses in connection with the public offering of the Certificates, the fees and disbursements of Underwriters' Counsel and all other expenses incurred by the Underwriters in connection with the public offering and distribution of the Certificates.

## **19. Notices**

Any notice or other communication to be given to the Issuer under this Agreement may be given by certified mail or by delivering the same in writing to the Issuer at the following address, Attention: Mr. Tom Sager, Executive Chief of Financial Services, ISD 625 Saint Paul

Public Schools, 360 Colborne Street, St. Paul, MN 55102, and any notice or other communication to be given to the Underwriters under this Purchase Agreement may be given by delivering the same in writing to the Senior Manager at the following address, Attention: Matthew Courtney, Piper Sandler & Co., 800 Nicollet Mall Suite 900, Minneapolis, MN 55402, or to such other addresses as one party shall furnish the other in writing for receipt of notice.

## **20. Governing Law**

This Agreement shall be governed by the laws of the State of Minnesota.

## **21. Miscellaneous**

This Agreement is made solely for the benefit of the signatories hereto (including the Underwriters and their successors or assigns) and no other person shall acquire or have any right hereunder or by virtue hereof. Neither the Issuer nor the Underwriters may assign this Agreement. The term "successor" shall not include any holder of any Certificates merely by virtue of such holding. All representations, warranties, agreements and indemnities contained in this Agreement shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of the Underwriter, and shall survive the delivery of and payment for the Certificates and any termination of this Agreement. Section headings have been included in this Agreement as a matter of convenience of reference only and are not to be used in the interpretation of any provisions of this Agreement. If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, because it conflicts with any provisions of any constitution, statute, rule of public policy or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

## **22. Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be regarded for all purposes as an original, and each of such signed counterparts shall constitute a single instrument. Any one or more parties hereto may execute this Agreement by manual or facsimile (including pdf or other electronic signature) signature, which shall be effective as an original signature for all intents and purposes.

## **23. Signatures**

Upon execution by the Issuer and the Underwriters, this Agreement shall be binding upon the Issuer and the Underwriters as of the Effective Date and Time.

**ACCEPTED AND AGREED:**

**ISSUER:**


**INDEPENDENT SCHOOL DISTRICT NO. 625 (ST.  
PAUL), MINNESOTA**

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

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

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

**PIPER SANDLER & CO.,  
acting on behalf of itself and the other  
Underwriters listed on the signature page below**

By:   
Name: Matthew T. Courtney  
Title: Vice President

**ROBERT W. BAIRD & CO., INCORPORATED  
RAYMOND JAMES & ASSOCIATES, INC.**

**Schedule I**  
**Terms of the Certificates**

<b><u>Principal Amount</u></b>	<b><u>Maturity (February 1)</u></b>	<b><u>Interest Rate</u></b>	<b><u>Offering Price or Yield</u></b>
\$6,870,000	2025	5.00%	101.670%
3,355,000	2026	5.00	103.870
3,525,000	2027	5.00	106.199
3,700,000	2028	5.00	108.573
3,885,000	2029	5.00	110.681
4,080,000	2030	5.00	112.638
4,285,000	2031	5.00	114.388
4,500,000	2032	5.00	115.953
4,725,000	2033	5.00	117.739
4,960,000	2034	5.00	119.477
5,210,000	2035	5.00	118.429*
5,470,000	2036	5.00	117.580*
5,740,000	2037	5.00	116.552*
6,030,000	2038	5.00	115.350*
6,330,000	2039	5.00	114.254*
6,645,000	2040	5.00	113.171*
6,980,000	2041	5.00	112.366*
7,330,000	2042	5.00	111.922*
7,695,000	2043	5.00	111.480*

\*Priced to the first optional call date of February 1, 2034.

**Optional Redemption:** The Certificates due on or after February 1, 2035, are subject to optional redemption prior to maturity, in whole or in part, on February 1, 2034, or on any date thereafter at a redemption price of par plus accrued interest to the date of redemption.

## EXHIBIT A

### FORM OF ISSUE PRICE CERTIFICATE

#### \$[\_\_\_\_\_] FULL-TERM CERTIFICATES OF PARTICIPATION, SERIES 2024A ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Piper Sandler & Co. (the “Representative”), on behalf of itself and Robert W. Baird & Co. Incorporated and Raymond James & Associates, Inc. (together, the “Underwriting Group”), hereby certifies as set forth below with respect to the sale of the obligations named above (the “Certificates”).

1. ***Initial Offering Price of the Certificates.*** The Underwriting Group offered the Certificates to the Public for purchase at the specified initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire for the Certificates is attached to this certificate as Schedule B.

2. ***First Price at which Sold to the Public.*** [Except for those Maturities listed on Schedule C (the “Hold-the-Offering-Price Maturities”),] [On] the Sale Date, at least 10% of each Maturity was first sold to the Public at the respective Initial Offering Price.

3. ***Hold the Offering Price Rule.*** Each member of the Underwriting Group has agreed in writing that, (i) for each Maturity less than 10% of which was first sold to the Public at a single price as of the Sale Date, it would neither offer nor sell any of the Certificates of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “Hold-the-Offering-Price Rule”), and (ii) any agreement among underwriters, selling group agreement, or third-party distribution agreement contains the agreement of each underwriter, dealer, or broker-dealer who is a party to such agreement to comply with the Hold-the-Offering-Price Rule. Neither the Representative, nor any party to a selling group agreement or third-party distribution agreement with the Representative, nor, to the best knowledge of the Representative, any other Member of the Distribution Group has offered or sold any Hold-the-Offering-Price Maturity at a price that is higher than the respective Initial Offering Price during the respective Holding Period.

4. ***Defined Terms.*** For purposes of this Issue Price Certificate:

(a) ***Holding Period*** means the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (February 14, 2024), or (ii) the date on which Members of the Distribution Group have sold at least 10% of such Maturity to the Public at one or more prices, none of which is higher than the Initial Offering Price for such Maturity.

(b) ***Issuer*** means Independent School District No. 625 (St. Paul), Minnesota.

(c) ***Maturity*** means Certificates with the same credit and payment terms. Any Certificates with different maturity dates, or with the same maturity date but different stated interest rates, are treated as separate Maturities.



(d) *Member of the Distribution Group* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Certificates to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Certificates to the Public).

(e) *Public* means any person (*i.e.*, an individual, trust, estate, partnership, association, company, or corporation) other than a Member of the Distribution Group or a related party to a Member of the Distribution Group. A person is a “related party” to a Member of the Distribution Group if the Member of the Distribution Group and that person are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of the respective Maturity. The Sale Date of each Maturity was February 14, 2024.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder.

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Certificates, and by Dorsey & Whitney LLP in connection with rendering its opinion that the interest on the the amount of each Rental Payment (as defined in the Lease-Purchase Agreement dated as of March 1, 2024, between U.S. Bank Trust Company, National Association, as trustee, and the Issuer (the “Lease”)) designated as and comprising interest as set forth in Exhibit B to the Lease and received by the registered owners of the Certificates is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Certificates.

PIPER SANDLER & CO.

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

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

\_\_\_\_\_

Dated: March 7, 2024

Robert W. Baird & Co. Incorporated hereby certifies that neither Robert W. Baird & Co. Incorporated, nor any party to a selling group agreement or third-party distribution agreement with Robert W. Baird & Co. Incorporated, nor, to the best knowledge of Robert W. Baird & Co. Incorporated, any other Member of the Distribution Group has offered or sold any Hold-the-Offering-Price Maturity at a price that is higher than the respective Initial Offering Price during the respective Holding Period.

ROBERT W. BAIRD & CO. INCORPORATED

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

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

\_\_\_\_\_

Raymond James & Associates, Inc. hereby certifies that neither Raymond James & Associates, Inc., nor any party to a selling group agreement or third-party distribution agreement with Raymond James & Associates, Inc., nor, to the best knowledge of Raymond James & Associates, Inc., any other Member of the Distribution Group has offered or sold any Hold-the-Offering-Price Maturity at a price that is higher than the respective Initial Offering Price during the respective Holding Period.

RAYMOND JAMES & ASSOCIATES, INC.

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

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

\_\_\_\_\_

**SCHEDULE A**  
**INITIAL OFFERING PRICES OF THE CERTIFICATES**  
*(Attached)*

**SCHEDULE B**  
**PRICING WIRE**  
*(Attached)*

**SCHEDULE C**  
**HOLD-THE-OFFERING-PRICE MATURITIES**  
*(Attached)*

CERTIFICATION OF MINUTES RELATING TO LEASE-PURCHASE AGREEMENT AND  
\$101,315,000 FULL-TERM CERTIFICATES OF PARTICIPATION, SERIES 2024A

*Issuer:* Independent School District No. 625 (St. Paul), Minnesota

*Governing Body:* Board of Education

*Kind, date, time and place of meeting:* A regular meeting held February 20, 2024, at 5:30 p.m., at the Administration Building, Conference Room A and B, 360 Colborne Street, Saint Paul, Minnesota, Minnesota, or by electronic means, as authorized by law.

*Members present:*

*Members absent:*

*Documents Attached:*

Excerpt of minutes of the above-described meeting relating to the resolution described below.

RESOLUTION RELATING TO SCHOOL DISTRICT PROPERTY AND  
IMPROVEMENTS AND THE FINANCING THEREOF; AUTHORIZING THE  
EXECUTION AND DELIVERY OF A LEASE-PURCHASE AGREEMENT  
AND APPROVING AND AUTHORIZING THE EXECUTION OF RELATED  
DOCUMENTS AND THE ISSUANCE OF CERTIFICATES OF  
PARTICIPATION

I, the undersigned, being the duly qualified and acting recording officer of the public corporation issuing the obligations referred to in the title of this certificate, certify that the documents attached hereto have been carefully compared with the original records of said public corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the portion of the minutes of a meeting of the governing body of said public corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said obligations; and that said meeting was duly held by the governing body of the public corporation at the time and place indicated above and attended throughout by the members of the governing body in a number sufficient to legally transact business, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer on February \_\_\_\_, 2024.

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School District Clerk

## EXCERPT OF MINUTES

Member \_\_\_\_\_ introduced the following resolution and moved its adoption, which motion was seconded by Member \_\_\_\_\_:

RESOLUTION RELATING TO SCHOOL DISTRICT PROPERTY AND IMPROVEMENTS AND THE FINANCING THEREOF; AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE-PURCHASE AGREEMENT AND APPROVING AND AUTHORIZING THE EXECUTION OF RELATED DOCUMENTS AND THE ISSUANCE OF CERTIFICATES OF PARTICIPATION

BE IT RESOLVED by the Board of Education (the “Board”) of Independent School District No. 625 (St. Paul), Minnesota (the “District”), as follows:

SECTION 1. PRIOR AUTHORIZATION. By resolution duly adopted on August 22, 2023 (the “Parameters Resolution”), this Board found it in the best interest of the District to enter into a Lease-Purchase Agreement (the “Lease”) and issue certificates of participation therein (the “Certificates”) for the purpose of (i) financing the acquisition, construction, installation and improvements of Highland Park Middle School, Hidden River Middle School, Barak and Michelle Obama Elementary and Bruce Vento Elementary (collectively, the “Project”), and (iii) financing costs of issuing the Lease and Certificates. By the Parameters Resolution, this Board further authorized the Superintendent, the Executive Chief of Financial Services and the Executive Chief of Administration and Operations, and each acting individually (each an “Authorized Officer”), to approve the award of the Lease and sale of the Certificates in the Lease in an aggregate principal amount not to exceed \$113,700,000, provided that the true interest cost of the Lease and Certificates to the District is less than or equal to 5.50% per annum, and to execute an agreement with the purchaser(s) of the Certificates. The Commissioner of the Minnesota Department of Education (the “Commissioner”) has authorized the Lease and the making of an additional capital expenditure levy in connection with the Lease. This Board hereby further authorizes the execution of the Lease and the creation of full-term certificates of participation (the “Certificates”) therein for the purpose of financing the Equipment and other authorized costs. Pursuant to Minnesota Statutes, Section 126C.40, subdivision 6, this Board now hereby authorizes the execution and delivery of the Lease and the creation of the Certificates therein for the purpose of financing the Project and other authorized costs.

SECTION 2. AWARD AUTHORIZATION. On February 14, 2024, the District received a proposal from Piper Sandler & Co. (the “Representative”), on behalf of itself and Robert W. Baird & Co. Incorporated and Raymond James & Associates, Inc. (together with the Representative, the “Purchasers”), to purchase the Certificates, in an aggregate amount of \$101,315,000, at a price of \$114,071,396.75 plus accrued interest on all the Certificates to the day of delivery and payment, at a true interest cost of 3.5427933% per annum. Pursuant to the authority granted by the Parameters Resolution, an Authorized Officer, with the assistance of PMA Securities, LLC (“Municipal Advisor”), municipal advisor to the District, approved and executed a Certificate Purchase Agreement (the “Purchase Agreement”) with the Representative, on behalf of itself and the other Purchasers, for the sale of the Certificates to the Purchasers on February 14, 2024. The terms of the sale and the execution of the Purchase Agreement being in compliance with the parameters set forth in the Parameters Resolution, this Board hereby ratifies such action

in all respects and authorizes the issuance of the Certificates in the principal amount of \$101,315,000 on the further terms and conditions set forth herein.

SECTION 3. FINANCING DOCUMENTS. The following documents have been prepared and are on file in the office of the Executive Chief of Financial Services:

- (a) the Lease between U.S. Bank Trust Company, National Association, as trustee (the “Trustee”), as lessor, and the District, as lessee; and
- (c) the Trust Agreement between the District and the Trustee.

The forms of such documents (collectively, the “Documents”) are hereby approved, with such variations, insertions and additions as are deemed appropriate by the parties and approved by counsel to the District, Dorsey & Whitney LLP.

SECTION 4. EXECUTION; OTHER DOCUMENTS. Upon completion of the Documents and the execution thereof by the other parties thereto, the Board Chair and School District Clerk, other designated signatories acting on their behalf, or any of the Authorized Officers individually, are hereby authorized to execute and deliver the Documents on behalf of the District. The Board Chair and the School District Clerk (or other designated signatories acting on their behalf, or any of the Authorized Officers individually) are hereby further authorized to execute, on behalf of the District, such other contracts, certifications, documents or instruments as counsel to the District or the Trustee shall require, and all certifications, recitals, warranties and representations therein and in the Documents shall constitute the certifications, recitals, warranties and representations of the District. Execution of any contract, certification, document or instrument by one or more appropriate officers of the District will constitute and be deemed conclusive evidence of the approval and authorization by the District and this Board of the contract, certification, document or instrument so executed. Without limiting the generality of the foregoing, in the absence or other unavailability of the Chair, any document authorized in this resolution to be executed by the Chair may be executed by the Vice Chair or the Acting Chair and, in the absence or other unavailability of the School District Clerk, any document authorized in this resolution to be executed by the School District Clerk may be executed by the Acting Clerk.

