

## Work Session

Tuesday, January 14, 2025 4:30 PM

917 Board Room, 130 145th Street East, Rosemount, MN 55068

### I. **MISSION**

**In partnership with member districts, Intermediate School District 917 provides high quality, equitable and specialized programming to meet the needs of all students.**

### II. **Call to Order - Chair Cindy Nordstrom**

### III. **Conduct Pledge of Allegiance - Chair Cindy Nordstrom**

### IV. **Visitors Opportunity to be Heard - Chair Cindy Nordstrom (Communications)**

### V. **Aligning our actions with our values and beliefs (Integrity)**

#### V.A.

- Policy
  - o 601 School District Curriculum and Instruction Goals
  - o 701 Establishment and Adoption of School District Budget
  - o 721 Uniform Grant Guidance

#### V.B. **Secondary Financial Review - Mark Johns**

#### V.C. **Review Long-term Facility Maintenance for Alliance - Mark Johns**

#### V.D. **Review SHIP Grant - Kate Hulse**

#### V.E. **Review calendar committee representative - Dr. Michael Favor**

#### V.F. **Review Temporary Employee Report - Mark Johns**

#### V.G. **Review Accounts Receivable Aging Invoice - Mark Johns**

### VI. **Review Board Self-Evaluations - Chair Cindy Nordstrom**

### VII. **Updates from Student Services - Dr. Melissa Schaller (Communications)**

### VIII. **Updates from Member Districts - All**

### IX. **Adjournment - Chair Cindy Nordstrom**

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

### **I. PURPOSE**

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

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

The policy of the school district is to ~~establish the "world's best workforce"~~ **strive for comprehensive achievement and civic readiness** in which all learning in the school district should be directed and for which all school district learners should be held accountable.

### **III. DEFINITIONS**

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

mentoring, entrepreneurship, service learning, volunteering, internships, other cooperative work experiences, youth apprenticeship, or employment.

I. “Institutional racism” means structures, policies, and practices within and across institutions that produce outcomes that disadvantage those who are Black, Indigenous, and People of Color.

J. “Instruction” means methods of providing learning experiences that enable students to meet state and district academic standards and graduation requirements including applied and experiential learning.

K. “Performance measures” are measures to determine school district and school site progress toward curricular and instructional goals and include:

1. Measures that are aligned with what is being taught, collects timely information, and provides meaningful interpretations to the people who will be making decisions.

2. Standardized norm-referenced tests, curriculum-referenced tests, ability tests, state-required tests and assessments, and other appropriate performance measures.

3. Analysis of the opportunity gap between white students and students of color and other historically marginalized students.

~~L. “World’s best workforce” means striving to: meet school readiness goals; close the academic achievement gap among all racial and ethnic groups of students and between students living in poverty and student not living in poverty; have all students attain career and college readiness before graduating from high school; and have all students graduate from high school.~~

#### **IV. CONTINUOUS IMPROVEMENT PLANS**

A. Each ISD 917 Principal/Assistant Director shall adopt a comprehensive, continuous improvement plan to support and improve learning and teaching that is aligned with state and federal regulations and includes the following:

1. Clearly defined goals and benchmarks for instruction and student achievement for all students;

2. A process to assess and evaluate each student’s progress toward meeting state and local academic standards, and identifying the strengths and weaknesses of instruction in pursuit of student and school success and curriculum affecting students’ progress and growth toward career and college readiness;

3. A system to periodically review and evaluate the effectiveness of all instructional and curriculum, taking into account strategies and best practices, student outcomes, principal evaluations under Minnesota Statutes, section 123B.147, subdivision 3, students’ access to effective teachers who are members of populations under-represented among the licensed teachers in the district or school and who reflect the diversity of enrolled students under Minnesota Statutes, section 120B.35, subdivision 3(b)(2), and teacher evaluations under Minnesota Statutes, section 122A.40, subdivision 8, or 122A.41, subdivision 5;

4. Strategies for improving instruction, curriculum, and student achievement;
  5. A process to implement strategies to support students from historically marginalized groups.
  6. Education effectiveness practices that:
    - a. Integrate high-quality instruction, instructional and assistive technology, and curriculum that is accurate, antiracist, and culturally sustaining;
    - b. Ensure learning and work environments validate, affirm, embrace, and integrate cultural and community strengths for all students, families, and employees;
    - c. Provide a collaborative professional culture that seeks to retain qualified, racially and ethnically diverse staff effective at working with diverse students while developing and supporting teacher quality performance, and effectiveness.
  7. A system to periodically review and evaluate the effectiveness of continuous improvement plans, including: instruction and curriculum, strategies and best practices, and student outcomes.
- B. Goals for the Continuous Improvement Plan shall include the following:
1. Student Achievement and Engagement,
  2. Social-Emotional Learning, and
  3. Equity.
  4. Every child is reading at their ability level. Students who are not at their ability level are receiving support in achieving their individualized reading goals.

***Legal References:***

Minn. Stat. § 120B.018 (Definitions)

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

Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement **Goals**; Striving for **Comprehensive Achievement and Civic Readiness** ~~the World's Best Workforce~~)

Minn. Stat. § 120B.12 (Read Act Goal and Interventions)

Minn. Stat. § 120B.30, Subd. 1 (Statewide Testing and Reporting System) Minn. Stat. § 120B.35, Subd. 3 (Student Academic Achievement and Growth)

Minn. Stat. § 122A.40, Subd. 8 (Employment; Contracts; Termination) Minn. Stat. § 122A.41, Subd. 5 (Teacher Tenure Act; Cities of the First Class; Definitions)

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

Minn. Stat. § 125A.56, Subd. 1 (Alternate Instruction Required before Assessment Referral) 20 U.S.C. § 5801, *et seq.* (National Education Goals 2000)

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

***Cross References:***

MSBA/MASA Model Policy 104 (School District Mission Statement) MSBA/MASA Model Policy 613 (Graduation Requirements) MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)  
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)  
MSBA/MASA Model Policy 616 (School District System Accountability) MSBA/MASA Model Policy 618 (Assessment of Student Achievement)

## **701 ESTABLISHMENT AND ADOPTION OF SCHOOL DISTRICT BUDGET**

### **I. PURPOSE**

The purpose of this policy is to establish lines of authority and procedures for the establishment of the school district's revenue and expenditure budgets.

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

The policy of the school district is to establish revenue and expenditure budgets in accordance with the applicable provisions of law. Budget planning is an integral part of program planning so that the annual budget will effectively express and implement school board goals and the priorities of the school district.

### **III. REQUIREMENT**

- A. The superintendent or such other school official as designated by the superintendent shall each year prepare preliminary revenue and expenditure budgets for review by the school board. The preliminary budgets shall be accompanied by such written commentary as may be necessary for them to be clearly understood by the members of the school board and the public. The school board shall review the projected revenues and expenditures for the school district for the next fiscal year and make such adjustments in the expenditure budget as necessary to carry out the education program within the revenues projected. **When projected expenditures exceed projected revenues, the school board may consider use of an available fund balance, if one exists.**
- B. The school district must maintain separate accounts to identify revenues and expenditures for each building. Expenditures shall be reported in compliance with Minnesota Statutes section 123B.76.
- C. Prior to July 1 of each year, the school board shall approve and adopt its initial revenue and expenditure budgets for the next school year. The adopted expenditure budget document shall be considered the school board's expenditure authorization for that school year. No funds may be expended for any purpose in any school year prior to the adoption of the budget document which authorizes that expenditure for that year, or prior to the adoption of an amendment to that budget document by the school board to authorize that expenditure for that year.
- D. Each year, the school district shall publish its adopted revenue and expenditure budgets for the current year, the actual revenues, expenditures, and fund balances

for the prior year, and the projected fund balances for the current year in the form prescribed by the Commissioner **of the Minnesota Department of Education (Commissioner)** within one week of the acceptance of the final audit by the school board, or November 30, whichever is earlier. A statement shall be included in the publication that the complete budget in detail may be inspected by any resident of the school district upon request to the superintendent. A summary of this information and the address of the school district's official website where the information can be found must be published in a newspaper of general circulation in the school district. At the same time as this publication, the school district shall publish the other information required by Minnesota Statutes section 123B.10.

- E. The school district must also post the materials specified in Paragraph III.D. above on the school district's official website, including a link to the school district's school report card on the Minnesota Department of Education's website, and publish a summary of information and the address of the school district's website where the information can be found in a qualified newspaper of general circulation in the district.

#### **IV. IMPLEMENTATION**

- A. The school board places the responsibility for administering the adopted budget with the superintendent. The superintendent may delegate duties related thereto to other school officials but maintains the ultimate responsibility for this function.
- B. The program-oriented budgeting system will be supported by a program-oriented accounting structure organized and operated on a fund basis as provided for in Minnesota statutes through the Uniform Financial Accounting and Reporting Standards for Minnesota School districts (UFARS).
- C. The superintendent or the superintendent's designee is authorized to make payments of claims or salaries authorized by the adopted or amended budget prior to school board approval.
- D. Supplies and capital equipment can be ordered prior to budget adoption only by authority of the superintendent. If additional personnel are provided in the proposed budget, actual hiring may not occur until the budget is adopted unless otherwise approved by the school board. Other funds to be expended in a subsequent school year may not be encumbered prior to budget adoption unless specifically approved by the school board.
- E. The school district shall make such reports to the Commissioner as required relating to initial allocations of revenue, reallocations of revenue, and expenditures of funds.

**Legal References:** Minn. Stat. § 123B.10 (Publication of Financial Information)  
Minn. Stat. § 123B.76 (Expenditures; Reporting)  
Minn. Stat. § 123B.77 (Accounting, Budgeting and Reporting Requirements)

**Cross References:** MSBA/MASA Model Policy 701.1 (Modification of School District

Budget)  
MSBA/MASA Model Policy 702 (Accounting)

**721 UNIFORM GRANT GUIDANCE POLICY REGARDING FEDERAL REVENUE SOURCES**

**I. PURPOSE**

The purpose of this policy is to ensure compliance with the requirements of the federal Uniform Grant Guidance regulations by establishing uniform administrative requirements, cost principles, and audit requirements for federal grant awards received by the school district.

**II. DEFINITIONS**

A. Grants

1. “State-administered grants” are those grants that pass through a state agency such as the Minnesota Department of Education (MDE).
2. “Direct grants” are those grants that do not pass through another agency such as MDE and are awarded directly by the federal awarding agency to the grantee organization. These grants are usually discretionary grants that are awarded by the U.S. Department of Education (DOE) or by another federal awarding agency.

B. “Non-federal entity” means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

C. “Federal award” has the meaning, depending on the context, in either paragraph 1. or 2. of this definition:

1. a. The federal financial assistance that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations section 200.101 (Applicability); or
- b. The cost-reimbursement contract under the federal Acquisition Regulations that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations section 200.101 (Applicability).

2. The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of 200.40 (Federal Financial Assistance), or the cost-reimbursement contract awarded under the federal Acquisition Regulations.
  3. “Federal award” does not include other contracts that a federal agency uses to buy goods or services from a contractor or a contract to operate federal-government-owned, contractor-operated facilities.
- D. “Contract” means a legal instrument by which a non-federal entity purchases property or services needed to carry out the project or program under a federal award. The term, as used in 2 Code of Federal Regulations Part 200, does not include a legal instrument, even if the non-federal entity considers it a contract, when the substance of the transaction meets the definition of a federal award or subaward.
- E. Procurement Methods
1. “Procurement by micro-purchase” is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (generally \$3,000, except as otherwise discussed in 48 Code of Federal Regulations Subpart 2.1 or as periodically adjusted for inflation).
  2. “Procurement by small purchase procedures” are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than ~~\$250,000~~ **\$175,000** (periodically adjusted for inflation).
- [NOTE: Despite the federal government’s increase in the dollar cap for small purchases, Minnesota law limits the cap to \$175,000.]**
3. “Procurement by sealed bids (formal advertising)” is a publicly solicited and a firm, fixed-price contract (lump sum or unit price) awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.
  4. “Procurement by competitive proposals” is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids.
  5. “Procurement by noncompetitive proposals” is procurement through solicitation of a proposal from only one source.

- F. “Equipment” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000.
- G. “Compensation for personal services” includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the federal award, including, but not necessarily limited to, wages and salaries. Compensation for personal services may also include fringe benefits which are addressed in 2 Code of Federal Regulations section 200.431 (Compensation - Fringe Benefits).
- H. “Post-retirement health plans” refer to costs of health insurance or health services not included in a pension plan covered by 2 Code of Federal Regulations section 200.431(g) for retirees and their spouses, dependents, and survivors.
- I. “Severance pay” is a payment in addition to regular salaries and wages by the non-federal entities to workers whose employment is being terminated.
- J. “Direct costs” are those costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.
- K. “Relocation costs” are costs incident to the permanent change of duty assignment (for an indefinite period or for a stated period not less than 12 months) of an existing employee or upon recruitment of a new employee.
- L. “Travel costs” are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the school district.

### **III. CONFLICT OF INTEREST**

- A. Employee Conflict of Interest. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if they have a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of their immediate family, their partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The employees, officers, and agents of the school district may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the school district may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by employees, officers, or agents of the school district.

- B. Organizational Conflicts of Interest. The school district is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization because of relationships with a parent company, affiliate, or subsidiary organization.
- C. Disclosing Conflicts of Interest. The school district must disclose in writing any potential conflict of interest to MDE in accordance with applicable federal awarding agency policy.

#### IV. ACCEPTABLE METHODS OF PROCUREMENT

- A. General Procurement Standards. The school district must use its own documented procurement procedures which reflect applicable state laws, provided that the procurements conform to the applicable federal law and the standards identified in the Uniform Grant Guidance.
- B. The school district must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- C. The school district's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach.
- D. The school district must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- E. The school district must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement; selection of the contract type; contractor selection or rejection; and the basis for the contract price.
- F. The school district alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the school district of any contractual responsibilities under its contracts.
- G. The school district must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, **veteran-owned businesses**, and labor surplus area firms are **considered**. ~~used when possible.~~

H. Methods of Procurement. The school district must use one of the following methods of procurement:

1. Procurement by micro-purchases. To the extent practicable, the school district must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the school district considers the price to be reasonable.
2. Procurement by small purchase procedures. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.
3. Procurement by sealed bids (formal advertising).
4. Procurement by competitive proposals. If this method is used, the following requirements apply:
  - a. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
  - b. Proposals must be solicited from an adequate number of qualified sources;
  - c. The school district must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
  - d. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
  - e. The school district may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method where price is not used as a selection factor can only be used in procurement of A/E professional services; it cannot be used to purchase other types of services, though A/E firms are a potential source to perform the proposed effort.
5. Procurement by noncompetitive proposals. Procurement by noncompetitive proposals may be used only when one or more of the following circumstances apply:

- a. The item is available only from a single source;
  - b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
  - c. The DOE or MDE expressly authorizes noncompetitive proposals in response to a written request from the school district; or
  - d. After solicitation of a number of sources, competition is determined inadequate.
- I. Competition. The school district must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
- 1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When making a clear and accurate description of the technical requirements is impractical or uneconomical, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
  - 2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- J. The school district must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the school district must not preclude potential bidders from qualifying during the solicitation period.
- K. Non-federal entities are prohibited from contracting with or making subawards under “covered transactions” to parties that are suspended or debarred or whose principals are suspended or debarred. “Covered transactions” include procurement contracts for goods and services awarded under a grant or cooperative agreement that are expected to equal or exceed \$25,000.
- L. All nonprocurement transactions entered into by a recipient (i.e., subawards to subrecipients), irrespective of award amount, are considered covered transactions, unless they are exempt as provided in 2 Code of Federal Regulations section 180.215.

## V. MANAGING EQUIPMENT AND SAFEGUARDING ASSETS

- A. Property Standards. The school district must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally owned property need not be insured unless required by the terms and conditions of the federal award.

The school district must adhere to the requirements concerning real property, equipment, supplies, and intangible property set forth in 2 Code of Federal Regulations sections 200.311, 200.314, and 200.315.

B. Equipment

Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a federal award, until disposition takes place will, at a minimum, meet the following requirements:

1. Property records must be maintained that include a description of the property; a serial number or other identification number; the source of the funding for the property (including the federal award identification number (FAIN)); who holds title; the acquisition date; the cost of the property; the percentage of the federal participation in the project costs for the federal award under which the property was acquired; the location, use, and condition of the property; and any ultimate disposition data, including the date of disposition and sale price of the property.
2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
4. Adequate maintenance procedures must be developed to keep property in good condition.
5. If the school district is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

C. Cybersecurity

**The school district must take reasonable cybersecurity and other measures to safeguard:**

1. **Personally identifiable information;**
2. **Information that the federal agency or pass-through entity designates as sensitive; and**
3. **Other information that the school district considers sensitive and is consistent with applicable Federal, State, local and tribal laws regarding privacy and responsibility over confidentiality.**

[NOTE: See 2 CFR 200.303, which establishes internal controls that the school district must implement.]

## VI. FINANCIAL MANAGEMENT REQUIREMENTS

- A. Financial Management. The school district's financial management systems, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the federal statutes, regulations, and the terms and conditions of the federal award.
- B. Payment. The school district must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement between the school district and the financial management systems that meet the standards for fund control.

Advance payments to a school district must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate cash requirements of the school district in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-federal entity for direct program or project costs and the proportionate share of any allowable indirect costs. The school district must make timely payment to contractors in accordance with the contract provisions.

- C. Internal Controls. The school district must establish and maintain effective internal control over the federal award that provides reasonable assurance that the school district is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. **These internal controls should align with guidance in "standards for Internal Control in the Federal Government," issued by the Comptroller General of the United States, or the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission**

**(COSO).**

- D. The school district must comply with **the United States Constitution**, federal statutes, regulations, and the terms and conditions of the federal award.

The school district must also evaluate and monitor the school district's compliance with statutes, regulations, and the terms and conditions of the federal award.

The school district must also take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.

The school district must take reasonable measures to safeguard protected personally identifiable information considered sensitive consistent with applicable federal and state laws regarding privacy and obligations of confidentiality.

## **VII. ALLOWABLE USE OF FUNDS AND COST PRINCIPLES**

- A. Allowable Use of Funds. The school district administration and board will enforce appropriate procedures and penalties for program, compliance, and accounting staff responsible for the allocation of federal grant costs based on their allowability and their conformity with federal cost principles to determine the allowability of costs.

B. Definitions

1. "Allowable cost" means a cost that complies with all legal requirements that apply to a particular federal education program, including statutes, regulations, guidance, applications, and approved grant awards.
2. "Education Department General Administrative Regulations (EDGAR)" means a compilation of regulations that apply to federal education programs. These regulations contain important rules governing the administration of federal education programs and include rules affecting the allowable use of federal funds (including rules regarding allowable costs, the period of availability of federal awards, documentation requirements, and grants management requirements). EDGAR can be accessed at: <http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>.
3. "Omni Circular" or "Code of Federal Regulations Part 200s" or "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" means federal cost principles that provide standards for determining whether costs may be charged to federal grants.
4. "Advance payment" means a payment that a federal awarding agency or passthrough entity makes by any appropriate payment mechanism, including a predetermined payment schedule, before the non-federal entity

disburses the funds for program purposes.