SECTION 5. PAYMENT OF RENTAL PAYMENTS; NO GENERAL OBLIGATION; CAPITAL EXPENDITURE LEVY. The District shall pay to the Trustee promptly when due, all of the Rental Payments (as defined in the Lease) and other amounts required by the Lease. The Lease and the obligations of the District thereunder will be special, limited obligations of the District payable solely from the proceeds of the additional capital expenditures levy hereby authorized and made pursuant to Minnesota Statutes, Section 126C.40, and approved by the Commissioner. Subject to existing law, the District will cause such levy to be spread against all taxable property within the corporate limits of the District for the years and in the amounts sufficient to pay the obligations of the District under the Lease, and the District will utilize the taxes generated by such levy solely to pay such obligations during the term of the Lease, and shall remit such funds to the Trustee pursuant to the terms of the Trust Agreement. The full faith and credit and ability of the District to levy ad valorem taxes without limitation as to rate or amount are not pledged to the payment of the Lease or any obligation of the District thereunder.

SECTION 6. STATE CREDIT ENHANCEMENT PROGRAM. By the Parameters Resolution, the District covenanted and agreed to, among other things, participate in the State of



Minnesota Credit Enhancement Program and comply with provisions of Minnesota Statutes, Section 126C.55 to guarantee payment of the principal and interest on the Certificates when due. The provisions, covenants, obligations and authorizations contained in the Parameters Resolution relating to the Minnesota Credit Enhancement Program are incorporated herein by reference as if fully set forth herein and the same are restated and renewed in all respects by the District in connection with the issuance of the Certificates.

SECTION 7. ISSUANCE OF CERTIFICATES. Upon all acts, conditions and things which are required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed precedent to and in the valid issuance of the Lease and the Certificates, the District shall proceed forthwith to cause the Trustee to issue the Certificates in the form and upon the terms set forth in the Trust Agreement. The Chair and School District Clerk (or other designated signatories acting on their behalf, or any of the Authorized Officers individually) are hereby authorized to approve the final terms of the Certificates, which approval shall be conclusively evidenced by the execution of the Trust Agreement by said officer or officers. The Certificates shall be prepared, executed and delivered as prescribed in the Trust Agreement and the officers of the District shall deliver to the Trustee a certified copy of this resolution and other documents required by the Trust Agreement, for delivery to the Purchasers or the registered owners of the Certificates, as necessary. The Trustee is hereby appointed paying agent for the Certificates pursuant to the Trust Agreement.

SECTION 8. OFFICIAL STATEMENT; RATIFICATION OF PRIOR ACTIONS TAKEN. The Preliminary Official Statement dated February 2, 2024, the Supplement to Preliminary Official Statement dated February 12, 2024, and the final Official Statement dated on or about the date hereof, each relating to the Certificates and prepared and distributed by the Municipal Advisor, and the District, together with any necessary amendments or supplements to be prepared hereafter, are hereby approved. The Chair and School District Clerk (or other designated signatories acting on their behalf, or any of the Authorized Officers individually) are authorized and hereby directed to sign such certifications as may be necessary with respect to the completeness and accuracy of the Preliminary Official Statement, the Supplement to Preliminary Official Statement or the final Official Statement. The Municipal Advisor is hereby authorized on behalf of the District to prepare and distribute to the Purchasers, within seven business days from February 14, 2024, a final Official Statement listing the offering price, the interest rates, selling compensation, delivery date, the underwriters and such other information relating to the Lease and Certificates required to be included in the Official Statement by the Rule (as defined herein). All actions heretofore taken by the Chair and School District Clerk (or other designated signatories acting on their behalf, or any of the Authorized Officers individually) or other District officers and staff, or by others acting on behalf of the District, with respect to the acquisition of the Project, the structuring of the financing, the marketing and sale of the Certificates, the preparation of Documents and the consummation of the transaction contemplated by the Documents and this resolution, including but not limited to the engagement of third-party advisors and counsel, are hereby ratified and approved in full.

SECTION 9. TAX COVENANTS AND ARBITRAGE MATTERS.

(a) Covenant. The District covenants and agrees with the owners from time to time of the Certificates that it will not take, or permit to be taken by any of its officers, employees or agents, any action which would cause the interest component of the Rental Payments payable under the Lease and received by the registered owners of the Certificates to become subject to taxation under

the Internal Revenue Code of 1986 (the “Code”) and any regulations issued thereunder (the “Regulations”), in effect at the time of such action, and that it will take, or it will cause its officers, employees or agents to take, all affirmative actions within their powers which may be necessary to ensure that the interest component of the Rental Payments payable under the Lease and received by the registered owners of the Certificates will not become subject to taxation under the Code and the Regulations, as presently existing or as hereafter amended and made applicable to the Lease and Certificates. So long as the Lease and Certificates are outstanding, the District will not enter into any lease, use agreement or other contract or agreement respecting the Project which would cause the Lease and Certificates to be considered a “private activity bond” or “private loan bond” pursuant to the provisions of Section 141 of the Code.

(b) Tax Certificate. The Chair and School District Clerk (or other designated signatories acting on their behalf, or any of the Authorized Officers individually) being the officers of the District charged with the responsibility for issuing the Lease and Certificates pursuant to this resolution, are authorized and hereby directed to execute and deliver a certificate (the “Tax Certificate”) in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Regulations, stating, among other things, the facts, estimates and circumstances in existence on the date of issue and delivery of the Lease and Certificates which make it reasonable to expect that the proceeds of the Lease and Certificates]will not be used in a manner that would cause the Lease and Certificates to be an arbitrage bond within the meaning of the Code and the Regulations.

(c) Arbitrage Rebate. The District acknowledges that the Lease and Certificates are subject to the rebate requirements of Section 148(f) of the Code. The District covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Lease and Certificates from gross income for federal income tax purposes, unless the Lease and Certificates qualify for an exception from the rebate requirement pursuant to one of the exceptions set forth in the Code and the Regulations.

(d) Reimbursement. The District certifies that the proceeds of the Lease and Certificates will not be used by the District to reimburse itself for any expenditure with respect to the Project which the District paid or will have paid more than 60 days prior to adoption of the Parameters Resolution (which was adopted in part to comply with the requirements of Section 1.150-2 of the Regulations), except as authorized by the Code and the Regulations.

## SECTION 10. CONTINUING DISCLOSURE.

(a) Definitions. The following capitalized terms shall have the following meanings for purposes of this section.

“*Annual Report*” means any annual report provided by the District pursuant to, and as described in, subsection (c) of this section.

“*Beneficial Owner*” means any person which (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Certificates (including persons holding Certificates through nominees, depositories or other intermediaries), or (ii) is treated as the owner of any Certificates for federal income tax purposes.

“*EMMA*” means the MSRB’s Electronic Municipal Market Access system available at <http://emma.msrb.org>.

“*Holders*” means the registered holders of the Certificates, as recorded in the registration books of the Registrar (as defined in the Trust Agreement).

“*Listed Events*” means the events listed in subsection (d) of this section.

“*MSRB*” means the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

“*Participating Underwriter*” means any of the original underwriters of the Certificates required to comply with the Rule in connection with offering of the Certificates.

“*Rule*” means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

(b) Purpose and Beneficiaries. The District makes the following covenants for the benefit of the Holders and Beneficial Owners of the Certificates and in order to assist the Participating Underwriters in complying with the Rule.

(c) Provision of Annual Reports.

(i) Not later than 12 months after the end of each fiscal year of the District (the “Submission Deadline”) (the first report being due not later than 12 months after June 30, 2023), the District shall, either directly or indirectly through an agent designated by the District, file on EMMA an electronic copy of its Annual Report in a format and accompanied by such identifying information as prescribed by the MSRB. If the District’s fiscal year changes, it shall, either directly or indirectly through an agent designated by the District, give notice of such change in the same manner as for a Listed Event under subsection (d), and the Submission Deadline beginning with the subsequent fiscal year will become one year following the end of the new fiscal year. If the District is unable to provide an Annual Report by the Submission Deadline, in a timely manner thereafter, the District shall, either directly or indirectly through an agent designated by the District, file a notice on EMMA stating that there has been a failure to provide an Annual Report on or before the Submission Deadline.

(ii) The Annual Report must contain or include by reference the following:

(1) The audited financial statements of the District for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Minnesota state law, as in effect from time to time, or, if and to the extent such audited financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the District’s audited financial statements are not available by the Submission Deadline, the Annual Report shall contain unaudited financial information (which may include any annual filing information required by Minnesota state law) accompanied by a notice that the audited financial statements are not yet available, and the audited financial statements shall be filed on EMMA within 10 days of when they become available.

(2) To the extent not included in the financial statements provided as part of the Annual Report, tables, schedules or other information of the type contained in the

Official Statement for the Certificates under the following headings or captions, which information may be unaudited:

- (A) The District – Enrollment
- (B) The District – District Employment
- (C) Socio-Economic Characteristics – Largest Taxpayers
- (D) Financial Information
- (E) Summary of Debt and Debt Statistics

- (iii) The Annual Report may be submitted as a single document or as separate documents comprising a package. The contents of the Annual Report may be included in the Annual Report by specific reference to other documents, including official statements of debt issues of the District or related public entities, which are available on EMMA or are filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available on EMMA. The Annual Report shall clearly identify each such other document so included by reference. The audited financial statements of the District may be submitted separately from the balance of the Annual Report and later than the Submission Deadline if they are not available by that date.

(d) Reporting of Significant Events.

- (i) The District shall, either directly or indirectly through an agent designated by the District, give notice of the occurrence of any of the following events with respect to the Certificates, all pursuant to the provisions of this subsection (d):
  - (1) Principal and interest payment delinquencies.
  - (2) Non-payment related defaults, if material.
  - (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
  - (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
  - (5) Substitution of credit or liquidity providers, or their failure to perform.
  - (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
  - (7) Modifications to rights of security holders, if material.
  - (8) Bond calls, if material, and tender offers.
  - (9) Defeasances.
  - (10) Release, substitution, or sale of property securing repayment of the securities, if material.
  - (11) Rating changes.
  - (12) Bankruptcy, insolvency, receivership or similar event of the obligated person.

*For the purposes of the event identified in this subparagraph (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.*

- (13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
- (15) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material.
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

*For purposes of the events identified in subparagraph (15) and (16) above, the term "Financial Obligation" means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) guarantee of either (i) or (ii). The term "Financial Obligation" does not include municipal securities as to which a final official statement has been provided to the MSRB pursuant to the Rule.*

- (ii) If a Listed Event described in subparagraph (2), (7), (8) (but only with respect to bond calls under (8)), (10), (13), (14) or (15) has occurred and the District has determined that such Listed Event is material under applicable federal securities laws, the District shall, either directly or indirectly through an agent designated by the District, in a timely manner but not later than 10 business days after the occurrence of such Listed Event, promptly file a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB.
- (iii) If a Listed Event described in subparagraph (1), (3), (4), (5), (6), (8) (but only with respect to tender offers under (8)), (9), (11), (12) or (16) above has occurred the District shall, either directly or indirectly through an agent designated by the District, in a timely manner but not later than 10 business days after the occurrence of such Listed Event, promptly file a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB. Notwithstanding the foregoing,

notice of Listed Events described in subparagraphs (8) and (9) need not be given under this subsection (d) any earlier than the notice (if any) of the underlying event is given to Holders of affected Certificates pursuant to the Trust Agreement.

(e) Termination of Reporting Obligation. The District's obligations under this section will terminate upon the legal defeasance, prior redemption or payment in full of all of the Certificates or upon the District's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the District to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

(f) Dissemination Agent. The District may, from time to time, appoint or engage a dissemination agent to assist it in carrying out its obligations under this section, and may discharge any such dissemination agent, with or without appointing a successor dissemination agent. The dissemination agent will not be responsible in any manner for the content of any notice or Annual Report prepared by the District pursuant to this section.

(g) Amendment; Waiver. Notwithstanding any other provision of this section, the District may amend the covenants contained in this section, and any provision of this section may be waived, if

- (i) (1) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Certificates, or the type of business conducted; (2) the undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Certificates, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (3) the amendment or waiver either (A) is approved by a majority of the Holders, or (B) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners; or
- (ii) the amendment or waiver is necessary to comply with modifications to or interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission.

In the event of any amendment or waiver of a provision of this section, the District shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the District. In addition, if the amendment relates to the accounting principles to be followed in preparing audited financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under subsection (d), and (ii) the Annual Report for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the audited financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

(h) Additional Information. Nothing in this section will be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this section or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this section. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this section, the District shall have no obligation under this section to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

(i) Default. In the event of a failure of the District to comply with any provision of this section, any Holder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this section. Direct, indirect, consequential and punitive damages will not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this section will not be deemed an event of default under the Lease, the Trust Agreement or this resolution, and the sole remedy under this section in the event of any failure of the District to comply with this section will be an action to compel performance.

Upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

## REQUEST FOR SAINT PAUL PUBLIC SCHOOLS BOARD OF EDUCATION ACTION

**Subject:** Project Labor Agreement

**Project Title:** Cherokee Heights Building Systems Replacements

**Project Description:** Buildings systems upgrade, relocate and/or replace.

**Estimated Cost:** \$9,780,000

**Estimated Start Date:** 6/5/2026

**Estimated Project Length:** 15 months – 8/30/2026

### **Executive Summary**

Per Board of Education (BOE) direction dated February 25, 2005, the BOE will evaluate all construction projects whose cost estimates exceed \$250,000 for the appropriateness of a Project Labor Agreement (PLA). Notice of this action was published in the Saint Paul Legal Ledger at least 30 days prior to any BOE action.

### *Assessment of Criteria for PLA Recommendation:*

<b>Criteria</b>	<b>Low</b>	<b>Medium</b>	<b>High</b>	<b>Notes</b>
Potential impact on students/operations			X	
Number of trades on the project			X	
Potential for work stoppage		X		
Complexity of project			X	
Construction schedule constraints			X	

Notices requesting input on the use of a PLA on this project were sent to the following interested parties.

### *Summary of Responses:*

<b>Organization</b>	<b>Yes</b>	<b>No</b>	<b>No Response</b>	<b>Comments</b>
Associated Builders and Contractors		x		See*footnote for full comments
Associated General Contractors of Minnesota			x	
National Association of Minority Contractors			x	
Saint Paul Building and Construction Trades Council	x			Dollar amount, project length, multi-craft.



## Staff Recommendation

- ☒ The Facilities Department **recommends** that a PLA be used for this project
- ☐ The Facilities Department **does not recommend** that a PLA be used for this project

The reasons for the recommendation are as follows:

- Please see the table of assessment criteria. Follows precedent of other large scale, multi-year renovation projects.

## Final Action

The BOE directs that a PLA

- ☐ be used for this project
- ☐ not be used for this project

If the BOE directs that a PLA be used on this project, it hereby authorizes the Director of Facilities to instruct the execution of this agreement and further directs that the agreement be included in the final construction documents.