C. Allowable Costs. The following items are costs that may be allowable under the 2 Code of Federal Regulations Part 200s under specific conditions:

1. Advisory councils;
2. Audit costs and related services;
3. Bonding costs;
4. Communication costs;
5. Compensation for personal services;
6. Depreciation and use allowances;
7. Employee morale, health, and welfare costs;
8. Equipment and other capital expenditures;
9. Gains and losses on disposition of depreciable property and other capital assets and substantial relocation of federal programs;
10. Insurance and indemnification;
11. Maintenance, operations, and repairs;
12. Materials and supplies costs;
13. Meetings and conferences;
14. Memberships, subscriptions, and professional activity costs;
15. Security costs;
16. Professional service costs;
17. Proposal costs;
18. Publication and printing costs;
19. Rearrangement and alteration costs;
20. Rental costs of building and equipment;
21. Training costs; and

22. Travel costs.

D. Costs Forbidden by Federal Law. 2 Code of Federal Regulations Part 200s and EDGAR identify certain costs that may never be paid with federal funds. The following list provides examples of such costs. If a cost is on this list, it may not be supported with federal funds. The fact that a cost is not on this list does not mean it is necessarily permissible. Other important restrictions apply to federal funds, such as those items detailed in the 2 Code of Federal Regulations Part 200s; thus, the following list is not exhaustive:

1. Advertising and public relations costs (with limited exceptions), including promotional items and memorabilia, models, gifts, and souvenirs;
2. Alcoholic beverages;
3. Bad debts;
4. Contingency provisions (with limited exceptions);
5. Fundraising and investment management costs (with limited exceptions);
6. Donations;
7. Contributions;
8. Entertainment (amusement, diversion, and social activities and any associated costs);
9. Fines and penalties;
10. General government expenses (with limited exceptions pertaining to Indian tribal governments and Councils of Government (COGs));
11. Goods or services for personal use;
12. Interest, except interest specifically stated in 2 C.F.R. § 200.441 as allowable;
13. Religious use;
14. The acquisition of real property (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs);
15. Construction (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs); and
16. Tuition charged or fees collected from students applied toward meeting

matching, cost sharing, or maintenance of effort requirements of a program.

E. Program Allowability

1. Any cost paid with federal education funds must be permissible under the federal program that would support the cost.
2. Many federal education programs detail specific required and/or allowable uses of funds for that program. Issues such as eligibility, program beneficiaries, caps or restrictions on certain types of program expenses, other program expenses, and other program specific requirements must be considered when performing the programmatic analysis.
3. The two largest federal K-12 programs, Title I, Part A, and the Individuals with Disabilities Education Act (IDEA), do not contain a use of funds section delineating the allowable uses of funds under those programs. In those cases, costs must be consistent with the purposes of the program in order to be allowable.

F. Federal Cost Principles

1. The Omni Circular defines the parameters for the permissible uses of federal funds. While many requirements are contained in the Omni Circular, it includes five core principles that serve as an important guide for effective grant management. These core principles require all costs to be:
  - a. Necessary for the proper and efficient performance or administration of the program.
  - b. Reasonable. An outside observer should clearly understand why a decision to spend money on a specific cost made sense in light of the cost, needs, and requirements of the program.
  - c. Allocable to the federal program that paid for the cost. A program must benefit in proportion to the amount charged to the federal program – for example, if a teacher is paid 50% with Title I funds, the teacher must work with the Title I program/students at least 50% of the time. Recipients also need to be able to track items or services purchased with federal funds so they can prove they were used for federal program purposes.
  - d. Authorized under state and local rules. All actions carried out with federal funds must be authorized and not prohibited by state and local laws and policies.
  - e. Adequately documented. A recipient must maintain proper

documentation so as to provide evidence to monitors, auditors, or other oversight entities of how the funds were spent over the lifecycle of the grant.

G. Program Specific Fiscal Rules. The Omni Circular also contains specific rules on selected items of costs. Costs must comply with these rules in order to be paid with federal funds.

1. All federal education programs have certain program specific fiscal rules that apply. Determining which rules apply depends on the program; however, rules such as supplement, not supplant, maintenance of effort, comparability, caps on certain uses of funds, etc., have an important impact when analyzing whether a particular cost is permissible.
2. Many state-administered programs require local education agencies (LEAs) to use federal program funds to supplement the amount of state, local, and, in some cases, other federal funds they spend on education costs and not to supplant (or replace) those funds. Generally, the “supplement, not supplant” provision means that federal funds must be used to supplement the level of funds from non-federal sources by providing additional services, staff, programs, or materials. In other words, federal funds normally cannot be used to pay for things that would otherwise be paid for with state or local funds (and, in some cases, with other federal funds).
3. Auditors generally presume supplanting has occurred in three situations:
  - a. School district uses federal funds to provide services that the school district is required to make available under other federal, state, or local laws.
  - b. School district uses federal funds to provide services that the school district provided with state or local funds in the prior year.
  - c. School district uses Title I, Part A, or Migrant Education Program funds to provide the same services to Title I or Migrant students that the school district provides with state or local funds to nonparticipating students.
4. These presumptions apply differently in different federal programs and also in schoolwide program schools. Staff should be familiar with the supplement not supplant provisions applicable to their program.

H. Approved Plans, Budgets, and Special Conditions

1. As required by the Omni Circular, all costs must be consistent with approved program plans and budgets.

2. Costs must also be consistent with all terms and conditions of federal awards, including any special conditions imposed on the school district's grants.

I. Training

1. The school district will provide training on the allowable use of federal funds to all staff involved in federal programs.
2. The school district will promote coordination between all staff involved in federal programs through activities, such as routine staff meetings and training sessions.

- J. Employee Sanctions. Any school district employee who violates this policy will be subject to discipline, as appropriate, up to and including the termination of employment.

K. Mandatory Disclosures

**The school district must promptly disclose whenever, in connection with the Federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in 18 United States Code or a violation of the civil False Claims Act (31 United States Code, sections 3729-3733).**

**The disclosure must be made in writing to the Federal agency, the agency's Office of Inspector General, and pass-through entity (if applicable). School districts are also required to report matters related to recipient integrity and performance in accordance with Appendix XII of this part. Failure to make required disclosures can result in any of the remedies described in 2 code of Federal Regulations, section 200.339.**

## VIII. COMPENSATION – PERSONAL SERVICES EXPENSES AND REPORTING

A. Compensation – Personal Services

Costs of compensation are allowable to the extent that they satisfy the specific requirements of the Uniform Grant Guidance and that the total compensation for individual employees:

1. Is reasonable for the services rendered and conforms to the established written policy of the school district consistently applied to both federal and non-federal activities; and
2. Follows an appointment made in accordance with a school district's

written policies and meets the requirements of federal statute, where applicable.

Unless an arrangement is specifically authorized by a federal awarding agency, a school district must follow its written non-federal, entity-wide policies and practices concerning the permissible extent of professional services that can be provided outside the school district for non-organizational compensation.

B. Compensation – Fringe Benefits

4. During leave.

The costs of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- a. They are provided under established written leave policies;
- b. The costs are equitably allocated to all related activities, including federal awards; and
- c. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the school district.

5. The costs of fringe benefits in the form of employer contributions or expenses for social security; employee life, health, unemployment, and worker's compensation insurance (except as indicated in 2 Code of Federal Regulations section 200.447(d)); pension plan costs; and other similar benefits are allowable, provided such benefits are granted under established written policies. Such benefits must be allocated to federal awards and all other activities in a manner consistent with the pattern of benefits attributable to the individuals or group(s) of employees whose salaries and wages are chargeable to such federal awards and other activities and charged as direct or indirect costs in accordance with the school district's accounting practices.

6. Actual claims paid to or on behalf of employees or former employees for workers' compensation, unemployment compensation, severance pay, and similar employee benefits (e.g., post-retirement health benefits) are allowable in the year of payment provided that the school district follows a consistent costing policy.

7. Pension plan costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with the written policies of the school district.

8. Post-retirement costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established written policies of the school district.
  9. Costs of severance pay are allowable only to the extent that, in each case, severance pay is required by law; employer-employee agreement; established policy that constitutes, in effect, an implied agreement on the school district's part; or circumstances of the particular employment.
- C. Insurance and Indemnification. Types and extent and cost of coverage are in accordance with the school district's policy and sound business practice.
- D. Recruiting Costs. Short-term, travel visa costs (as opposed to longer-term, immigration visas) may be directly charged to a federal award, so long as they are:
1. Critical and necessary for the conduct of the project;
  2. Allowable under the cost principles set forth in the Uniform Grant Guidance;
  3. Consistent with the school district's cost accounting practices and school district policy; and
  4. Meeting the definition of "direct cost" in the applicable cost principles of the Uniform Grant Guidance.
- E. Relocation Costs of Employees. Relocation costs are allowable, subject to the limitations described below, provided that reimbursement to the employee is in accordance with the school district's reimbursement policy.
- F. Travel Costs. Travel costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the school district's non-federally funded activities and in accordance with the school district's reimbursement policies.

Costs incurred by employees and officers for travel, including costs of lodging, other subsistence, and incidental expenses, must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the school district in its regular operations according to the school district's written reimbursement and/or travel policies.

In addition, when costs are charged directly to the federal award, documentation must justify the following:

1. Participation of the individual is necessary to the federal award; and

2. The costs are reasonable and consistent with the school district's established travel policy.

Temporary dependent care costs above and beyond regular dependent care that directly results from travel to conferences is allowable provided the costs are:

1. A direct result of the individual's travel for the federal award;
2. Consistent with the school district's documented travel policy for all school district travel; and
3. Only temporary during the travel period.

**Legal References:** 2 C.F.R. § 200.1 (Definitions: Capital Assets)  
2 C.F.R. § 200.112 (Conflict of Interest)  
2 C.F.R. § 200.113 (Mandatory Disclosures)  
2 C.F.R. § 200.205(d)–(Federal Awarding Agency Review of **Merit of Proposals** ~~Risk Posed by Applicants~~)  
2 C.F.R. § 200.214 (Suspension and Debarment)  
2 C.F.R. § 200.300(b) (Statutory and National Policy Requirements)  
2 C.F.R. § 200.302 (Financial Management)  
2 C.F.R. § 200.303 (Internal Controls)  
2 C.F.R. § 200.305(b)(1) (Federal Payment)  
2 C.F.R. § 200.310 (Insurance Coverage)  
2 C.F.R. § 200.311 ~~Federally-owned and Exempt~~ **Real Property**  
2 C.F.R. § 200.312 **Federally-owned and Exempt Property**  
2 C.F.R. § 200.313(d) (Equipment)  
2 C.F.R. § 200.314 (Supplies)  
2 C.F.R. § 200.315 (Intangible Property)  
2 C.F.R. § 200.318 (General Procurement Standards)  
2 C.F.R. § 200.319(c) (Competition)  
2 C.F.R. § 200.320 (Methods of Procurement to be Followed)  
2 C.F.R. § 200.321 (Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms)  
2 C.F.R. § 200.328 (Financial Reporting)  
2 C.F.R. § 200.339  
2 C.F.R. § 200.403(c) (Factors Affecting Allowability of Costs)  
2 C.F.R. § 200.430 (Compensation – Personal Services)  
2 C.F.R. § 200.431 (Compensation – Fringe Benefits)  
2 C.F.R. § 200.447 (Insurance and Indemnification)  
2 C.F.R. § 200.463 (Recruiting Costs)  
2 C.F.R. § 200.464 (Relocation Costs of Employees)  
2 C.F.R. § 200.474 (Transportation Costs)  
2 C.F.R. § 200.475 (Travel Costs)

**Cross References:** Policy 208 (Development, Adoption, and Implementation of Policies)

Policy 210 (Conflict of Interest – School Board Members)

Policy 412 (Expense Reimbursement)

MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)

MSBA/MASA Model Policy 701.1 (Modification of School District Budget)

MSBA/MASA Model Policy 702 (Accounting)

MSBA/MASA Model Policy 703 (Annual Audit)



# INTERMEDIATE SCHOOL DISTRICT NO. 917

**Audit Report for Year Ended June 30, 2024**

# GENERAL FUND

## FINANCIAL POSITION – TREND ANALYSIS

	Year Ended June 30,				
	2020	2021	2022	2023	2024
Nonspendable fund balances	\$ 131,151	\$ 109,429	\$ 123,369	\$ 119,347	\$ 181,921
Restricted fund balances	138,134	105,925	50,573	50,581	277,385
Assigned fund balances	391,088	134,029	708,921	575,075	159,724
Unassigned	9,471,747	9,987,663	9,319,585	9,334,454	9,061,155
<b>Total fund balances</b>	<b>\$ 10,132,120</b>	<b>\$ 10,337,046</b>	<b>\$ 10,202,448</b>	<b>\$ 10,079,457</b>	<b>\$ 9,680,185</b>
Unassigned fund balances as a percentage of expenditures	<u>22.7%</u>	<u>23.6%</u>	<u>21.8%</u>	<u>21.7%</u>	<u>21.1%</u>
Cash and temporary investments (net of borrowing)	\$ 3,743,055	\$ 5,252,744	\$ 6,489,423	\$ 5,486,020	\$ 4,188,979

- Unassigned Fund Balance of 21.1% vs 15% minimum threshold
- \$399k reduction vs prior year

# GENERAL FUND

## SECONDARY EDUCATION ACCOUNT

	Year Ended June 30,				
	2020	2021	2022	2023	2024
Revenue and other financing sources	\$ 4,409,692	\$ 4,211,547	\$ 4,187,256	\$ 3,667,682	\$ 3,756,184
Expenditures	4,101,077	4,258,342	3,969,331	3,836,880	4,308,947
Net change in fund balances	308,615	(46,795)	217,925	(169,198)	(552,763)
Fund balances					
Beginning of year	3,296,794	3,605,409	3,558,614	3,776,539	3,607,341
End of year	\$ 3,605,409	\$ 3,558,614	\$ 3,776,539	\$ 3,607,341	\$ 3,054,578

- Secondary, primarily driven by DCALS, incurred significant loss in FY25
- Preliminary version of FY25 Revised Budget projects the loss will increase in FY25 – student enrollment is not meeting budget estimates
- Actively engaged in expense re-structuring of Secondary for FY26. Will bring proposal to the 917 Board in March



**KRAUS-ANDERSON**®

**FACILITY  
CONDITION  
ASSESSMENT**



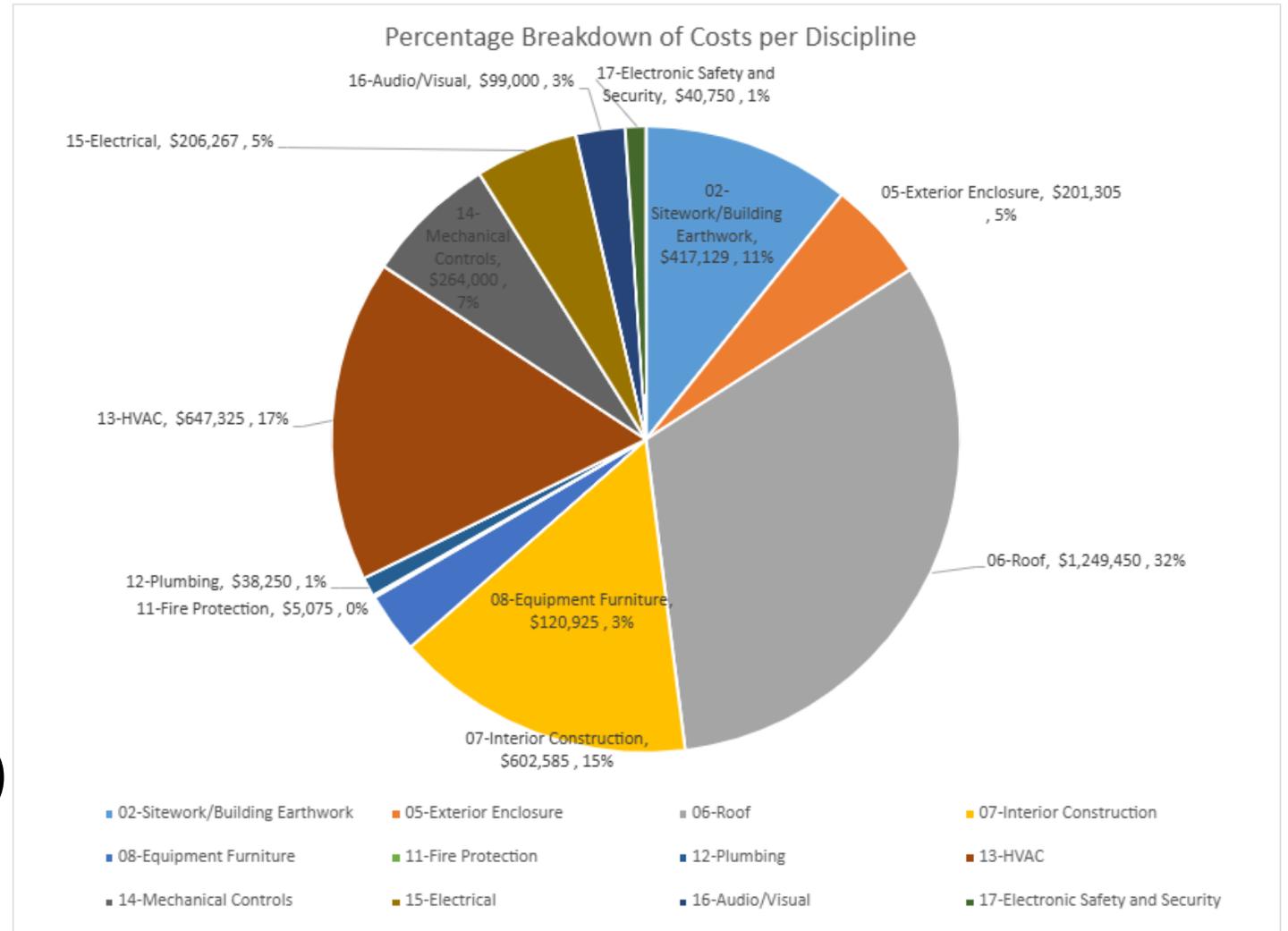
\*\*Kraus-Anderson's Facility Condition Assessment including, without limitation all reports, spreadsheets, formats, indexes, etc. are Kraus-Anderson's confidential and proprietary data. Such Project Deliverables shall not be used, shared or reproduced without the express written consent of Kraus-Anderson.