*\* "The Associated Builders and Contractors and our 330 contractor members who employ over 20,000 high-quality craft professionals oppose discriminatory union-only project labor agreements on taxpayer funded projects, including the upcoming Cherokee Heights Building Systems Replacement project.*

*PLAs drive up the cost of construction projects. By unnecessarily limiting bidders and following outdated and inefficient union work rules, PLAs consistently and unnecessarily drive-up costs on projects.*

*PLAs discriminate against merit shop contractors, disadvantaged businesses, and minority-owned businesses who choose not to be signatory to union contracts. This discrimination is particularly harmful to women- and minority-owned construction businesses whose workers traditionally have been under-represented in construction unions. Merit shop general contractors often utilize union subcontractors for projects and have had great success at doing so – both in the public and private sector. Union general contractors, however, are contractually prohibited from using merit shop subcontractors. Open jobsites that are free of labor affiliation discrimination is what the county should be promoting – not closed jobsites.*

*PLAs also harm local workers. Proponents claim PLAs ensure the use of local workers, but the truth is PLAs fail at local job creation. PLA supporters fail to mention the term "local workers" excludes local nonunion workers. This rhetoric is particularly misleading because only 25 percent of Minnesota construction workers belong to a union. In construction markets where the demand for union labor is greater than the supply, union workers from outside the local area are given preference over qualified, local, nonunion workers on PLA projects. In one instance, a metro school district that adopted a PLA was forced to bring in union pipefitters from Chicago because of a shortage of union pipefitters in the metro. Instead of hiring local merit shop pipefitters, the district and general contractor's PLA forbid them from doing so.*

*PLAs take away employees' rights. Employees normally are permitted to choose whether to join a union through a card check process or a federally supervised private ballot election. PLAs require unions to be the exclusive*

*bargaining representative for workers during the life of the project. The decision to elect union representation is made by the employer —when agreeing to participate in a PLA—rather than the employees.*

*PLAs are not necessary to, and are not successful at, ensuring labor peace or keeping a project safe, on time, on budget, or in compliance with labor laws. Unions leverage the threat of labor strikes and unrest to compel construction users, like the county here, to require PLAs on construction projects. This is a particularly disingenuous argument that flirts with blackmail because unions can cause many project delays through illegal organizing and jurisdictional disputes. In addition, unions have engaged in strikes on PLA projects across the country, calling into question the value of the agreements. In contrast, merit shop workers do not strike.*

*We oppose the use of project labor agreements on the upcoming Cherokee Heights Building Systems Replacement project and encourage Saint Paul Public Schools to side with taxpayers along with free, fair, and open competition when it makes its decisions regarding project labor agreements.”*

## REQUEST FOR SAINT PAUL PUBLIC SCHOOLS BOARD OF EDUCATION ACTION

**Subject:** Project Labor Agreement

**Project Title:** FY24 Instructional A/V

**Project Description:** Classroom A/V replacements, owner will provide equipment.

**Estimated Cost:** \$800,000

**Estimated Start Date:** 5/1/2024

**Estimated Project Length:** 8 months – 12/31/2024

### **Executive Summary**

Per Board of Education (BOE) direction dated February 25, 2005, the BOE will evaluate all construction projects whose cost estimates exceed \$250,000 for the appropriateness of a Project Labor Agreement (PLA). Notice of this action was published in the Saint Paul Legal Ledger at least 30 days prior to any BOE action.

### *Assessment of Criteria for PLA Recommendation:*

<b>Criteria</b>	<b>Low</b>	<b>Medium</b>	<b>High</b>	<b>Notes</b>
Potential impact on students/operations	X			
Number of trades on the project	X			
Potential for work stoppage	X			
Complexity of project	X			
Construction schedule constraints		X		

Notices requesting input on the use of a PLA on this project were sent to the following interested parties.

### *Summary of Responses:*

<b>Organization</b>	<b>Yes</b>	<b>No</b>	<b>No Response</b>	<b>Comments</b>
Associated Builders and Contractors		x		See*footnote for full comments
Associated General Contractors of Minnesota			x	
National Association of Minority Contractors			x	
Saint Paul Building and Construction Trades Council	x			Dollar amount, project length, multi-craft.

## Staff Recommendation

- ☒ The Facilities Department **recommends** that a PLA be used for this project
- ☐ The Facilities Department **does not recommend** that a PLA be used for this project

The reasons for the recommendation are as follows:

- Please see the table of assessment criteria. For reference, the Board directed the use of a PLA on the FY22 and FY23 Instructional A/V projects, which were very similar in scope.

## Final Action

The BOE directs that a PLA

- ☐ be used for this project
- ☐ not be used for this project

If the BOE directs that a PLA be used on this project, it hereby authorizes the Director of Facilities to instruct the execution of this agreement and further directs that the agreement be included in the final construction documents.

*\* "The Associated Builders and Contractors and our 330 contractor members who employ over 20,000 high-quality craft professionals oppose discriminatory union-only project labor agreements on taxpayer funded projects, including the upcoming Cherokee Heights Building Systems Replacement project.*

*PLAs drive up the cost of construction projects. By unnecessarily limiting bidders and following outdated and inefficient union work rules, PLAs consistently and unnecessarily drive-up costs on projects.*

*PLAs discriminate against merit shop contractors, disadvantaged businesses, and minority-owned businesses who choose not to be signatory to union contracts. This discrimination is particularly harmful to women- and minority-owned construction businesses whose workers traditionally have been under-represented in construction unions. Merit shop general contractors often utilize union subcontractors for projects and have had great success at doing so – both in the public and private sector. Union general contractors, however, are contractually prohibited from using merit shop subcontractors. Open jobsites that are free of labor affiliation discrimination is what the county should be promoting – not closed jobsites.*

*PLAs also harm local workers. Proponents claim PLAs ensure the use of local workers, but the truth is PLAs fail at local job creation. PLA supporters fail to mention the term "local workers" excludes local nonunion workers. This rhetoric is particularly misleading because only 25 percent of Minnesota construction workers belong to a union. In construction markets where the demand for union labor is greater than the supply, union workers from outside the local area are given preference over qualified, local, nonunion workers on PLA projects. In one instance, a metro school district that adopted a PLA was forced to bring in union pipefitters from Chicago because of a shortage of union pipefitters in the metro. Instead of hiring local merit shop pipefitters, the district and general contractor's PLA forbid them from doing so.*

*PLAs take away employees' rights. Employees normally are permitted to choose whether to join a union through a card check process or a federally supervised private ballot election. PLAs require unions to be the exclusive*

*bargaining representative for workers during the life of the project. The decision to elect union representation is made by the employer —when agreeing to participate in a PLA—rather than the employees.*

*PLAs are not necessary to, and are not successful at, ensuring labor peace or keeping a project safe, on time, on budget, or in compliance with labor laws. Unions leverage the threat of labor strikes and unrest to compel construction users, like the county here, to require PLAs on construction projects. This is a particularly disingenuous argument that flirts with blackmail because unions can cause many project delays through illegal organizing and jurisdictional disputes. In addition, unions have engaged in strikes on PLA projects across the country, calling into question the value of the agreements. In contrast, merit shop workers do not strike.*

*We oppose the use of project labor agreements on the upcoming Cherokee Heights Building Systems Replacement project and encourage Saint Paul Public Schools to side with taxpayers along with free, fair, and open competition when it makes its decisions regarding project labor agreements.”*

## REQUEST FOR SAINT PAUL PUBLIC SCHOOLS BOARD OF EDUCATION ACTION

**Subject:** Project Labor Agreement

**Project Title:** FY25 Fire Safety

**Project Description:** FY25 fire alarm replacements at 271 Belvidere, E-STEM, Early Childhood Hub East, Early Childhood Hub West, Hubbs Center, Maxfield Elementary, and Highland Park Middle School.

**Estimated Cost:** \$1,145,000

**Estimated Start Date:** 7/1/2024

**Estimated Project Length:** 12 months – 6/30/2025

### **Executive Summary**

Per Board of Education (BOE) direction dated February 25, 2005, the BOE will evaluate all construction projects whose cost estimates exceed \$250,000 for the appropriateness of a Project Labor Agreement (PLA). Notice of this action was published in the Saint Paul Legal Ledger at least 30 days prior to any BOE action.

### *Assessment of Criteria for PLA Recommendation:*

<b>Criteria</b>	<b>Low</b>	<b>Medium</b>	<b>High</b>	<b>Notes</b>
Potential impact on students/operations			X	
Number of trades on the project	X			
Potential for work stoppage	X			
Complexity of project	X			
Construction schedule constraints		X		

Notices requesting input on the use of a PLA on this project were sent to the following interested parties.

### *Summary of Responses:*

<b>Organization</b>	<b>Yes</b>	<b>No</b>	<b>No Response</b>	<b>Comments</b>
Associated Builders and Contractors		x		See*footnote for full comments
Associated General Contractors of Minnesota			x	
National Association of Minority Contractors			x	
Saint Paul Building and Construction Trades Council	x			Dollar amount, project length, multi-craft.

## Staff Recommendation

- ☒ The Facilities Department **recommends** that a PLA be used for this project
- ☐ The Facilities Department **does not recommend** that a PLA be used for this project

The reasons for the recommendation are as follows:

- Please see the table of assessment criteria. For reference, the Board did not direct the use of a PLA on the FY23 Fire Safety project, which was very similar in scope, but a much smaller project.

## Final Action

The BOE directs that a PLA

- ☐ be used for this project
- ☐ not be used for this project

If the BOE directs that a PLA be used on this project, it hereby authorizes the Director of Facilities to instruct the execution of this agreement and further directs that the agreement be included in the final construction documents.

*\* "The Associated Builders and Contractors and our 330 contractor members who employ over 20,000 high-quality craft professionals oppose discriminatory union-only project labor agreements on taxpayer funded projects, including the upcoming Cherokee Heights Building Systems Replacement project.*

*PLAs drive up the cost of construction projects. By unnecessarily limiting bidders and following outdated and inefficient union work rules, PLAs consistently and unnecessarily drive-up costs on projects.*

*PLAs discriminate against merit shop contractors, disadvantaged businesses, and minority-owned businesses who choose not to be signatory to union contracts. This discrimination is particularly harmful to women- and minority-owned construction businesses whose workers traditionally have been under-represented in construction unions. Merit shop general contractors often utilize union subcontractors for projects and have had great success at doing so – both in the public and private sector. Union general contractors, however, are contractually prohibited from using merit shop subcontractors. Open jobsites that are free of labor affiliation discrimination is what the county should be promoting – not closed jobsites.*

*PLAs also harm local workers. Proponents claim PLAs ensure the use of local workers, but the truth is PLAs fail at local job creation. PLA supporters fail to mention the term "local workers" excludes local nonunion workers. This rhetoric is particularly misleading because only 25 percent of Minnesota construction workers belong to a union. In construction markets where the demand for union labor is greater than the supply, union workers from outside the local area are given preference over qualified, local, nonunion workers on PLA projects. In one instance, a metro school district that adopted a PLA was forced to bring in union pipefitters from Chicago because of a shortage of union pipefitters in the metro. Instead of hiring local merit shop pipefitters, the district and general contractor's PLA forbid them from doing so.*

*PLAs take away employees' rights. Employees normally are permitted to choose whether to join a union through a card check process or a federally supervised private ballot election. PLAs require unions to be the exclusive bargaining representative for workers during the life of the project. The decision to elect union representation is made by the employer —when agreeing to participate in a PLA—rather than the employees.*

*PLAs are not necessary to, and are not successful at, ensuring labor peace or keeping a project safe, on time, on budget, or in compliance with labor laws. Unions leverage the threat of labor strikes and unrest to compel construction users, like the county here, to require PLAs on construction projects. This is a particularly disingenuous argument that flirts with blackmail because unions can cause many project delays through illegal organizing and jurisdictional disputes. In addition, unions have engaged in strikes on PLA projects across the country, calling into question the value of the agreements. In contrast, merit shop workers do not strike.*

*We oppose the use of project labor agreements on the upcoming Cherokee Heights Building Systems Replacement project and encourage Saint Paul Public Schools to side with taxpayers along with free, fair, and open competition when it makes its decisions regarding project labor agreements.”*



## REQUEST FOR SAINT PAUL PUBLIC SCHOOLS BOARD OF EDUCATION ACTION

**Subject:** Project Labor Agreement

**Project Title:** Johnson Senior High

**Project Description:** Replace the artificial turf and running track installed in 2006, add LED directional lights for the field, replace goal posts for the football field, and 500 more bleacher seats.

**Estimated Cost:** \$3,305,000

**Estimated Start Date:** 6/1/2025

**Estimated Project Length:** 15 months – 9/15/2026

### **Executive Summary**

Per Board of Education (BOE) direction dated February 25, 2005, the BOE will evaluate all construction projects whose cost estimates exceed \$250,000 for the appropriateness of a Project Labor Agreement (PLA). Notice of this action was published in the Saint Paul Legal Ledger at least 30 days prior to any BOE action.

### *Assessment of Criteria for PLA Recommendation:*

<b>Criteria</b>	<b>Low</b>	<b>Medium</b>	<b>High</b>	<b>Notes</b>
Potential impact on students/operations		X		
Number of trades on the project	X			
Potential for work stoppage	X			
Complexity of project		X		
Construction schedule constraints		X		

Notices requesting input on the use of a PLA on this project were sent to the following interested parties.

### *Summary of Responses:*

<b>Organization</b>	<b>Yes</b>	<b>No</b>	<b>No Response</b>	<b>Comments</b>
Associated Builders and Contractors		x		See*footnote for full comments
Associated General Contractors of Minnesota			x	
National Association of Minority Contractors			x	
Saint Paul Building and Construction Trades Council	x			Dollar amount, project length, multi-craft.

## Staff Recommendation

- ☒ The Facilities Department **recommends** that a PLA be used for this project
- ☐ The Facilities Department **does not recommend** that a PLA be used for this project

The reasons for the recommendation are as follows:

- Please see the table of assessment criteria. For reference, the Board directed the use of a PLA multiple outdoor athletic projects of similar scale and complexity (examples: Griffin Stadium Turf Replacement, Washington Technology Athletic Improvements).

## Final Action

The BOE directs that a PLA

- ☐ be used for this project
- ☐ not be used for this project

If the BOE directs that a PLA be used on this project, it hereby authorizes the Director of Facilities to instruct the execution of this agreement and further directs that the agreement be included in the final construction documents.

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# Board of Education Meeting



## 1st Reading for Updates to:

- **Policy 516.00 Students: Medications/Medical Procedures**
- **Policy 533.00 Wellness**

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February 20, 2024

Becky Schmidt, Interim Director, Office of Health and Wellness

# Policy 516.00 Students: Medications/Medical Procedures

Why are we proposing to amend this policy?

- Policy was last updated five years ago (2019)
- We are always striving to remove health barriers to learning, remove barriers for families, and have safe and efficient processes in place when it comes to administering medications and medical procedures.
- When updating our processes there was a need to review and update the policy.

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# Contributors

Thank you to the Licensed School Nurses that assisted:

- Lori Benolken
- Kelly Kantack
- Feven Kiflai
- Kay Lee

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# Policy 516.00 Students: Medications/Medical Procedures

- See all proposed changes to Policy 516.00 [HERE](#)

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# Policy 516.00 Students: Medications/Medical Procedures

What language are we proposing to **remove** in the policy?

- Language that is striked through is either being updated with more explicit language or moved to a different location within the document.
- The overall concept of such striked out language is not changing; we are just proposing to reword it and tighten up some of the language and processes.

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# Policy 516.00 Students: Medications/Medical Procedures

What **new** language are we proposing to **add** in the policy?

Item	Rationale
2.a. Training and designation will be completed by the school nurse to Saint Paul Public School staff only.	Want to be explicit that only SPPS staff can be trained/designated. No parents/volunteers on field trips or after-school activities will have the responsibility of administering medication.
4.a. All medications and supplies will be secured in the school health office unless the school nurse determines alternate appropriate arrangements.	Previous language never explicitly state where medication should be kept and secured
6. The nurse or designee will administer medication or medical procedures according to the prescribed orders, or according to the dosing label if no health care provider orders are required. a. Authorizations from a prescribing health care provider and parent or guardian are valid for one year from signature date. New authorizations are required when changes to a medication or a medical procedure occurs.	“Valid from one year from signature date” was not a detail in 157 previous language. Previous language just said “annually.” New language indicates to follow dosing instructions and to obtain new orders when medication changes occur.

# Policy 516.00 Students: Medications/Medical Procedures

## New language cont.

Item	Rationale
6.b. To ensure safe and appropriate delivery of a medication or medical procedure, the nurse may request to receive further information from the parent, guardian, or health care provider, if needed, prior to administration.	This ensures safe delivery of medications.
6.c. Medications or medical procedures used at school in connection with services for which a minor may give effective consent are not governed by this policy.	Minors have the right to consent to various procedures without parental/guardian involvement.
7.b.No health care provider signature is required. This does not apply to controlled substances.	This only pertains to a prescription intended for a total period of less than two weeks. A written authorization signed by the parent/guardian is required.
7.c. A request from a parent or guardian for medication or medical procedure administration must be reduced to writing within two (2) days, provided the district may rely on an unsigned request until a written request is received. This does not apply to controlled substances.	Defines a deadline by which we must have a parent/guardian signature.

# Policy 516.00 Students: Medications/Medical Procedures

## New language cont.

Item	Rationale
7.d. “Controlled substances,” as applied to the chemical abuse assessment of students, means a drug, substance, or immediate precursor in Schedules I through V of Minnesota Statutes section 152.02 and “marijuana” as defined in Minnesota Statutes section 152.01, subdivision 9 but not distilled spirits, wine, malt beverages, intoxicating liquors or tobacco. As otherwise defined in this policy, “controlled substances” include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 United States Code section 812, including analogues and look-alike drugs.	Inclusion of this definition is needed since the policy addresses “controlled substances”
7.d.ii. Medical cannabis may not be administered or used in the school setting.	Covered under Statute as well, but this is a very common question <sup>159</sup>
7.e.ii Students may not self-carry or self-administer controlled substances. iii. Students may not self-carry or self-administer any drug or product containing ephedrine or pseudoephedrine as its sole active ingredient or as one of its active ingredients.	Strict counts are kept with controlled substances and they must be locked up. Serious safety risks are associated with controlled substances and medication with ephedrine/pseudophedrine

# Policy 516.00 Students: Medications/Medical Procedures

## New language cont.

Item	Rationale
<p>8. For nonprescription medication needed at school:</p> <p>a. A written authorization signed by the parent or guardian is required. No health care provider order is required.</p> <p>b. A request from a parent or guardian for medication or medical procedure administration must be reduced to writing within 2 days, provided the district may rely on an unsigned request until a written request is received.</p> <p>c. Medication must be administered according to the dosing on the manufacturer’s label. If different dosing is needed, a prescription from a health care provider will be required.</p> <p>d. Schools and school staff may not distribute stock over-the-counter medications to students.</p>	<p>Removing the requirement for a healthcare provider order for over-the-counter (OTC) medications removes barriers for families</p> <p>Defines that we must follow OTC labeling</p> <p>Provides rules around schools not carrying or administering stock OTC medications</p> <p>160</p>

# Policy 516.00 Students: Medications/Medical Procedures

## New language cont.

Item	Rationale
8.e.ii Only students in grades 6-12 may possess and use nonprescription pain.....	Previously said “secondary students.” MDE defines secondary as grades 7-12 but we want to expand this privilege to grade 6 to be inclusive of our middle school model
11. Medications are not governed by this policy if they: <ul style="list-style-type: none"> <li>a. Are used off school grounds unless the student is attending a school-sponsored field trip,</li> <li>b. Are used in connection with athletics or extracurricular activities, or</li> <li>c. Are used in connection with activities before or after the school day.</li> </ul>	Defines scope of this policy

# Policy 516.00 Students: Medications/Medical Procedures

## New language cont.

Item	Rationale
15. A student may possess and apply a topical sunscreen product during the school day while on school property or at a school-sponsored event. Written authorization is not required. School personnel may, but are not required to, assist in applying sunscreen only to the student that provided it. Staff must assist in applying sunscreen if ordered by a prescribing medical provider.	Addresses common questions around sunscreen application, previously missing from policy
16. Procedures are in place for the collection and transport of any unclaimed or abandoned prescription drugs or medications remaining in the possession of school personnel.	Previously missing from policy

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# Policy 516.00 Students: Medications/Medical Procedures

- Questions?
- 2nd Reading - March 19
- 3rd Reading and Vote - April 23

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# Policy 533.00 Wellness

Background from [MDE](#):

The Child Nutrition and Women, Infants and Children (WIC) Reauthorization Act of 2004 requires all educational entities participating in the National School Lunch Program to establish local school wellness policies. In 2010, the Healthy, Hunger-Free Kids Act (the Act) regulations added Section 9A to expand upon the previous local wellness policy requirement from the Reauthorization.

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The Act strengthens wellness policies by emphasizing ongoing implementation and assessment. This provision also supports a robust process at the community level, including the expansion of the team of collaborators participating in the wellness policy development. This approach is intended to foster broad-based support for effective wellness policies.



# Policy 533.00 Wellness

Why are we proposing to amend this policy?

- Policy was last updated seven years ago (2017)
- Proposed changes to the policy are mostly driven by the changes made to the USDA National School Lunch Nutrition Programs
- Remove language around unsupported positions, procedural guidelines, recommended vs. required components, or content covered in MN Statute

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# Contributors

Thank you to the following people for their assistance:

- Regina Carlson, Benefits Manager, Human Resources
- Jacy Dillahunty, Health Teacher
- Carol Grady, LSN, Health and Wellness
- Kathy Kimani, Director, Office of School Support
- Stacy Koppen, Director, Nutrition Services
- Mary Langworthy, Former Director, Health and Wellness
- Chelsea Moody, Environmental Specialist, ESG
- Heather Peterson, Director, Allina Health
- Terri Steen, PE/Health Coordinator, OTL (previous role)
- Sarah Stewart, Safe Routes to School Coordinator
- Jennifer Vigil, Mgmt Asst, Office of School Support
- Amy Wardell, PE/Health Coordinator, OTL
- Cole Welhaven, SPPS Nutrition Services Coordinator
- Jill Westlund, SPPS Nutrition Coordinator

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## Policy 533.00 Wellness

- See all proposed changes to Policy 533.00 [HERE](#)

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# Policy 533.00 Wellness

What language are we proposing to **remove** in the policy?

Language to be removed:	Rationale
I. B. Language referencing ‘Site Wellness Teams’	Schools no longer have these teams due to staffing and capacity issues. We do have a wellness team at the district level, per MDE guidance
II. A. Staff will use non-food items as rewards for academic performance or good behavior for individuals or classrooms.	This will be replaced with “ <a href="#">Staff will not use food as a reward or punishment for academic performance or good behavior for individuals or classrooms</a> ”
II. C. Celebrations: Classroom teachers will allow no more than one celebration per month that involves food or beverages.	Reduces food as main focus of celebrations 168
II. G. Schools will offer safe and developmentally appropriate fitness equipment and activity areas for students.	Doesn’t need to be in policy as it is covered under Special Education or Physical Education practices

# Policy 533.00 Wellness

Cont. - language are we proposing to **remove** in the policy

Language to be removed:	Rationale
II. F. For the safety and health of students with disabilities and health conditions, including food allergies, the District will make reasonable accommodations in the school environment, according to a student's individual plan.	Individual student needs will be addressed through Individual Health Plans, Emergency Care Plans, IEPs, and/or Section 504 Plans
III. A. For the purposes of this section, the school day is defined as the period from a half hour before school starts until after the school bell rings at the end of the school day.	Not needed in policy
III. B. The district will inform families of the free/reduced price lunch program, and provide all families with applications for the program.	MN has a new Free School Meals for Kids Program, however, families do still need to fill out applications because other funding is tied to it 169
III. B.1. To protect the privacy of all students, including those who are eligible for free or reduced priced meals, all cafeteria registers will be cashless. Instead, students will use a personal identification number (PIN) when purchasing food.	This is procedural, not policy

# Policy 533.00 Wellness

Cont. - language are we proposing to **remove** in the policy

Language to be removed:	Rationale
III. B. 5. School schedules should allow for adequate seat time for lunch periods. Schools are also encouraged to schedule recess prior to lunch. 6. Students will be provided a clean and supervised environment to eat during meal periods.	This is procedural, not policy
IV. A. Students will have access to physical education class and/or fitness-oriented activities regardless of behavioral or academic status. C. The District will hire physical education teachers only if they are certified and licensed instructors. D. Waivers, exemptions, or substitutions for physical education classes are not allowed at the high school level, and strongly discouraged at the middle school level. E. Schools' wellness plans must include a physical activity component. F. The District will include in its portfolio of professional development opportunities, courses focused on integrating physical activity in the classroom.	Language referencing physical education does not need to be in this policy, because that subject is dictated by MN academic standards, legal statutes and HR hiring requirements  Waivers are discouraged but covered under a student's IEP or Section 504 Plan, if necessary 170
IV. I. The indoor and outdoor physical activity facilities and spaces will be open to the community outside of school hours. District permitting requirements must be followed.	Not a requirement. This is procedural, not policy

# Policy 533.00 Wellness

Cont. - language are we proposing to **remove** in the policy

Language to be removed:	Rationale
<p>VII. A. The District will partner with parents/guardians and community members to support parents/guardians' efforts to provide a healthy diet and daily physical activity for their children.</p> <p>B. The District encourages parents/guardians who pack lunches and snacks to refrain from including foods and beverages without nutritional value.</p> <p>C. School staff will communicate with parents/guardians to convey to students the potential health risks of sharing food or beverages, including to individuals with life-threatening allergies.</p> <p>E. The District recognizes that some students have chronic health conditions that are impacted by food and physical activity, particularly life threatening food allergies, asthma and diabetes. The District works with students, their families and health care providers to put plans in place to safely manage their condition.</p>	<p>Procedural, not policy</p> <p>Individual student needs will be addressed through Individual Health Plans, Emergency Care Plans, IEPs, and/or Section 504 Plans</p> <p>171</p>

# Policy 533.00 Wellness

Cont. - language are we proposing to **remove** in the policy

Language to be removed:	Rationale
<p><b>VIII. EMPLOYEE WELLNESS</b></p> <p><i>Principle: Provide an employee wellness program that supports healthy eating and physical activity of all employees.</i></p> <p>The District will offer or partner to offer staff wellness programs, which may include workshops and presentations on health promotion, education and resources that will enhance morale, encourage healthy lifestyles, prevent injury, reduce chronic diseases, and foster exceptional role modeling. In particular, the District will partner to provide incentives for sites that implement healthier practices, including adopting standards for foods and beverages sold to employees.</p>	<p>SPPS no longer has this as a staffed position. Not a requirement for a District Wellness Policy</p>

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# Policy 533.00 Wellness

What **new** language are we proposing to **add** in the policy?

Item	Rationale
I.B. The District Wellness Team will provide data/information regarding implementation of the policy annually to the Superintendent (or designee) and/or the Board of Education. <b>This information, and any updates to the policy will be made available to the public.</b>	Public access is a requirement
II. A. <del>Staff will use non-food items as rewards for academic performance or good behavior for individuals or classrooms.</del> <b>Staff will not use food as a reward or punishment for academic performance or good behavior for individuals or classrooms.</b>	Slight revision to language
II. D. Students at the elementary level will participate in frequent, active recess. <b>Recess and/or movement breaks are is also encouraged at the middle school level.</b>	Goals for physical activity are encouraged in MDE Wellness Policy guidelines

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# Policy 533.00 Wellness

Cont. - **new** language are we proposing to **add**

Item	Rationale
<p>III. B. Meals Provided During the School Day</p> <p>1. The Minnesota Free School Meals bill introduced reimbursement for a free breakfast and lunch to students who receive meals through their school's participation in the National School Lunch Program (NSLP) and the School Breakfast Program (SBP). Schools that participate in NSLP must now participate in the state funded Free School Meals Program.</p> <p>2. All students must be correctly listed on meal eligibility rosters according to their actual federal school meal eligibility status: free, reduced price, or paid. In addition, meals served to students must be claimed in the student's correct federal eligibility category to receive correct federal and state reimbursements.</p> <p>3. <del>Foods and beverages sold at school during the school day will meet the standards defined by the District Wellness Team, which will meet or exceed the USDA standards. The district will share the nutritional contents of meals with students and families.</del> All school meals served will meet or exceed current nutrition requirements established under the Healthy Hunger-free Kids Act of 2010.</p> <p>4. Information about students certified eligible for free and reduced-price school meals is covered by confidentiality restrictions administered by the U.S. Department of Agriculture. <del>The District will make reasonable accommodations for the special dietary needs of students in the school meal programs.</del></p>	<p>Added language from National School Lunch Program (NSLP) and MN Free School Meals bill.</p> <p>Healthy Hunger-free Kids Act of 2010 is guiding standard</p>

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# Policy 533.00 Wellness

## Cont. - new language are we proposing to add

Item	Rationale
<p>III. C. Other Food Offered During the School Day</p> <p><del>1. Schools will assess if and when to allow snacks based on timing of school meals, children's nutritional needs, children's ages, and other considerations. Non- USDA snacks served during the school day or in after school care or enrichment programs will make a positive contribution to children's diets and health. The district encourages foods offered on the school campus meet or exceed the USDA Smart Snacks in School standards including those provided at celebrations and parties and classroom snacks brought by staff or family members. Non-food celebrations will be promoted and a list of ideas is available, except when culturally relevant food is an essential consideration for a cultural celebration.</del></p>	<p>Defines what foods can be offered outside of meals (breakfast and lunch)</p> <p>MDE recommends Wellness Policy contains nutrition guidelines for all foods and beverages for sale on the school campus during the school day that are consistent with Federal regulations for Smart Snacks in School nutrition standards.</p> <p>MDE recommends Wellness Policy contains guidelines for other foods and beverages available (not sold) on the school campus during the school day (e.g. in classroom parties, classroom snacks brought by parents, or other foods given as incentives)</p>
<p>III. C.2. All foods or beverages sold to students during the school day, including in vending machines and fundraisers, must meet USDA Smart Snacks in School regulations.</p>	175
<p>IV. A. The District will provide physical education classes that strive to meet the national standards of the Society of Health and Physical Educators (SHAPE) and District priority benchmarks, and ensure students are physically active for at least 50% of every physical education class period.</p>	<p>Defines Physical Education practices</p>

# Policy 533.00 Wellness

## Cont. - new language are we proposing to add

Item	Rationale
IV. H. Schools are encouraged to promote and support active transport to schools including participating in Safe Routes to Schools programming and activities. Schools are to provide active transportation safety education as required by state law.	SRTS is legislatively required
V. A. Students will have access to health education that should include grade level appropriate nutrition education, <del>and</del> health literacy, <del>and the skills necessary to promote and protect their health.</del>	Slight revision to promote student self-advocacy
V. C. Schools should engage students in a variety of health promotion activities (that include skill building, which may include menu planning, food preparation, and label reading that are enjoyable, culturally relevant, and includes participatory activities, such as contests, promotions, taste testing, and field trips. Teachers shall integrate nutrition education into other classroom subjects, such as math, science, language arts, social studies, and elective subjects.	More comprehensive, inclusive language
IX. B. Nutrition Services staff will be offered annual training in accordance with USDA Professional Standards.	Self explanatory

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# Policy 533.00 Wellness

Cont. - **new** language are we proposing to **add**

Item	Rationale
<p><b>X. POLICY MONITORING AND RECORDKEEPING</b></p> <p>A. Triennial Assessment</p> <ol style="list-style-type: none"><li>1. The District Wellness Team will evaluate compliance with the wellness policy, no less than once every three years. It will assess implementation of the policy and progress made in attainment of its goals, in comparison to a model policy. This process is also open to interested stakeholders.</li><li>2. The most recent triennial assessment will be kept on file.</li></ol> <p>B. Recordkeeping</p> <p>The district will retain records to document compliance with the requirements of the wellness policy. Records to be retained include, but are not limited to the district's written wellness policy, and documentation of the triennial assessment process.</p>	<p>Defines assessment and recordkeeping requirements, per MDE guidelines</p>

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# Policy 533.00 Wellness

## Monitoring:

- [MDE](#) has their Wellness recommendations outlined
  - [School Wellness Works! Toolkit](#)
  - [Triennial Assessment Report Template](#)
  - [Action Plan Template - School Wellness Policies](#)
  - [Local Wellness Policy Checklist: Minnesota](#)
    - [Local Wellness Policies: USDA](#)
- SPPS's last assessment was in 2022. Report is [HERE](#) and is publicly facing on our [Wellness Policy webpage](#).