# Alliance Education Building District 917

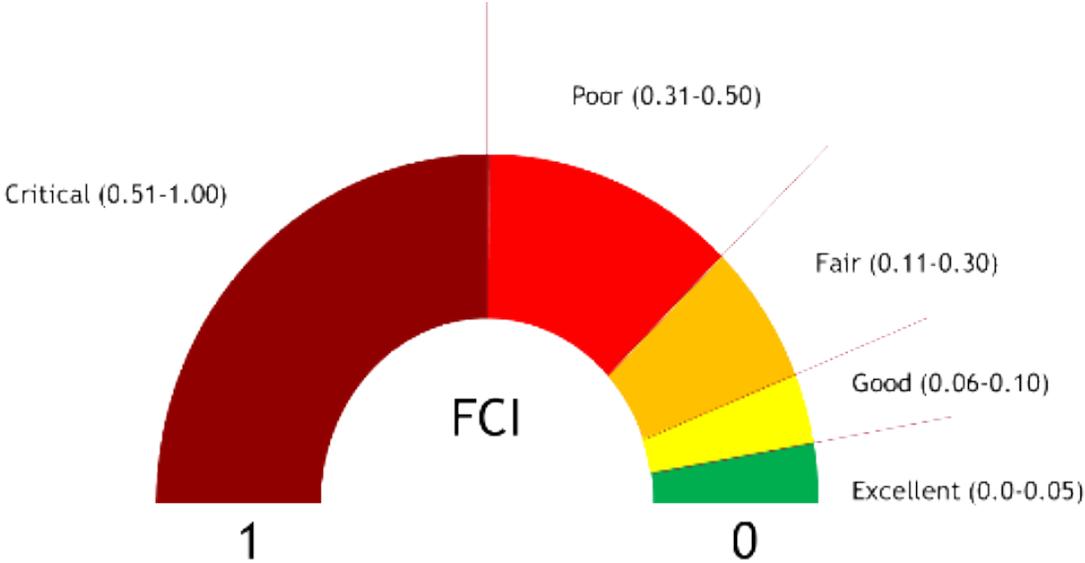
## FACILITY CONDITION ASSESSMENT

# Executive Summary

- K/A Completed Facility Condition Assessment (FCA) on the Alliance Education Building
- Identified ~ \$4.6M of deferred maintenance needs over the next 10 years
- Highest Deferred Maintenance needs:
  - Roof & HVAC
- Other Key Notes:
  - Site work (Parking lots, drainage)
  - Interior renovation
  - Mechanical Controls
  - Electrical improvements



# Facility Condition Index (FCI)



$$FCI = \frac{\text{Deferred Maintenance Totals}}{\text{Building Replacement Costs}}$$

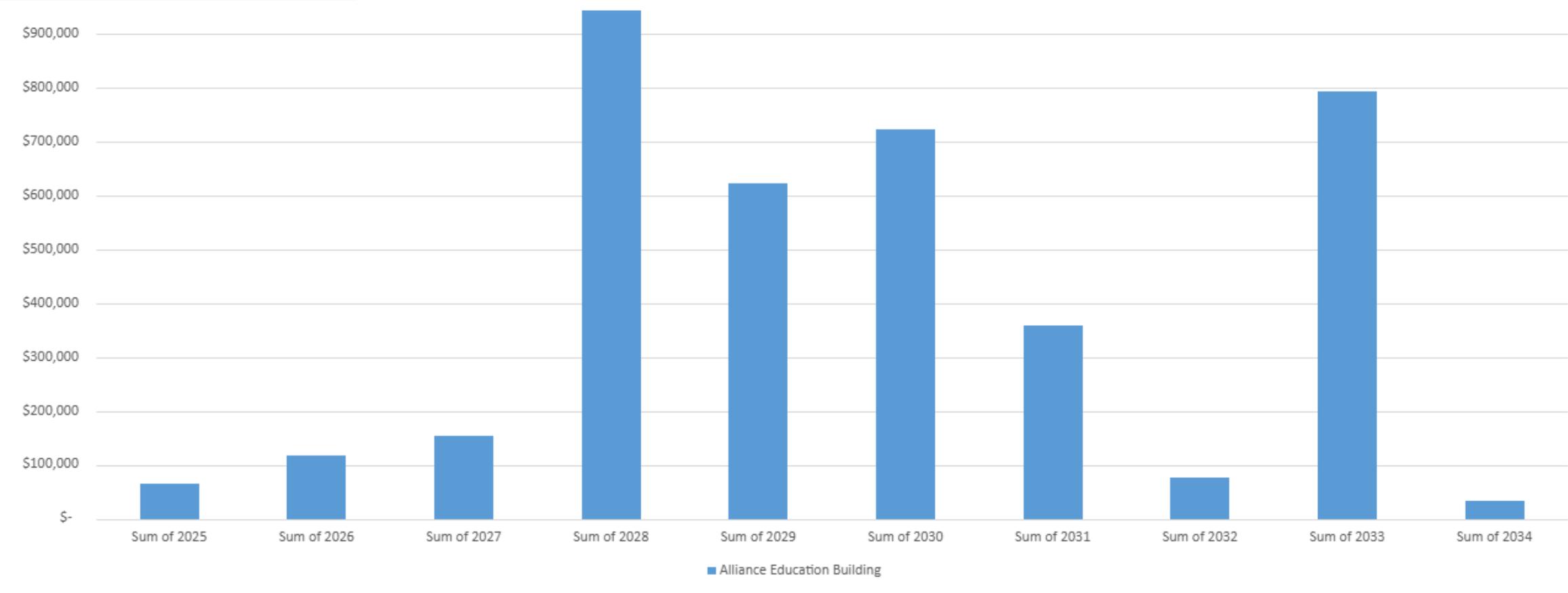
Facility List	Facility SF	Pres. Day Repl. Costs	Building Repl. Cost	10-Year DM Costs	FCI
Alliance Education Building	55,000	\$ 375	\$ 20,625,000	\$ 4,578,425	0.222

Alliance is currently up to date with long term facility maintenance with a FCI rating of .222