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# Policy 533.00 Wellness

## Resources:

- [Health and Wellness Webpage](#)
  - [Rethinking Classroom Celebrations](#)
  - [Safe Routes to School](#)

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# Policy 533.00 Wellness

- Questions?
- 2nd Reading - March 19
- 3rd Reading and Vote - May 21

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## Thank you!



# DRAFT of Amended Policy 516.00

*Please note, when reviewing this document:*

- **BLUE** means added/new language
- **GREEN** means language that already existed in the current policy but is now in a different location within the document. If language is green and striked out, it means it is showing up somewhere else in the document.
- **Black striked out language** means we are proposing to remove it completely from the policy.

*Adopted: 8/10/1976*

*Saint Paul Public Schools*

*Policy 516.00*

*Revised: 2/1/1994; 6/17/2008, 4/23/2019, X/XX/2024*

## 516.00 STUDENTS: MEDICATIONS/ MEDICAL PROCEDURES

### ~~I.~~ **PURPOSE**

In order to remove health related barriers to learning, students may require medication and medical procedures that allow students access to education. Individual plans, including individual health plans, emergency care plans, Section 504 plans, and individualized education plans (IEPs) guide the care of students with health conditions and disabilities.

The following provisions shall be followed when administering medications or medical procedures to students at school.

1. The parent or guardian will notify the school nurse or designee when medication or a medical procedure are required during the school day.
2. Medications and medical procedures that must be administered during the school day shall be administered by the school nurse or by a designee of the school administrator whom the school nurse has trained and delegated the function of medication administration or provision of medical procedures.
  - a. Training and designation will be completed by the school nurse to Saint Paul Public School staff only.
3. Medications and medical procedures that can be administered to the student appropriately before or after school will be the responsibility of the parent(s) or guardian.
4. The parent or guardian will supply the medications to school in the original, labeled container and any necessary supplies for medical procedures. ~~The nurse or designee will administer the medication according to the label.~~
  - a. All medications and supplies will be secured in the school

health office unless the school nurse determines alternate appropriate arrangements.

- ~~5. The parent or guardian will notify the school nurse or designee when medication must be administered during the school day.~~
  - ~~a. For medication needed at school for a period of two weeks or longer, a written order signed by a prescribing health professional and the custodial parent or guardian is required. Such orders shall be renewed annually and whenever medication, dosage, or administration changes.~~
  - ~~b. For medication needed at school for a period of less than two weeks, a written request for administration signed by the custodial parent or guardian is required.~~
6. The nurse or designee will administer medication or medical procedures according to the prescribed orders, or according to the dosing label if no health care provider orders are required.
  - a. Authorizations from a prescribing health care provider and parent or guardian are valid for one year from signature date. New authorizations are required when changes to a medication or a medical procedure occurs.
  - b. To ensure safe and appropriate delivery of a medication or medical procedure, the nurse may request to receive further information from the parent, guardian, or health care provider, if needed, prior to administration.
  - c. Medications or medical procedures used at school in connection with services for which a minor may give effective consent are not governed by this policy.
7. For prescription medication or medical procedures needed at school:
  - a. If the prescription is intended for a total period of two weeks or longer, a written order signed by a prescribing health care provider and written authorization signed by the parent or guardian is required.
  - b. If the prescription is intended for a total period of less than two weeks, a written authorization signed by the parent or guardian is required. No health care provider signature is required. This does not apply to controlled substances.
  - c. A request from a parent or guardian for medication or medical procedure administration must be reduced to writing within two (2) days, provided the district may rely on an unsigned request until a written request is received. This does not apply to controlled substances.
  - d. "Controlled substances," as applied to the chemical abuse assessment of students, means a drug, substance, or immediate precursor in Schedules I through V of Minnesota Statutes section 152.02 and "marijuana" as defined in Minnesota Statutes section 152.01, subdivision 9 but not distilled spirits, wine, malt beverages, intoxicating liquors or

tobacco. As otherwise defined in this policy, “controlled substances” include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 United States Code section 812, including analogues and look-alike drugs.

- i. Controlled substances must be stored in a locked and secure location or be in the possession of a trained designee.
  - ii. Medical cannabis may not be administered or used in the school setting.
- e. A student may be allowed to self-administer and/or self-carry prescription medication or self-administer treatments needed at school with approval by the school nurse.
- i. A student’s privilege to self-carry and self-administer medication may be revoked if it is determined the student is abusing the privilege.
  - ii. Students may not self-carry or self-administer controlled substances.
  - iii. Students may not self-carry or self-administer any drug or product containing ephedrine or pseudoephedrine as its sole active ingredient or as one of its active ingredients.

8. For nonprescription medication needed at school:

- a. A written authorization signed by the parent or guardian is required. No health care provider order is required.
- b. A request from a parent or guardian for medication or medical procedure administration must be reduced to writing within 2 days, provided the district may rely on an unsigned request until a written request is received.
- c. Medication must be administered according to the dosing on the manufacturer’s label. If different dosing is needed, a prescription from a health care provider will be required.
- d. Schools and school staff may not distribute stock over-the-counter medications to students.
- e. A student may be allowed to self-administer and/or self-carry nonprescription medication or self-administer treatments needed at school with approval by ~~upon written recommendation of the prescribing health professional and custodial parent or guardian and consultation of the school nurse.~~
- i. A student’s privilege to self-carry and self-administer medication may be revoked if it is determined the

- student is abusing the privilege.
- ii. Only students in grades 6-12 may possess and use nonprescription pain relief medication in a manner consistent with the labeling if the school nurse has received a written authorization signed by the parent or guardian permitting the student to self-administer and self-carry the medication.
9. Medications and medical procedures that are required ~~that must be administered during an overnight field trip or outside of the school day~~ must be in the original, labeled container with a written request from a custodial parent or guardian. A written order signed by a prescribing health care provider is not required.
10. ~~A student may be allowed to self-administer and/or self-carry medication upon written recommendation of the prescribing health professional and custodial parent or guardian and consultation of the school nurse.~~
11. Medications are not governed by this policy if they:
- Are used off school grounds unless the student is attending a school-sponsored field trip,
  - Are used in connection with athletics or extracurricular activities, or
  - Are used in connection with activities before or after the school day.
- ~~12. A secondary student may possess and use nonprescription pain relief medication in a manner consistent with the labeling if the school nurse has received a written authorization from the custodial parent or guardian permitting the student to self-administer and self-carry the medication. Such authorizations must be renewed annually. A student's privilege to possess and use nonprescription pain relievers may be revoked if it is determined the student is abusing the privilege.~~
- ~~13. Medications and medical procedures that can be administered to the student appropriately before or after school will be the responsibility of the parent(s) or guardian.~~
- ~~14. Controlled substances prescribed to students must always be kept in a locked cabinet and shall never be carried by a student or self-administered.~~
15. A student may possess and apply a topical sunscreen product during the school day while on school property or at a school-sponsored event. Written authorization is not required. School personnel may, but are not required to, assist in applying sunscreen only to the student that provided it. Staff must assist in applying sunscreen if ordered by a prescribing medical provider.
16. Procedures are in place for the collection and transport of any

unclaimed or abandoned prescription drugs or medications remaining in the possession of school personnel.

17. ~~Stock~~ emergency medication for life-threatening conditions (i.e., epinephrine, naloxone) may be made available to students or other individuals for specific conditions following a protocol developed with a medical director or advanced practice registered nurse ~~will be provided to students when provided by the family and ordered by the student's health care provider, as part of the student's Emergency Care Plan. Emergency medication may also be made available to students for specific conditions following a protocol developed with a medical director or advanced practice registered nurse.~~

#### **LEGAL REFERENCES:**

Minn. Stats. §§ 121A.22 to 121A.222

#### **CROSS REFERENCES:**

Minnesota Guidelines for Medication Administration in Schools Revised June 2015, Division of Community and Family Health, Minnesota Department of Health.

Written in collaboration with:

Minnesota Board of Nursing

Minnesota Department of Education

Minnesota Department of Human Services

Student Health and Wellness documents

Components of Asthma Management in the School

Components of Diabetes Management in the School

Components of Anaphylaxis Management in the School

Components of ADHD Management in the School (Tara and Jennifer are updating)

Authorization for the Administration of Medication/Treatment H-25

Authorization for the Administration of Medication/Treatment Asthma,

Anaphylaxis, Diabetes, Seizure H-25 AADS

Self Carry/Self Administer Medication Agreement H-76

# DRAFT of Amended Policy 533.00

Adopted: 5/16/2006

Saint Paul Public Schools

Policy 533.00

Revised: 6/17/2008; 3/19/2013; 12/19/2017; ~~X/XX/2024~~

## 533.00

## WELLNESS

### PURPOSE

The purpose of this policy is to promote the health and wellness of students, families, and staff of Saint Paul Public Schools (the District) with a focus on healthy eating habits and increased physical activity. Health and academic success are closely linked. Healthy students and staff can better achieve our primary mission of education. The District embraces the principles of the Whole Child, Whole Community, Whole School from the Centers for Disease Control and Prevention (CDC), which form the structure of this policy.

### I. COORDINATED APPROACH

*Principle: Use a coordinated approach to develop, implement and evaluate policies and practices regarding healthy eating and physical activity.*

#### A. Implementation

The Superintendent will ensure implementation of the wellness policy districtwide.

Each building administrator is responsible for implementation of the policy at that site.

#### ~~(B. Site Wellness Team~~

~~Each building administrator/principal will establish a Site Wellness Team, consisting of staff, parents/guardians, students, and members of the community that meet and are recognized as a standing committee. Each Site Wellness Team will:~~

- ~~1. Develop an annual action plan that supports the implementation of this policy;~~
- ~~2. Evaluate the implementation of the plan, and~~
- ~~3. Incorporate wellness policy implementation within site or department plans.)~~

#### B. District Wellness Team

The District Wellness Team will support monitoring and evaluation of the policy, with representation from staff working in the areas of: nutrition services, student health and wellness, human resources, health education, physical education, and other areas as appropriate; students and parents/guardians; and community members. ~~Representation from Site Wellness Teams is encouraged.~~ The District Wellness Team will provide data/information regarding implementation of the policy annually to the Superintendent (or designee) and/or the Board of Education. [This information, and any updates to the policy will be made available to the public.](#)

### II. HEALTHY SCHOOL ENVIRONMENTS

*Principle: Establish school environments that support healthy eating and physical activity.*

- A. Staff will not use exercise or physical activity, or any restrictions on them, as a

consequence for negative student behaviors or academic status.

- A. ~~Staff will use non-food items as rewards for academic performance or good behavior for individuals or classrooms. Staff will not use food as a reward or punishment for academic performance or good behavior for individuals or classrooms.~~
- B. All students will have access to breakfast and lunch at school every day. During mealtimes, the District will discourage other activities, unless students may eat during such activities.
- C. ~~Celebrations: Classroom teachers will allow no more than one celebration per month that involves food or beverages.~~
- C. Sites are encouraged to develop physical activity opportunities before, during, and after school.
- D. Students at the elementary level will participate in frequent, active recess. **Recess and/or movement breaks are is also encouraged at the middle school level.**
- G. ~~Schools will offer safe and developmentally appropriate fitness equipment and activity areas for students.~~
- E. Fundraising, marketing, or advertising activities will not conflict with messages supporting healthy eating and physical activity. As such, sites will limit food and beverage marketing to the promotion of foods and beverages that meet U.S. Department of Agriculture (USDA) nutrition standards.
- F. ~~For the safety and health of students with disabilities and health conditions, including food allergies, the District will make reasonable accommodations in the school environment, according to a student's individual plan.~~

### III. QUALITY OF FOOD AND BEVERAGES SERVED AND SOLD

*Principle: **Encourage and support healthy eating and** provide a quality school meal program, and ensure that students have only appealing healthy food and beverages choices offered outside of school meal program.*

- A. ~~For the purposes of this section, the school day is defined as the period from a half hour before school starts until after the school bell rings at the end of the school day.~~
- B. ~~The district will inform families of the free/reduced price lunch program, and provide all families with applications for the program.~~
- A. Drinking water will be available at no charge and accessible in all cafeterias during lunch service, as required by USDA.
- B. Meals Provided During the School Day
  - ~~1. To protect the privacy of all students, including those who are eligible for free or reduced priced meals, all cafeteria registers will be cashless. Instead, students will use a personal identification number (PIN) when purchasing food~~
  - 1. The Minnesota Free School Meals bill introduced reimbursement for a free breakfast and lunch to students who receive meals through their school's participation in the National School Lunch Program (NSLP) and the School Breakfast Program (SBP). Schools that participate in NSLP must now participate in the state funded Free School Meals Program.
  - 2. All students must be correctly listed on meal eligibility rosters according to their actual federal school meal eligibility status: free, reduced price, or paid. In addition, meals served to students must be claimed in the student's correct federal eligibility category to receive correct federal and state reimbursements.
  - 3. ~~Foods and beverages sold at school during the school day will meet the standards defined by the District Wellness Team, which will meet or exceed the USDA standards. The district will share the nutritional contents of meals~~



~~with students and families.~~ All school meals served will meet or exceed current nutrition requirements established under the Healthy Hunger-free Kids Act of 2010.

4. Information about students certified eligible for free and reduced-price school meals is covered by confidentiality restrictions administered by the U.S. Department of Agriculture. ~~The District will make reasonable accommodations for the special dietary needs of students in the school meal programs.~~
5. Students are required to stay on school grounds during lunch periods.
5. ~~School schedules should allow for adequate seat time for lunch periods. Schools are also encouraged to schedule recess prior to lunch.~~
6. ~~Students will be provided a clean and supervised environment to eat during meal periods.~~

C. Other Food Offered During the School Day

1. ~~Schools will assess if and when to allow snacks based on timing of school meals, children's nutritional needs, children's ages, and other considerations.~~
1. Non-USDA snacks served during the school day or in after-school care or enrichment programs will make a positive contribution to children's diets and health. The district encourages foods offered on the school campus meet or exceed the USDA Smart Snacks in School standards including those provided at celebrations and parties and classroom snacks brought by staff or family members. Non-food celebrations will be promoted and a list of ideas is available, except when culturally relevant food is an essential consideration for a cultural celebration.
2. All foods or beverages sold to students during the school day, including in vending machines and fundraisers, must meet USDA Smart Snacks in School regulations.

~~D. Food Sold Outside the School Day~~

1. ~~All food and beverages sold through student-accessible vending machines and school stores will meet the District Wellness Team guidelines.~~
2. ~~The District will pursue healthy food and beverage options for concessions sold at extracurricular events, with implementation determined by the Superintendent.~~

#### IV. PHYSICAL ACTIVITY AND EDUCATION

*Principle: Implement a comprehensive physical activity program with quality physical education as a cornerstone.*

- ~~A. Students will have access to physical education class and/or fitness-oriented activities regardless of behavioral or academic status.~~
- A. The District will provide physical education classes that strive to meet the national standards of the Society of Health and Physical Educators (SHAPE) and District priority benchmarks, and ensure students are physically active for at least 50% of every physical education class period.
- ~~C. The District will hire physical education teachers only if they are certified and licensed instructors.~~
- ~~D. Waivers, exemptions, or substitutions for physical education classes are not allowed at the high school level, and strongly discouraged at the middle school level.~~
- ~~E. Schools' wellness plans must include a physical activity component.~~
- ~~F. The District will include in its portfolio of professional development opportunities,~~



~~courses focused on integrating physical activity in the classroom.~~

- G. Schools are encouraged to provide physical activity breaks for students throughout the school day. School staff are encouraged to participate in physical activity and well-being opportunities as well.
- H. Schools are encouraged to promote and support active transport to schools including participating in Safe Routes to Schools [programming](#) and activities. [Schools are to provide active transportation safety education as required by state law, providing bicycle and walking safety programs, and using crossing guards.](#)
- I. ~~The indoor and outdoor physical activity facilities and spaces will be open to the community outside of school hours. District permitting requirements must be followed.~~

## V. HEALTH EDUCATION AND PROMOTION

*Principle: Implement health education that provides students with the knowledge, attitudes, skills and experiences needed for healthy eating, [mental well-being](#), and physical activity.*

- A. Students will have access to health education that should include grade level appropriate nutrition education, ~~and~~ health literacy, [and the skills necessary to promote and protect their health, which may include behavioral health, sleep, and accessing health services, regardless of behavioral or academic status.](#)
- B. The District will provide health education classes that strive to meet the national standards of the Society of Health and Physical Educators (SHAPE) and District priority benchmarks.
- C. Schools should engage students in a variety of health promotion activities (that include skill building, which may include menu planning, food preparation, and label reading [that are enjoyable, culturally relevant, and includes participatory activities, such as contests, promotions, taste testing, and field trips.](#) Teachers shall [integrate nutrition education into other classroom subjects, such as math, science, language arts, social studies, and elective subjects.](#)

## VI. CONNECTIONS AND REFERRALS

*Principle: Connect students to health, mental health and social services to address healthy eating, physical activity and chronic disease prevention.*

The District will partner with community agencies to assist students and their families to access available health, oral health, mental health, and social services to address healthy eating, physical activity, and related chronic disease prevention.

## VII. FAMILY AND COMMUNITY HEALTH

*Principle: Partner with family and community members in the development of healthy eating and physical activity policies, practices and programs.*

- A. ~~The District will partner with parents/guardians and community members to support parents/guardians' efforts to provide a healthy diet and daily physical activity for their children.~~
- B. ~~The District encourages parents/guardians who pack lunches and snacks to refrain from including foods and beverages without nutritional value.~~
- C. ~~School staff will communicate with parents/guardians to convey to students the potential health risks of sharing food or beverages, including to individuals with life-threatening allergies.~~
- A. Schools are encouraged to plan family wellness activities.
- E. ~~The District recognizes that some students have chronic health conditions that are~~

~~impacted by food and physical activity, particularly life-threatening food allergies, asthma and diabetes. The District works with students, their families and health care providers to put plans in place to safely manage their condition.~~

- B. The District will continue to invite input from families and community members in development of menus, activities, and physical education programs, considering cultural restrictions and preferences.

#### **~~VIII. EMPLOYEE WELLNESS~~**

~~*Principle: Provide an employee wellness program that supports healthy eating and physical activity of all employees.*~~

~~The District will offer or partner to offer staff wellness programs, which may include workshops and presentations on health promotion, education and resources that will enhance morale, encourage healthy lifestyles, prevent injury, reduce chronic diseases, and foster exceptional role modeling. In particular, the District will partner to provide incentives for sites that implement healthier practices, including adopting standards for foods and beverages sold to employees.~~

#### **IX. PROFESSIONAL DEVELOPMENT AND CAPACITY BUILDING**

*Principle: Employ qualified persons, and provide professional development opportunities for physical education, health education, nutrition services, and health, mental health, and social services staff members as well as adults who supervise recess, cafeteria time and out of school time programs.*

- A. The District will provide school district personnel with access to professional development to promote good health and steps to change or improve health.
- B. Nutrition Services staff will be offered annual training in accordance with USDA Professional Standards.

#### **X. POLICY MONITORING AND RECORDKEEPING**

##### **A. Triennial Assessment**

1. The District Wellness Team will evaluate compliance with the wellness policy, no less than once every three years. It will assess implementation of the policy and progress made in attainment of its goals, in comparison to a model policy. This process is also open to interested stakeholders.
2. The most recent triennial assessment will be kept on file.

##### **B. Recordkeeping**

The district will retain records to document compliance with the requirements of the wellness policy. Records to be retained include, but are not limited to the district's written wellness policy, and documentation of the triennial assessment process.

#### **XI. EXEMPTIONS**

Exemptions from this policy may be granted by the Board of Education upon recommendation of the Superintendent based upon the best interests of the District.

#### **LEGAL REFERENCES**

**Minn. Stat. § 121A.215 (Local School District Wellness Policy; Website)**

**Minn. Stat. § \_\_\_\_\_ (Chapter 68–H.F.No. 2887)**

**Minn. Stat. § \_\_\_\_\_ (H.F.No.271)**

29 U.S.C. § 794 (Section 504 of Rehabilitation Act of 1973, as Amended)

42 U.S.C. § 1751 et seq. (Richard B. Russell National School Lunch Act)

42 U.S.C. § 1771 et seq. (Child Nutrition Act of 1966)

**42 U.S.C §1758b (Local Wellness Policy)**

~~42 U.S.C. § 12101 et seq. (Americans with Disabilities Act of 1990, as Amended) P.L. 108-265 (2004) § 204 (Local Wellness Policy)~~

7 U.S.C. § 5341 (Establishment of Dietary Guidelines)

7 C.F.R. § 210.10 (School Lunch Program Regulations)

7 C.F.R. § 220.8 (School Breakfast Program Regulations)

**CROSS REFERENCES**

Policy 414.00 – Tobacco Free Environment

Policy 504.00 – Drug Free Schools

Policy 505.00 – Bullying Prohibition

Policy 602.00 – Curriculum, Development, and Accountability

Policy 716.00 – Advertising in the Schools

**GUIDELINES/STANDARDS**

American Association for Health Education (AAHE)

Coordinated School Health Programs: Improving the Health of Our Nation's Youth—At A Glance 2011, Atlanta: CDC; 2011

Society of Health and Physical Educators (SHAPE)

United States Department of Agriculture (USDA)

USDA Smart Snacks in School regulations



# Math Update

February, 20 2024

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# Culturally Responsive Curriculum

Both elementary and secondary curriculums are designed to **empower** students while **building** their conceptual understanding of math. **Promote** students' voice and choice, interdependence and self-confidence.

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# HMH and Savvas Implementation Timeline

Year

1

## Exploration

### Teachers:

- Gain fluency with materials and data platform
- Create routines in classroom
- Communicate out to families
- Implement Scope and Sequence

Year

2

## In Progress Implementation

### Teacher:

- Increase Waggle and SuccessMaker Users
- Implement Integrated Math II

Year

3

## Full Implementation

### Teacher:

- Maintain implementation
- Implement Integrated III

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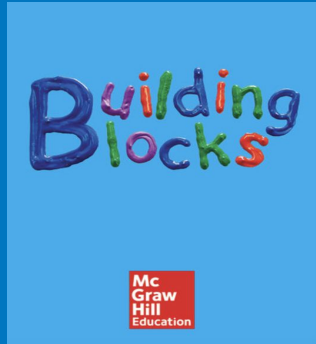
Saint Paul  
PUBLIC SCHOOLS

# District K-12 Math Systems of Support

District K-12 Math System of Supports	K	1	2	3	4	5	6	7	8	9	10	11	12
<b>Assessment System</b> Reflect and inform	HMH Growth Measure Assessment Module Assessments MCAs						SAVVAS Mathematics Screener and Diagnostic+Growth Unit Assessments MCAs			FAST Optional (Universal Screening) Unit Assessments MCAs			
<b>Tier 1 Core Instruction</b> <ul style="list-style-type: none"> <li>High-quality, evidence-based instruction for all students that is aligned with <b>grade-level standards</b></li> </ul>	HMH Into Math/¡Arriba las Matemáticas!						SAVVAS enVision			SAVVAS enVision			



# Elementary



**McGraw Hill Building Blocks**  
**Houghton Mifflin Harcourt (HMH)**  
**Into Math/¡Arriba las Matemáticas!**



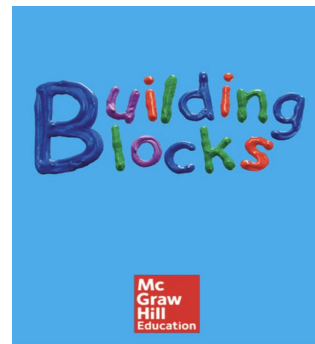
# Early Childhood Math Update

Early Childhood Family Education, Early Childhood Special Education,  
Pre-Kindergarten Adoption

McGraw Hill, *Building Blocks*

Professional Learning - January 26, 2024

Implementation Fall of 2024



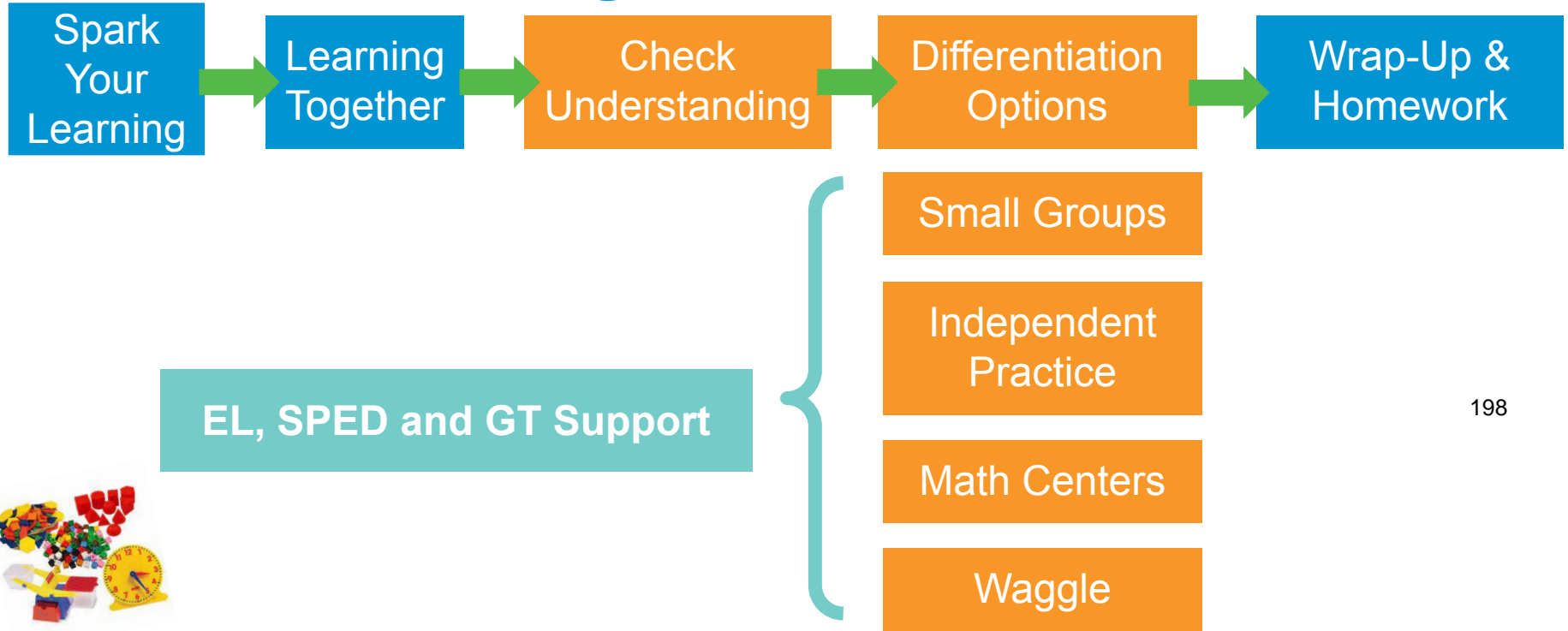
197

NOTE: Materials will be in English, Spanish, French and Hmong



# HMH Into Math/¡Arriba las Matemáticas!

## Program Structure



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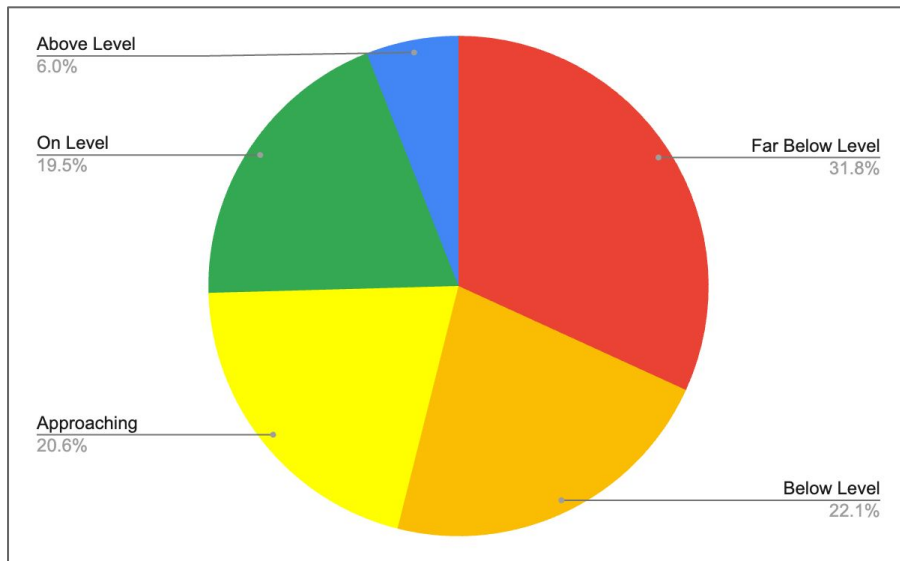
# K-5 Culturally Responsive Curriculum Examples

- **Planning and Pacing Guide:** Provides relevant publications on equity, SEL for teachers to make cultural considerations when planning and teaching
- Supports teachers in **honoring home languages and ways of communicating:** Giving blank spaces with each entry so students can make graphic organizers, drawings or notes.
- **Learning Tasks:** options to show understanding through the use of manipulatives, pictures, algorithms, discourse and descriptions to explain<sup>199</sup> thinking.
- **Talk Move Strategies:** structure conversations and encourage students to share understandings in respectful ways