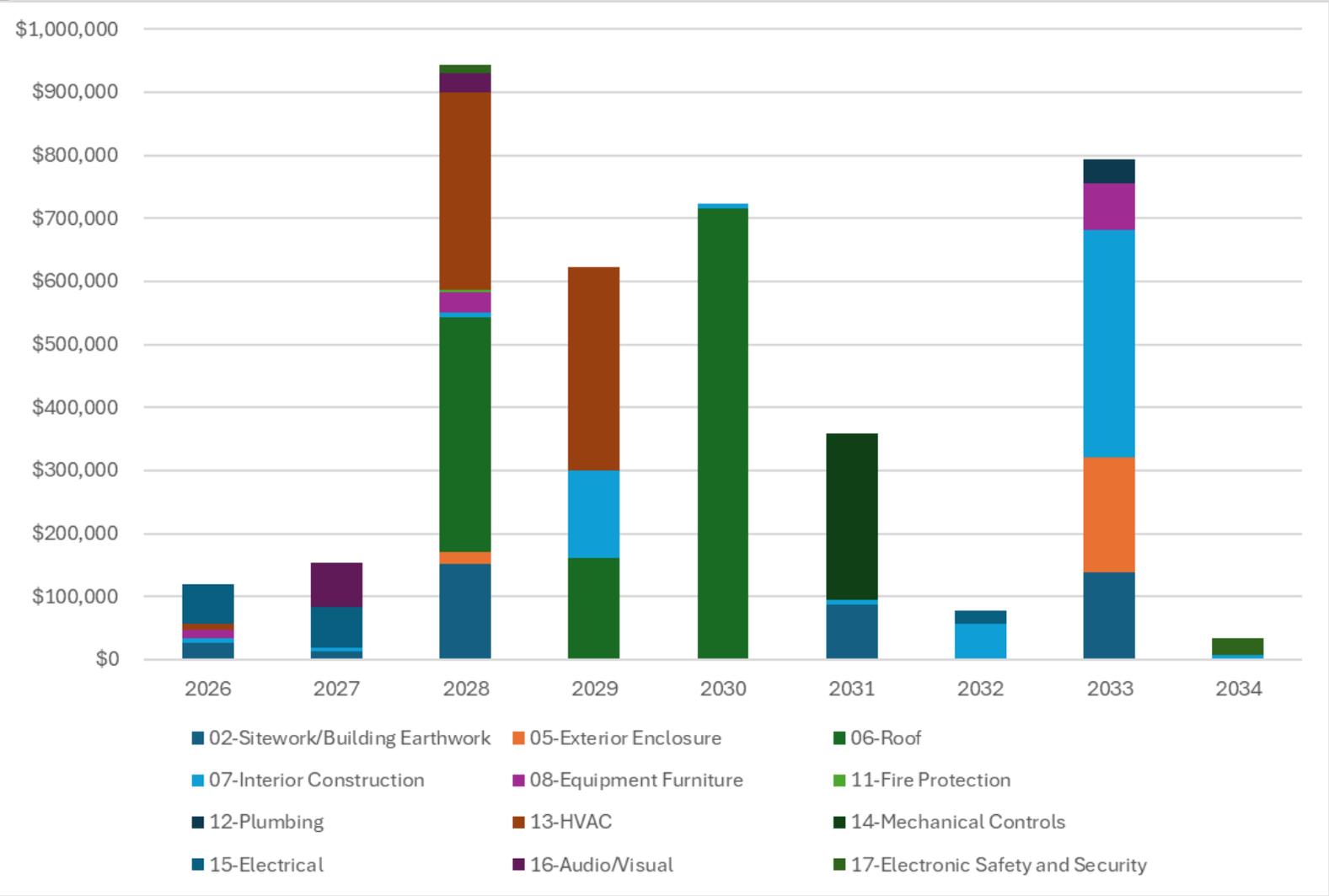
# Maintenance Cost by Year



Alliance Education Building- Expected Annual Facility Maintenance Costs



# Maintenance Cost by Cost Discipline



2026: Electrical (LED) \$60k

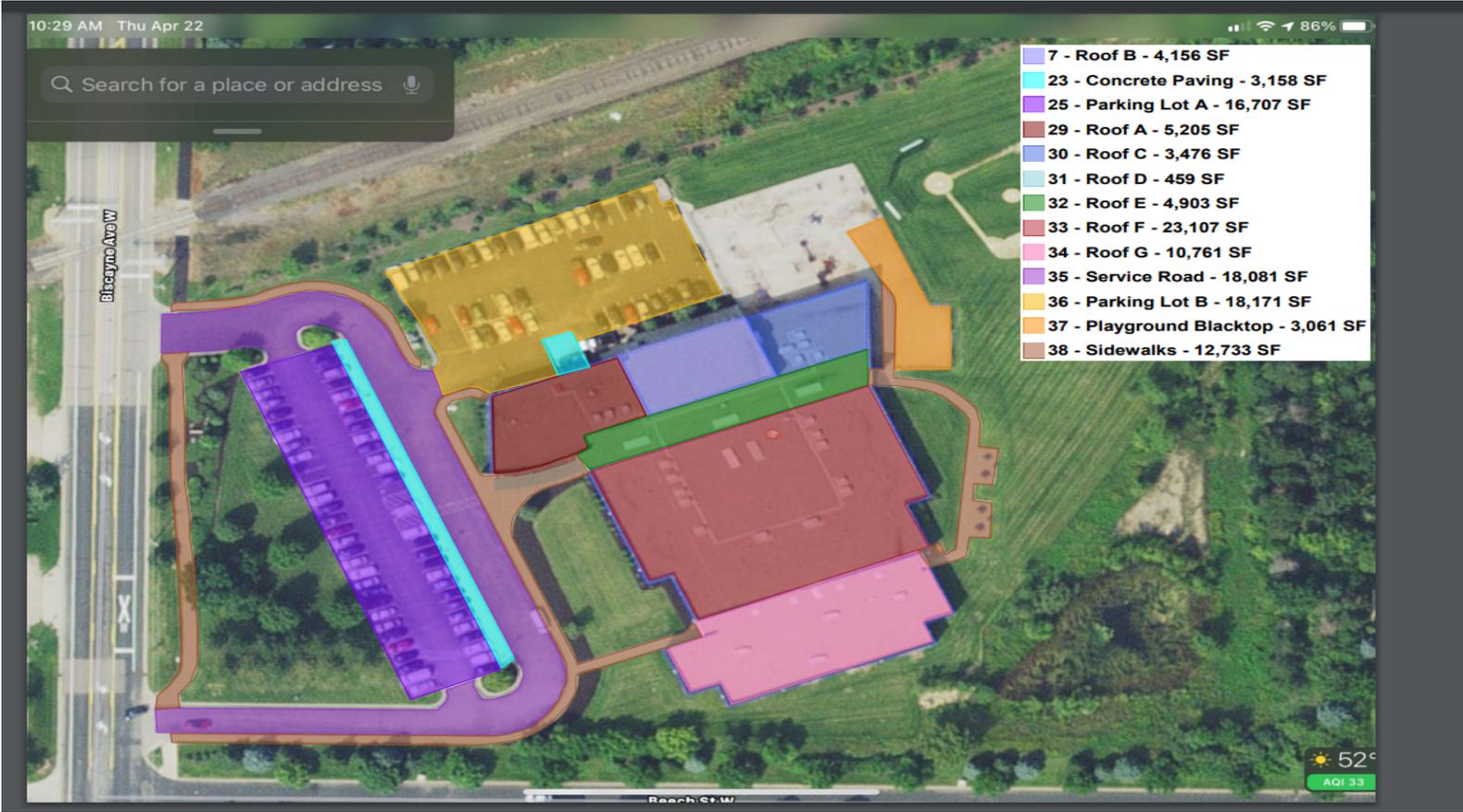
2027: Electrical (LED) \$60k, PA System \$70k

2028: Roof \$328k, HVAC \$ 313k, Parking Lot \$150k

2029: Roof \$160k, HVAC \$325k, Interior \$140k

2030: Roof \$700k

# Roof Replacement



Replace different sections of roof over a 3-year period

HVAC is scheduled to minimize crane rental cost (not spread over 5 years) and minimize disruption to new roofing structure

# Questions/Comments

Thank you!

**JOINT POWERS AGREEMENT FOR SCHOOL WELLNESS  
BETWEEN THE COUNTY OF DAKOTA AND  
SCHOOL DISTRICT 917**

This Joint Powers Agreement (“Agreement”) is entered into by and between the County of Dakota, a political subdivision of the State of Minnesota, by and through its Department of Public Health, and School District 917, 1300 145<sup>th</sup> St. East, Rosemount, MN 55068 (“School District” or “Contractor”), by and through their respective governing bodies.

**RECITALS**

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

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

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

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

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

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

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

4. County Obligations. The County agrees to reimburse the School District in an amount not to exceed \$7,665.00 for costs incurred in performing services fulfilling the Purpose described above from the Effective Date through 10/31/2025
5. Reimbursement and Reporting. After this Agreement has been executed by both parties, the School District may claim reimbursement for expenditures incurred in connection with the performance of activities that are eligible for reimbursement in accordance with this Agreement.

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

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

The County's Authorized Representative is:

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

Telephone: 651-554-5742

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

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

The School District's Authorized Representative is:

Name: Mark Johns, Director of Finance

Telephone: 651-423-8229

Email: [mark.johns@isd917.org](mailto:mark.johns@isd917.org)

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

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

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

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

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

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

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

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

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

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

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

- Exhibit 1: Standard Assurances;
- Exhibit 2: Service Grid;
- Exhibit 3: Reporting Form; and
- Exhibit 4: Invoice Form.

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

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

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

Approved as to form:

**COUNTY OF DAKOTA**

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

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

Title: Community Services Director

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

Dakota County Contract CLA \_\_\_\_\_  
Dakota County BR 24-

**SCHOOL DISTRICT 917**

By: Mark Johns

Title: Director of Finance

Date: 12/19/2024

**EXHIBIT 1  
STANDARD ASSURANCES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Directions for Online Access to Excluded Providers

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

Attycv/Exh SA (Rev. 1-23)

**Exhibit 2 – Service Grid****Contractor Roles and Responsibilities**

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

**County roles and responsibilities:**

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

**Notes:**

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

**Project Goal/Scope of Work**

Contractor would like to use SHIP funds to support the purchase of equipment required for the implementation of the Ukeru approach in the district's three Early Childhood Special Education Therapeutic Teaching Alternative (ECSE TEA) classrooms. ISD 917's three ECSE TEA classrooms serve students ages 3-6 from across Dakota County who have significant social, mental health, and behavioral challenges and who require specialized instruction, mental health intervention, and related services from a multidisciplinary team of educators in order to safely and successfully attend school programming. Ukeru is a crisis prevention and intervention approach that is based on brain science, trauma-informed practices, and the use of strategic body positioning, padded mats, and body shields to maintain student and staff safety in crisis situations. Ukeru is designed to keep all members of a classroom safe in an emergency without the use of restrictive procedures such as physical restraint or seclusion.

The goal of the project is the full implementation and practice of the Ukeru approach in ISD 917's three ECSE TEA classrooms. This should also yield a significant reduction in the frequency and duration of physical restraint used with students during unsafe crisis situations.

**Interpreters**

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

**State Contract**

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

**Project Budget**

**Project Budget Total = \$,7665.00**

<b>Item</b>	<b>Description</b>	<b>Amount</b>
Materials for implementation	Variety size shields and shipping costs	\$5065
Training set x2	set of Ukeru shields meant for initial staff training and classroom use; set includes:Body Shield x1, Large Body Shield x1, Medium Curved Shield x1, Flex Shield x1, Padded Arm Shields x2	\$2600
	<b>Total Contract Amount</b>	<b>\$7,665.00</b>
<i>In-Kind Estimate</i>	<i>In-Kind Estimate = Staff time, services, administrative components, etc. that the contracted organization will contribute as part of this project</i>	<i>\$1170</i>

**Exhibit 3 – Reporting Form**

# Dakota County SHIP 2025 School Wellness Community Partner Award Reporting



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

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

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

\*If “Yes,” please attach policy
  
8. Provide estimated numbers of **staff** impacted by the proposed project (if less than whole district)
  
9. Provide estimated of number of **students** (including school sites) impacted by the proposed project.
  
10. Please share more specifically how this project may have impacted the school community from your perspective:
  - a. This project led to increased knowledge, skills or abilities among the students, staff, or community
    - Strongly disagree     Disagree     Neutral     Agree     Strongly agree
  
  - b. This project led to positive behavior change(s)
    - Strongly disagree     Disagree     Neutral     Agree     Strongly agree
  
  - c. This project resulted in benefits to the school community as a whole
    - Strongly disagree     Disagree     Neutral     Agree     Strongly agree
  
  - d. The project created new partnerships and connections
    - Strongly disagree     Disagree     Neutral     Agree     Strongly agree
  
  - e. Other:
  
11. If you have additional data not shared with your public health liaison, please share it here (i.e. survey data from a training provided, % enrollment in school lunch program at pre/post, # of students using the chill space/zone monthly, other measures related to changes made).
  