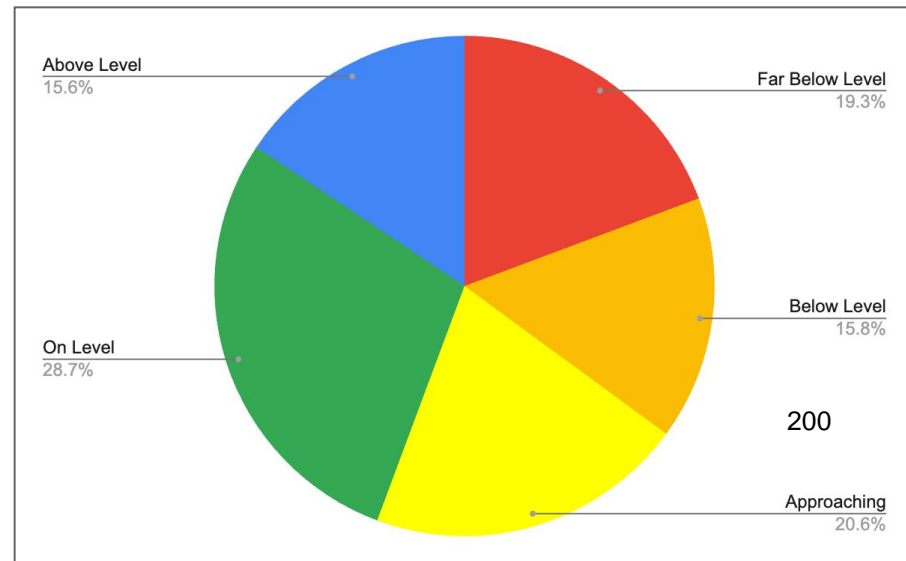
# K-5 HMH Growth Measure - District Level

## Beginning of Year (BOY)



Far Below Level	Below Level	Approaching	On Level	Above Level
31.82%	22.10%	20.64%	19.46%	5.98%

## Middle of Year (MOY)



Far Below Level	Below Level	Approaching	On Level	Above Level
19.30%	15.75%	20.62%	28.68%	15.65%



# Growth Measure Matched Tests

## Beginning of Year (BOY)-Middle of Year (MOY)



# Additional Assessments

Assessment	What is measures	Ways to administer
Are You Ready?	Prerequisite module diagnostic	Digital or paper pencil
Check Understanding	Checks understanding of lesson	Digital or paper pencil
Module Assessment	End of module comprehensive	Digital or paper pencil (2 forms available)

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# K-5 Professional Learning and Support

## K-12 Implementation Coordinator K-5 Implementation TOSA's K-12 Math Coordinator

<b>2023 Summer Supports</b>	526 teachers attended optional HMH summer PD	SPPS Scope and Sequence aligned to standards	3 hour opening week session
<b>School Year Supports</b>	22 Math JEPD sessions September District PD day	6 HMH coaching sessions with Learning Leads	School Year optional PD  203
<b>Upcoming Supports</b>	Summer 2024 optional PD	Teacher feedback	New standards implemented in 2026



# 2

SAVVAS  
LEARNING COMPANY

enVision®

204





District 6-12 Math System of Supports							6	7	8	9	10	11	12
<b>Assessment System</b> Reflect and inform							SAVVAS Mathematics Screener and Diagnostic+Growth Unit Assessments MCAs			FAST Optional (Universal Screening) Unit Assessments MCAs			
<b>Tier 1 Core Instruction</b> <ul style="list-style-type: none"> <li><b>High-quality, evidence-based</b> instruction for all students that is aligned with <b>grade-level standards</b></li> </ul>							SAVVAS enVision			SAVVAS enVision			



# Instructional Model Grades 6-8

STEP

1

## Problem-Based Learning

Opens each lesson with a rich problem for students to discuss and share solution strategies.

**Problem-based learning is an educational approach in which complex problems serve as the context and the stimulus for learning.** Teachers may incorporate the use of physical or digital manipulatives as appropriate.

STEP

2

## Visual Learning

Visual learning **bridges thinking** from problem-based learning tasks to the lesson.

Students apply learning on intentionally sequenced exercises (Understand, Practice, Apply and Assessment Practice)

STEP

3

## Assess & Differentiate

A variety of engaging differentiation options in each lesson encourage and challenge students of all learning levels.

**Teachers use data from the Lesson Quiz to prescribe intervention, on-level or advanced differentiation.**

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# Instructional Model Grades 9-11

STEP  
1

Explore  
Problem-Based  
Launch

Students work independently, then come together in small groups to **discuss strategies and extend thinking**. Focus on process, not answers.

STEP  
2

Understand & Apply

Series of **visual examples** that promote understanding followed by quick formative assessment called, “**Try It!**”

**Guided Practice**

“Do you understand?” &  
“Do you know how?”

STEP  
3

Practice & Problem  
Solving

Students apply learning on intentionally sequenced exercises (Understand, Practice, Apply and Assessment Practice)

STEP  
4

Assess &  
Differentiate

Lesson Quiz as formative assessment to determine differentiation needs.

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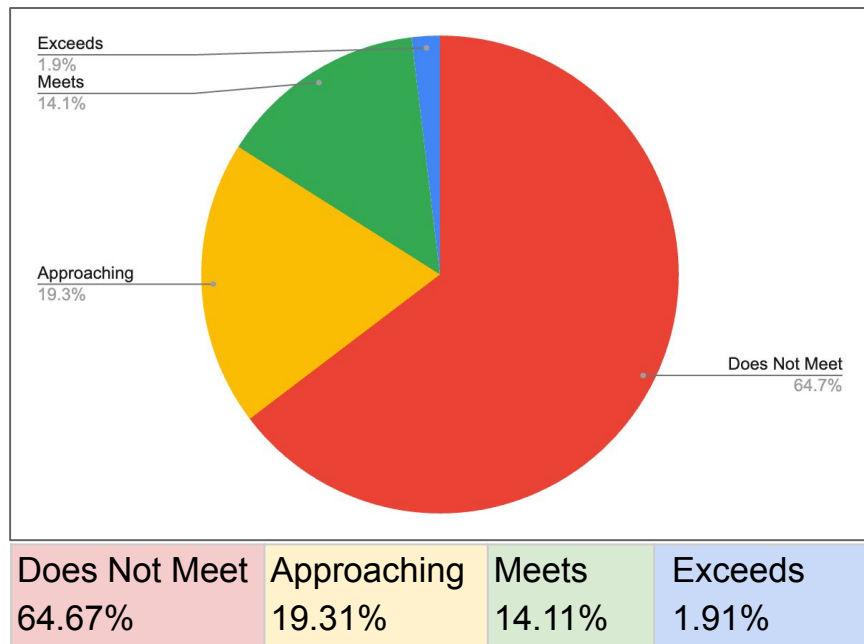
# 6-12 Culturally Responsive Curriculum Examples

- **Problem-based learning** promotes collaboration and engagement through students sharing unique perspectives and bringing their cultural experiences into the discussions.
- **3-Act Mathematical Modeling lessons** make learning contextual. Students can choose the strategy to solve a problem, leveraging student voice and cultural capital.
- **STEM Projects** explore real-world social, economic & environmental issues
- **Language Support Handbook** helps teachers support cultural and linguistic<sup>208</sup> needs.
- **Activities allow students to respond in multiple modalities:** reading, writing, listening, speaking and representing.

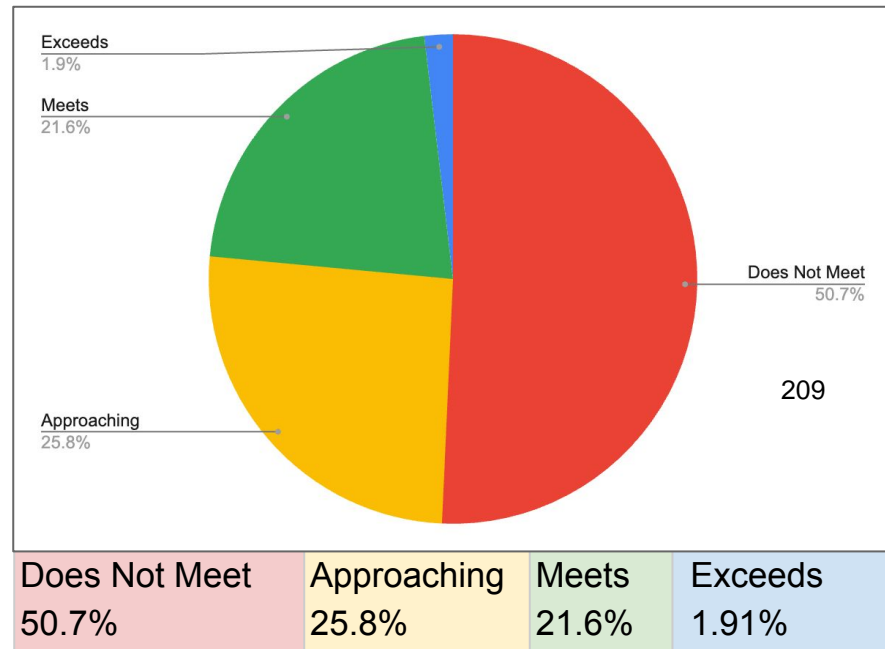


# 6-8 SAVVAS enVision Mathematics Screener and Diagnostic Data - District Level

## Beginning of Year (BOY)



## Middle of Year (MOY)



# District-Wide MSDA Growth by Grade/Course

Color Key:

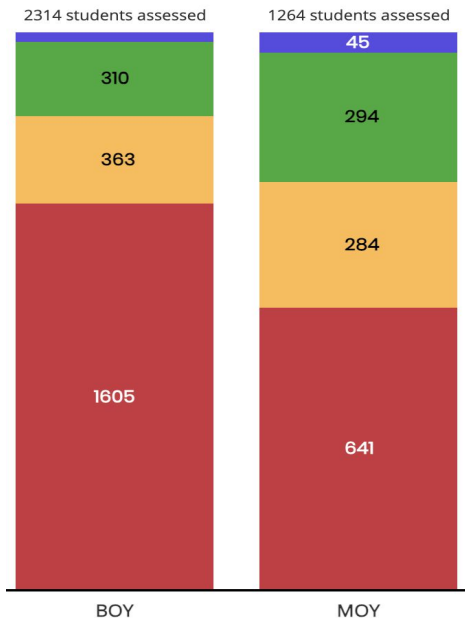
Exceeds

Meets

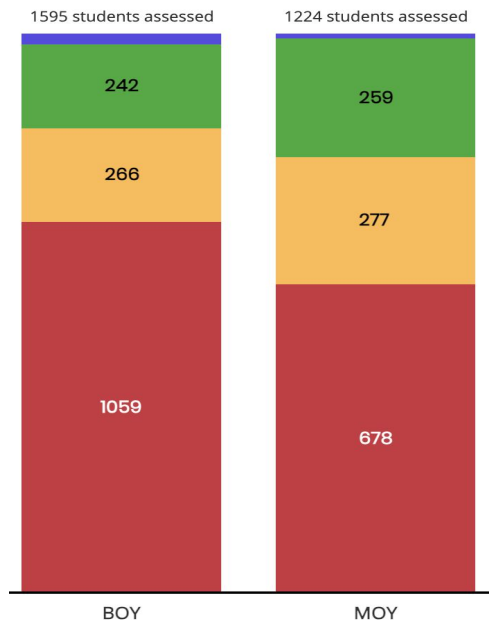
Approaching

Do Not Meet

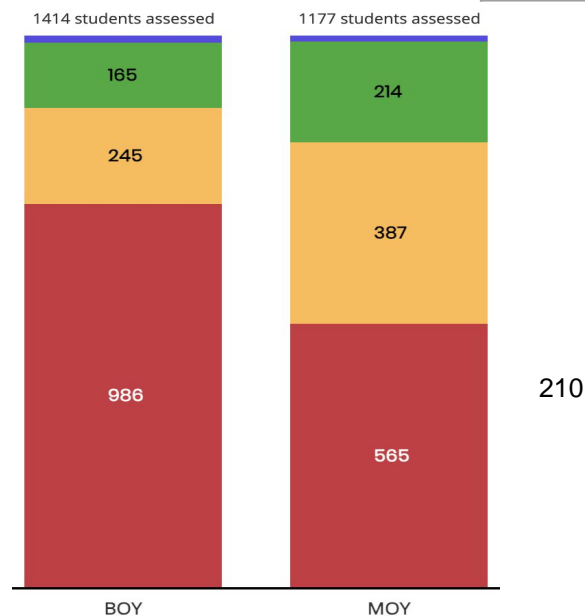
## Math 6



## Pre-Algebra



## Algebra or Higher



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# 6-11 Professional Learning and Support

## K-12 Implementation Coordinator K-12 Math Coordinator Middle School and High School Specialists

### 2023 Summer Supports

- 181 teachers attended program activations
- SPPS Scope and Sequence aligned to standards
- 4 hour opening week session

### School Year Supports

- September District PD day
- January/February full day PD
- Optional SuccessMaker PD

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### Upcoming Supports

- Reviewing/updating Scope & Sequence
- Teacher feedback
- New standards implemented in 2026





# Questions?



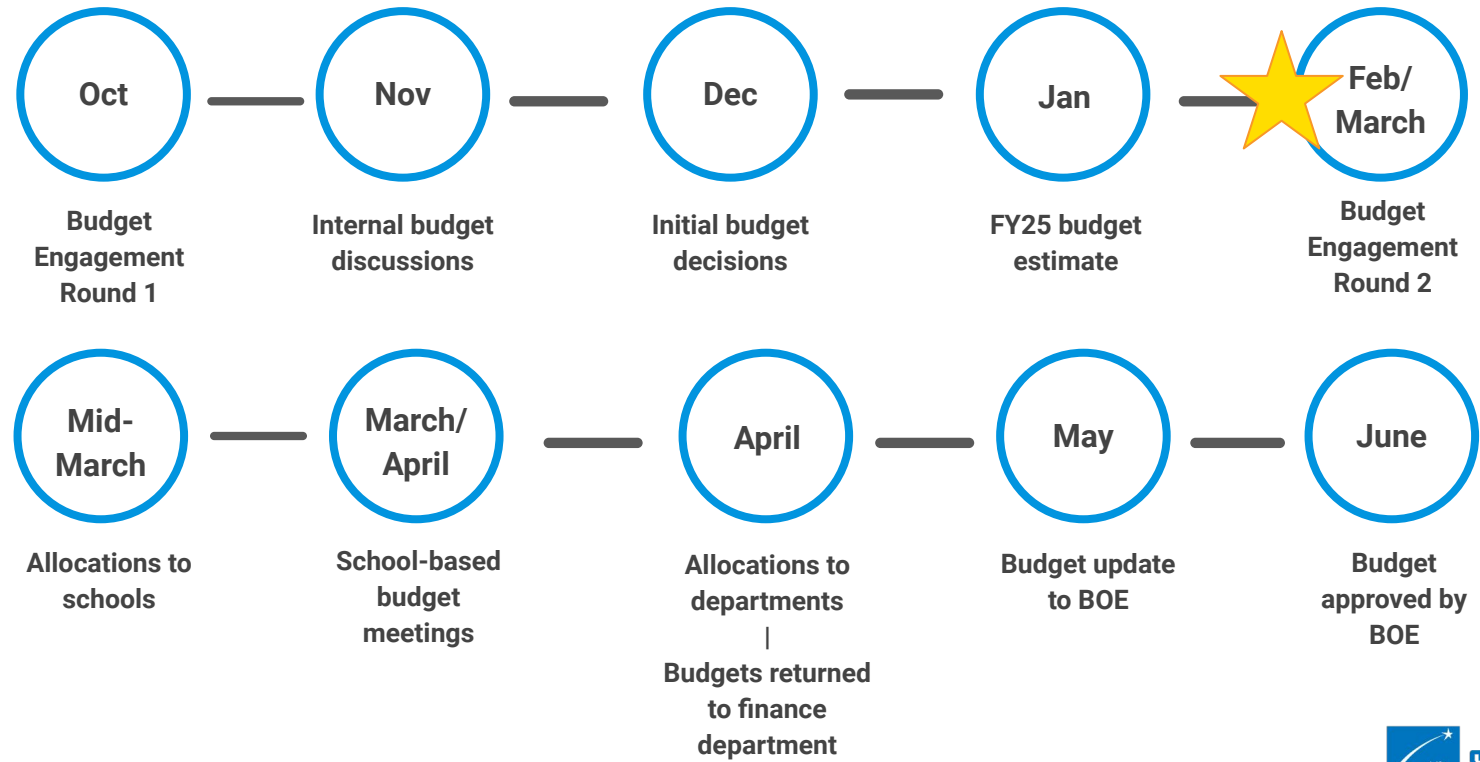


**Saint Paul**  
PUBLIC SCHOOLS

# FY25 Budget Update

Board of Education  
February 20, 2024

# FY25 Budget Updated Timeline



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# Budget Priorities

## Our FY25 Budget Priorities

Based on what we heard from 10,000+ stakeholders through this year's community engagement, **two values** rose to the top as the most important:

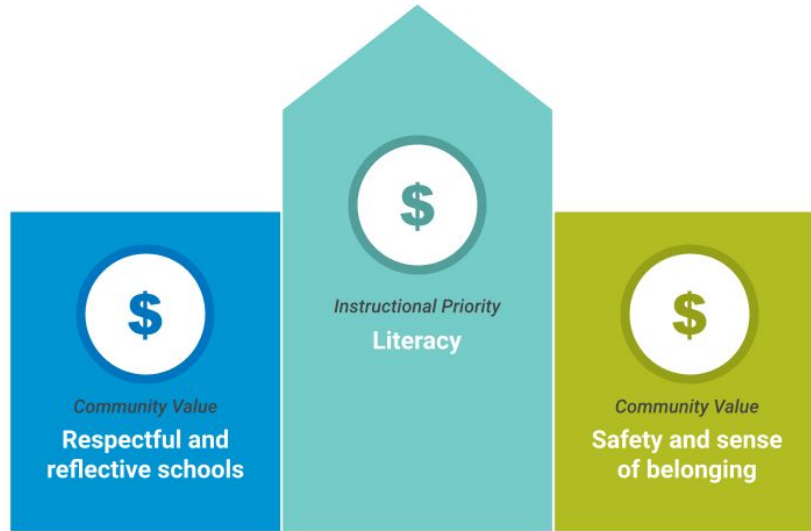
- 1) increasing our school communities' sense of **belonging and feeling of safety**
- 2) ensuring students are **respected and reflected** in their curriculum and classrooms

In addition, SPPS has identified **one instructional priority** for the FY25 budget: **Literacy**. Ensuring that all students can read is the foundation of success in school and in life. If a student struggles to read, they will also struggle to learn math, science, social studies, or acquire the skills and knowledge they need to succeed after high school.

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# Budget Priorities

The three budget priorities – **safety and belonging**, **respectful and reflective schools** and **literacy** – will drive decisions that impact the FY25 budget. It is important to remember that SPPS is planning for a budget shortfall of approximately \$107.5 million. In addition, there are many required expenses that fall outside of these three priorities and must be funded using available resources.



Saint Paul Public Schools FY25 Budget Priorities

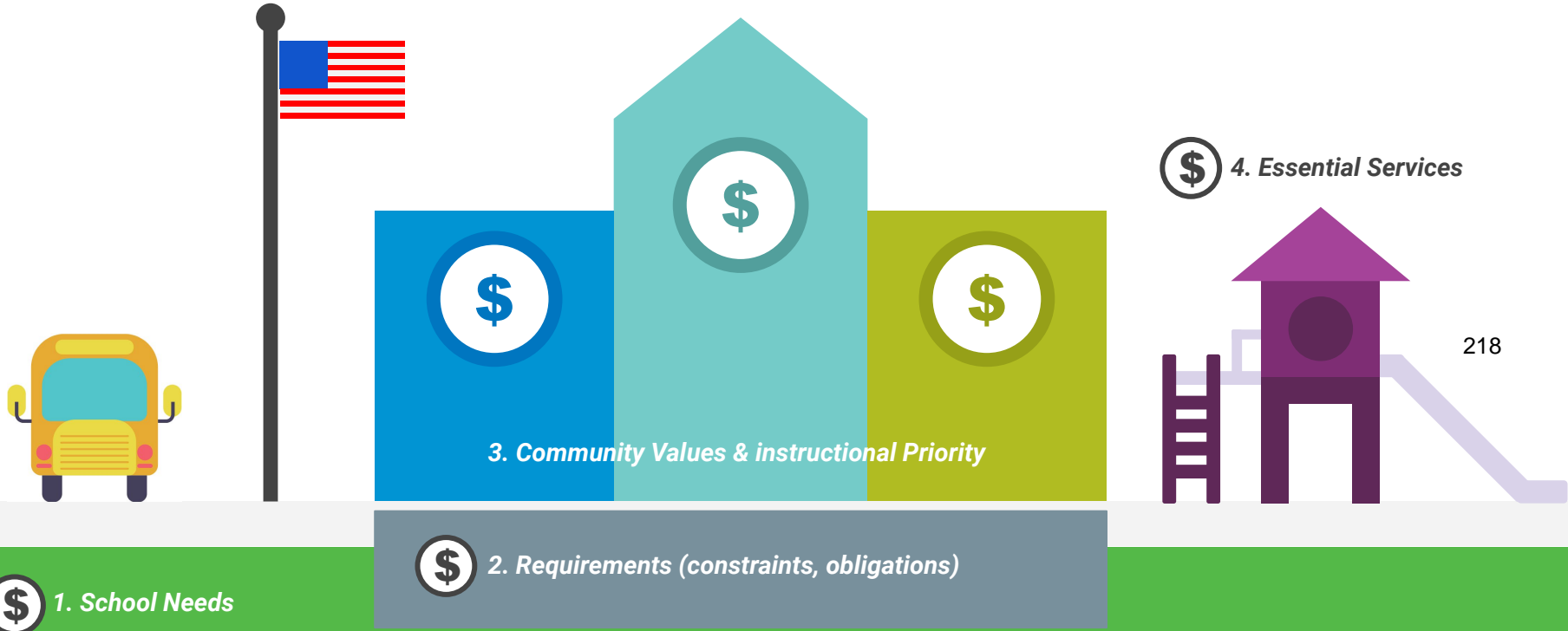
216

# Updated FY25 Reduction Target:

Original Target as of September 2023	-\$150,300,000	FY 25 Shortfall Running Total
FY 24 New Rev	\$4,221,419	-\$146,078,58
FY 24 UI Savings	\$5,072,308	-\$141,006,273
Reduce ARP One-time expense in FY 25	\$25,000,000	-\$116,006,273
Additional State Aid in FY 25 (This includes formula allowance offset by slight decrease in enrollment	\$2,000,000	-\$114,006,273
Additional FY 25 Compensatory Aid	\$6,552,794	<b>-\$107,453,479</b>

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# Fiscal Year 2025 Budget Framework



# Initial Decisions: Budget Priorities to Sustain

## Rationale for sustaining an SPPS program (aka “commitment”):

- Aligned to budget priority
- Has demonstrated impact or effectiveness
- Current grant that extends beyond FY24

## What it means to sustain a commitment:

- The commitment will continue in its current form, **to the extent practicable**, in FY25<sup>219</sup>
- Sustaining a commitment is not the same as maintaining FTEs
- Staffing and budget will be allocated to support the work moving forward

# Initial Decisions: Budget Priorities to Sustain

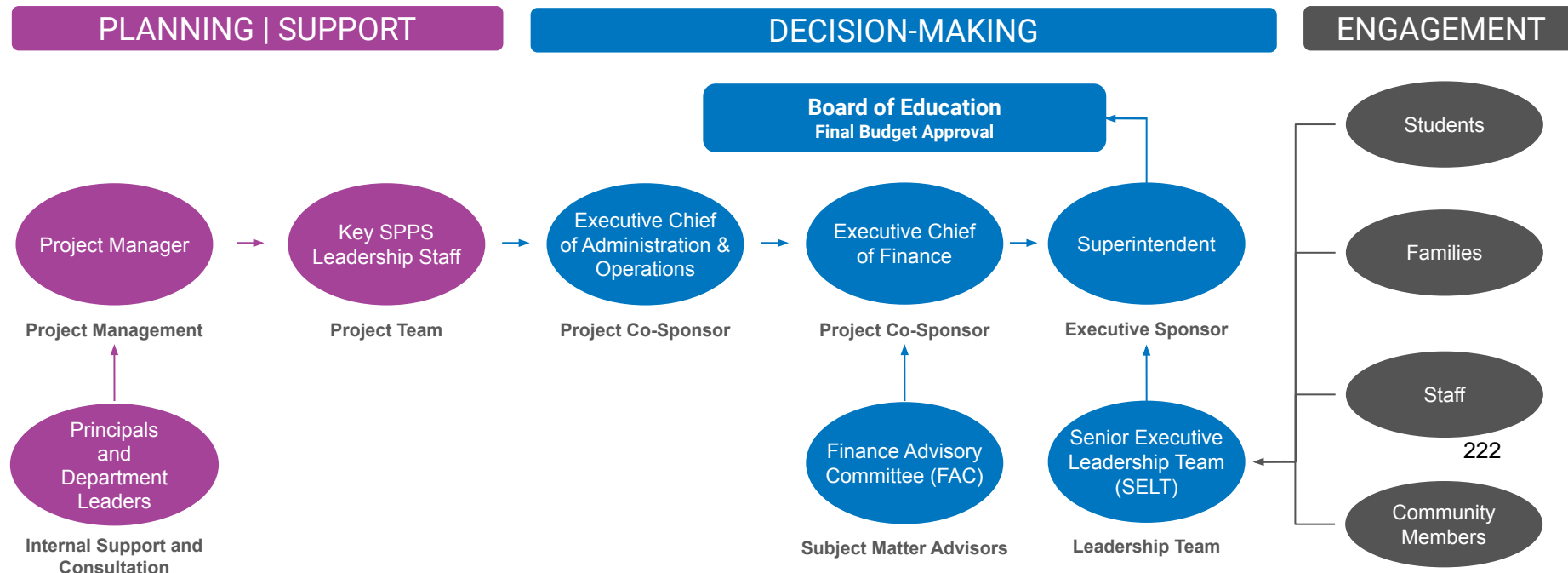
## Things to Know:

- This list is not exhaustive
- This list is not final
- This list is likely to change
- This list does not include every program in every building
- This list does not include school-specific programs or partnerships
- This list includes programs that are currently funded by the general fund, ARP, grants, Title and other sources <sup>220</sup>



Respectful and Reflective Schools (Community Value)		Literacy (Instructional Priority)		Safety and Sense of Belonging (Community Value)	
<ul style="list-style-type: none"> <li>• 3M Advanced Training Center</li> <li>• Advanced Placement (AP)</li> <li>• American Indian Summer Program</li> <li>• Bdote Field Trips</li> <li>• Belwin Outdoor Science</li> <li>• Bilingual Seals</li> <li>• Career Pathways</li> <li>• Concurrent Enrollment</li> <li>• Como Planetarium</li> <li>• Districtwide Virtual Courses</li> <li>• History Day</li> <li>• Hmong Curriculum</li> <li>• Cross-District Collaboration</li> </ul>	<ul style="list-style-type: none"> <li>• Honors Arts and Music Events</li> <li>• Indigenous World Language Program</li> <li>• International Baccalaureate (IB)</li> <li>• Project Lead the Way (PLTW)</li> <li>• Post Secondary Education Options (PSEO) by Contract</li> <li>• Select Field Trips</li> <li>• Select Partnerships</li> </ul>	<ul style="list-style-type: none"> <li>• 1:1 iPad Digital Learning Environment</li> <li>• 9th Grade Support Class</li> <li>• Alternative Delivery of Specialized Instructional Services (ADSIS)</li> <li>• Advancement Via Individual Determination (AVID)</li> <li>• Digital Tools</li> </ul>	<ul style="list-style-type: none"> <li>• Dual Language Immersion Programs</li> <li>• Equitable Grading Practices</li> <li>• Freedom Schools</li> <li>• Middle School Model (including Foundations)</li> <li>• SIPPS Literacy Intervention</li> <li>• What I Need Now (WINN) Literacy</li> <li>• Select Partnerships</li> </ul>	<ul style="list-style-type: none"> <li>• 25-Year Employee Recognition Event</li> <li>• Additional Social Workers &amp; Counselors</li> <li>• Parent Advisory Councils (PACs)</li> <li>• Check and Connect</li> <li>• Chemical Use Prevention Grant</li> <li>• Extended Day Learning (EDL)</li> <li>• Instrumental Music</li> <li>• Fostering Connections</li> <li>• Gay Straight Alliance (GSA) Clubs</li> <li>• High School Advisory</li> <li>• Language Line</li> </ul>	<ul style="list-style-type: none"> <li>• Present Teacher Restoration</li> <li>• Project REACH</li> <li>• Racial Equity Professional Development</li> <li>• School Attendance Matters</li> <li>• Staff Recruitment &amp; Retention Strategies</li> <li>• School Support Liaisons</li> <li>• Student Equity Development &amp; Leadership</li> <li>• Student Convenings</li> <li>• Select Partnerships</li> </ul>

# FY25 Budget Decision-Making Structure



*\*Engagement Goal: To engage with students, families, staff and community members throughout the project to ensure that their concerns and aspirations are consistently understood and considered. Tools leveraged to date: community surveys, budget engagement sessions, phone bank, feedback form.*

Fiscal Year 25 Budget Timeline

# Frequently Asked Questions

FREQUENTLY ASKED QUESTIONS

General Budget Questions	>
American Rescue Plan (ARP)	>
Funding Sources and Parameters	>
Enrollment	>
Decision-making Process	>
Community Engagement	>
Staff Questions	>

Expand All



Submit Feedback About FY25 Budget

What else can I find on the budget website?

[spps.org/fy25budget](https://spps.org/fy25budget)

- FY25 Budget Priorities
- FY25 Budget Timeline
- FY25 Budget Monthly Updates
- Superintendent’s Virtual Meeting Recording
- FY25 Budget Engagement Summaries
- Past FY25 Budget Presentations

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## Next Steps:

1. Round 2 of Community Engagement
2. Continued alignment and allocation of resources to the budget priorities
3. Allocations to schools (mid March) and departments (early April)
4. Begin communicating to external partners

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# Questions?

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