12. List any grants received during this reporting period (include date awarded, source and amount). Example:  
 March 2025, MnDOT Safe Routes to School Boost Grant, \$14,000 grant  
 Example: November 2025, WholeKids Foundation Garden Grant, \$3,000 for garden equipment, Farm to School Kitchen Equipment Grant, May 2025, \$10,000).
  
13. Share a success story (2-3 sentences) from your SHIP 2025 School Wellness Community Partner Award highlighting how the project supported creating sustainable change in your school, district, and/or community. Feel free to include quotes, number of people affected, photos or additional detail, if desired.

14. You may list/describe any additional school wellness successes or changes not captured in the action plan.

15. Do you have any photos (**with permission** to share) related to your project? If so, please send directly to your Public Health Community Liaison via email.

**Dakota County SHIP Checklist**

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

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

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

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

**Invoice Form**

**Invoice #:** CLA20643

**Invoice Date:**

**Contract #:**

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

**Remit to:**

District:  
Attn:  
Address  
Address

**Bill to:**

Dakota County Public Health Department  
Public Health Liaison  
Attn:  
Email:  
Phone:

Detailed description of materials/goods (along with scanned receipts, if over \$ _____ )	Total Price
<b>Subtotal</b>	

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

<b>Comments:</b>	<b>Balance Due:</b>
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\*Invoices and receipts should be scanned & emailed to the County Public Health Liaison.  
\*Contractor shall submit this exhibit, "Invoice Form" quarterly or more frequently, if desired.

**Intermediate School District 917**  
**Accounts Receivable Aged Report As of 12/31/24**

<b>Member Districts</b>	<b>31-60 Days</b>	<b>61-90 Days</b>	<b>Over 90 Days</b>	<b>Totals</b>
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
<b>Totals</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>All Others</b>				
MDE	\$ -	\$ -	\$ 1,743,865.54	\$ 1,743,865.54
ISD 625	\$ 9,845.75	\$ 9,845.75	\$ -	\$ 19,691.50
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
<b>Totals</b>	<b>\$ 9,845.75</b>	<b>\$ 9,845.75</b>	<b>\$ 1,743,865.54</b>	<b>\$ 1,763,557.04</b>
<b>Grand Total</b>	<b>\$ 9,845.75</b>	<b>\$ 9,845.75</b>	<b>\$ 1,743,865.54</b>	<b>\$ 1,763,557.04</b>
<b>Total Receivables</b>				<b>\$ 1,764,077.89</b>

Prepared by: T. Welch



# **ISD 917 SCHOOL BOARD SELF-APPRAISAL**

**2024-2025**

*Executive Summary*



# ISD 917 Core Values

## **Collaboration**

Working together to achieve more collectively

## **Communication**

Multi-dimensional, transparent conversation focused on sharing information and creating a positive learning and working environment

## **Diversity**

Appreciating and valuing everyone's unique selves

## **Empathy**

Considering and respecting the perspective and needs of member districts, students, families, and staff

## **Equity**

Intentionally providing opportunities while removing barriers at all levels of the organization

## **Innovation**

Ongoing improvement of programs and services

## **Integrity**

Aligning our actions with our values and beliefs

## **Personalization**

Building on the strengths and addressing the unique needs of individual students

## **Stewardship**

Managing financial and human resources carefully and responsibly



# ISD 917 School Board Self-Appraisal

After re-establishing the district's core values through a Strategic Planning process in the 2022-2023 school year, the ISD 917 School Board set a goal to embed district core values in all aspects of governance.

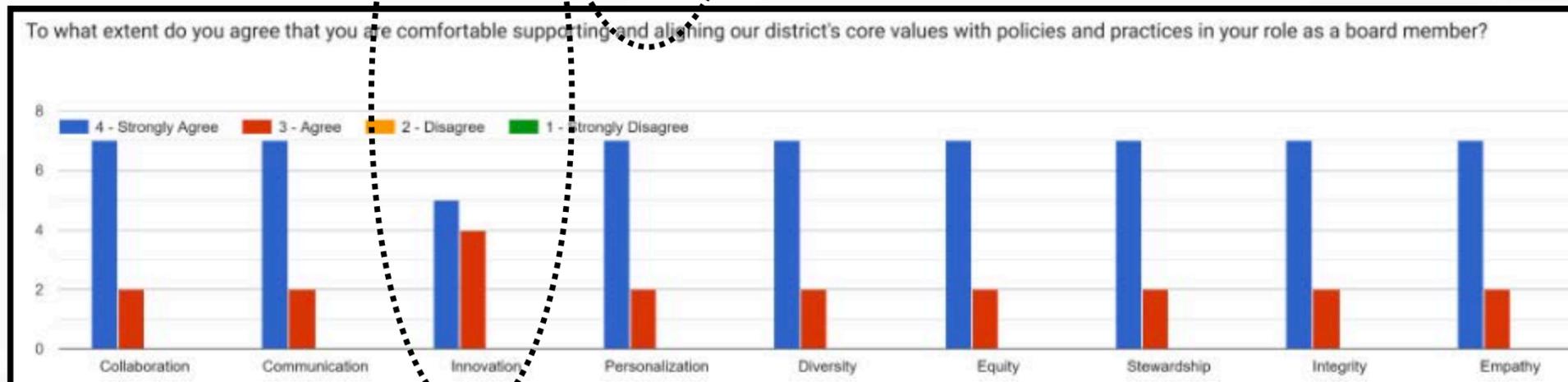
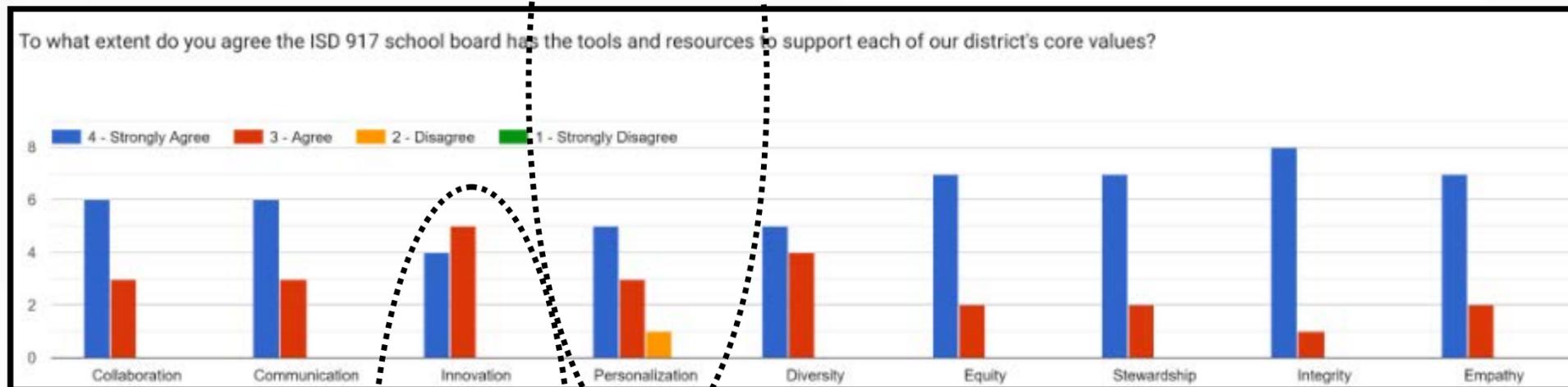
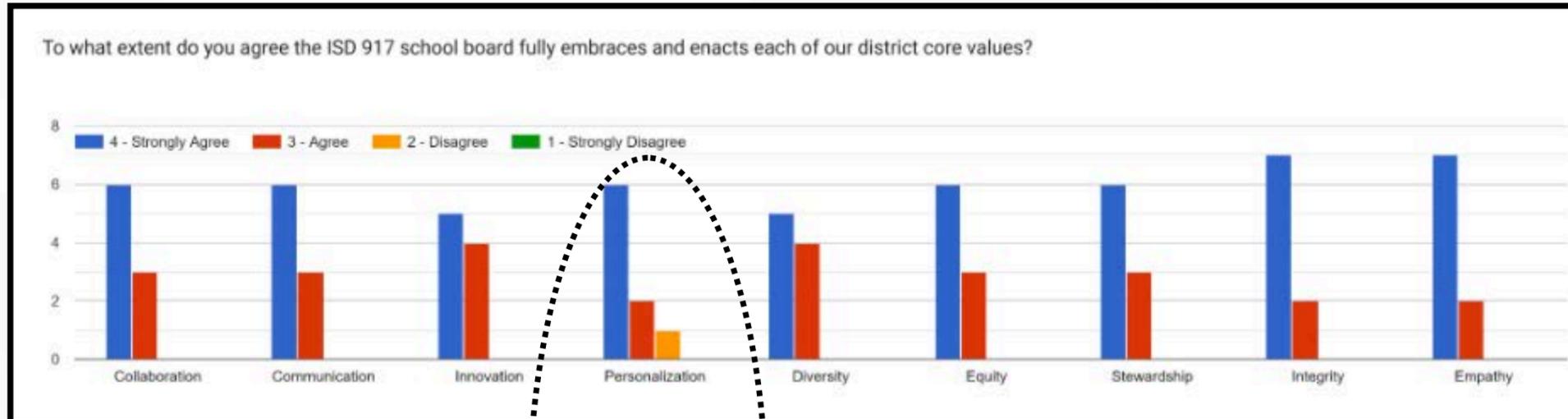
In 2023, the School Board instituted a self-appraisal process to measure their own progress and performance toward this goal and to support continuous improvement at the board level.



# 2024-2025 School Board Self-Appraisal

- A self-appraisal survey was **completed by 100%** of the nine ISD 917 School Board members between 11/20/24 and 12/9/24
- Questions focused on:
  - The extent of the school board embracing and enacting each ISD 917 core value
  - The extent of the school board having the tools and resources to support each ISD 917 core value
  - Board members' comfort level supporting and aligning core values with board policies and practices
  - Proposed supports for board members to further embed core values in governance
  - What to start, stop, and continue during board work sessions
  - What to start, stop, and continue during board meetings

# Embracing & Enacting Core Values



## Core Values Embrace:

For all core values except personalization, 100% of board members (nine of nine) agreed or strongly agreed the ISD 917 school board fully embraces and enacts each of our district core values (collaboration, communication, diversity, empathy, equity, innovation, integrity, & stewardship) and has the tools and resources to support them.

*Personalization and Innovation are areas for growth*

# Self-Appraisal Year-to-Year Comparisons

- Compared with 2023 findings, the ISD 917 School Board demonstrates slight growth in the areas of innovation and stewardship, both of which received 89% agreed or strongly agreed responses in 2023.
- Compared with 2023 findings, the ISD 917 School Board demonstrates a slight decline in the area of personalization which received 100% agreed or strongly agreed responses in 2023.

# Qualitative Findings - Strengths

- **Board Meeting Format:** Board members greatly appreciate the format of the work session followed by the regular board meeting due to the ability to participate in meaningful open discussion during a public meeting and efficiently run regular board meetings
- **Support and Communication:** Board members feel supported and appreciate the communication, collaboration, and cross-district connections of the ISD 917 School Board
- **Financial Reporting:** Board members appreciate the concise, clear, and informative financial reports from the ISD 917 Director of Finance

# Suggestions for Improvement

- **Direct Contact with Staff:** Board members desire more interaction with staff and administration during meetings.
- **Data and Demonstrations:** They want more detailed, up-to-date program data and demonstrations of ISD 917 innovations.
- **Student Voice:** There is a desire for greater emphasis on amplifying student voices.
- **Governance Role:** Reminders to focus on the board's governance role rather than managerial duties.
- **Meeting Attendance:** A wish for more consistent attendance from board members.

# To Consider Starting, Stopping, & Continuing

## Start

- Provide detailed data on individual programs - “take us inside the program without physically going there”
- Move the Pledge of Allegiance to the regular board meeting
- Extending the time of the work session to account for meaningful conversations
- Use AI to support policy wordsmithing

## Stop

- Policy wordsmithing during board meetings

## Continue

- Retain the work session/regular board meeting format
- Continue providing snacks at board meetings
- Maintain efficient use of time during regular board meetings
- Continue fostering open discussion and dialogue



# Thank You For Your Service to ISD 917!

[www.isd917.org](http://www.isd917.org)

**Executive Director of Student Services**  
**Board Update**  
**January 2025**

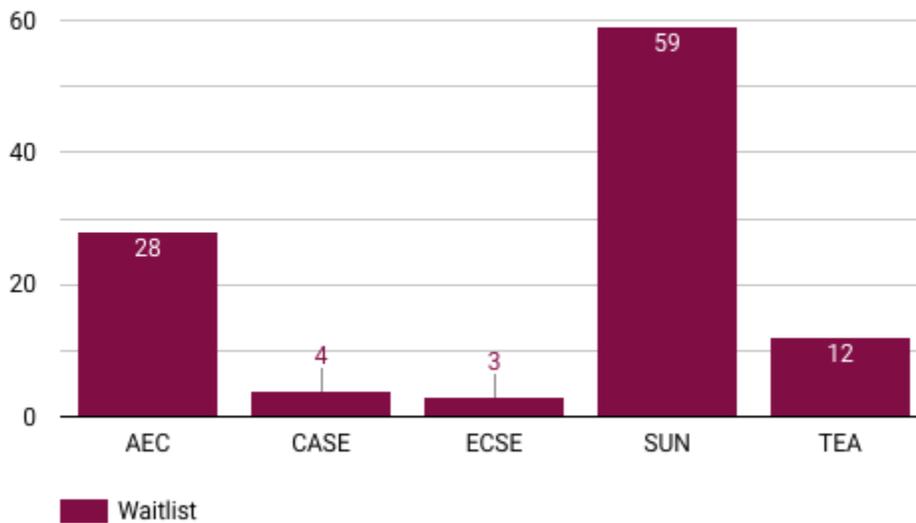
**Collaboration:** Working together to achieve more collectively.

- Paraprofessional recognition week: January 27th through 31st is anticipated to be paraprofessional recognition week. Our administrative team is planning special ways to recognize our educational support professionals this year. Stay tuned for details in February.

**Empathy:** Considering and respecting the perspective and needs of member districts, students, families and staff.

- Intakes: Since December 19, 2024 we have offered 4 intakes (2 are open offers to students soon to be exited from JSC/New Chance), we have held 2 intakes (1 SUN, 1 CASE), and we have 8 intakes scheduled in the next seven calendar days (5 SUN, 3 TEA). We currently have 106 students on the waitlist. Below is a breakdown by program:

Students on waitlist by program



All member district superintendents and directors have access to their specific district information via the Member District Hub.

**Innovation:** Ongoing improvement of programs and services.

- CORE program: We are planning to move forward with the CORE program and are waiting for responses from districts regarding their commitment. Below is a summary of the program that was shared with superintendents:

## **What is the CORE Program?**

It is a program designed for students as an alternative to expulsion.

## **What does the acronym CORE mean?**

**C**oordinated

**O**pportunities for

**R**esilience and

**E**mpowerment

More specifically:

- Coordinated: Ensuring that all supports, from academic to mental health, are integrated and aligned.
- Opportunities: Providing alternative pathways for students to succeed and develop essential life skills.
- Resilience: Building students' ability to overcome challenges through social-emotional learning and restorative practices.
- Empowerment: Empowering students with the tools and supports they need to make positive changes and succeed academically and personally.

In a nutshell, we are focused on creating a supportive and empowering environment for students, enabling them to grow and thrive despite challenges.

## **How do you access the program?**

To access the program, a district must commit by signing [the agreement](#) that outlines the obligations of your district as well as the intermediate school district to provide educational services. It includes financial obligations for access to the CORE program.

## **How much does the program cost?**

For the 2024-2025 school year, the full year cost of the program with 9 member districts each committing to one spot is \$34,158.64. Prorated for the delayed start with 9 member districts each committing to one spot is a cost of \$14,451.74.

## **How do you refer a student to the program?**

If you have a student to refer to the program, you complete [the referral form](#). Once this is received, an intake will be completed.

## **What happens when the student is in the program?**

- At intake, the length of placement is determined. This typically will follow the grading terms of the referring district, a quarter or a

semester. This program is not intended to be a permanent placement for a student but rather a placement that allows them to learn skills necessary to return to their previous educational environment.

- A threat assessment is completed to review the implications of the cause of the referral
- A continuous learning plan will be developed that outlines the students needs and sets goals.
- The referring district will provide a point of contact that will be responsible for coordinating with the teacher or academic liaison in the program to provide necessary curriculum so that the student can continue to progress in their coursework in their original educational environment and thus enhance a more seamless return.

### **When can students start in the program?**

The staff will begin on January 28th. They will set up the space, orient to the building including procedures and meeting staff. They will also begin to review and plan for any potential referrals. Students can begin on February 18th.

**Stewardship:** Managing financial and human resources carefully and responsibly.

- Planning for FY26: At our first Educational Administrative Team meeting in January, we began planning for the upcoming school year. We began our review of the administrative responsibility analysis as well as our staffing for the 2025-2026 school year. In February, a preliminary staffing presentation will be provided.

**Communication:** Multi-dimensional, transparent conversation focused on sharing information and creating a positive learning and working environment.

- District Update: Our monthly district update for December can be accessed [here](#).

**Integrity:** Aligning our actions with our values and beliefs.

- Special education leadership team meeting: On January 13th, we will host individuals from member district special education leadership teams for an annual professional development event. This year, Kate Hulse, Director of Social/Emotional Learning and Support, will lead the group in Story Circles focused on intersectionality which is broadly and simply, understanding how different parts of who we are come together to shape our experiences.

**Personalization:** Building on the strengths and addressing the unique needs of individual students.

- Testing: We are starting to gear up for testing season across the district. On Friday, December 10th, Site Assessment Coordinators met with the District Assessment Coordinator for training on updates and review of testing practices and procedures. Site Assessment Coordinators work closely with case managers and the District Assessment Coordinator to ensure that

students receive the accommodations that they need during testing. ACCESS and Alternate ACCESS testing for our multilingual learners will start at the end of the month and we are so grateful for Hawa Salad, our teacher who supports our multilingual learners.

**Equity:** Intentionally providing opportunities while removing barriers at all levels of the organization.

- Conversation with National Guard: Students in the ISD 917 Deaf/Hard of Hearing Resource program recently had a unique and inspiring experience, virtually meeting three National Guard soldiers stationed in Somalia, Africa, via Google Meet. Major Legris, First Sergeant Wickens, and First Lieutenant Salzman introduced themselves and shared their roles in the Illinois National Guard, explaining their responsibilities and mission abroad.

The soldiers spoke about their peacekeeping efforts, training, and building relationships with local communities. Students' curiosity led to a range of questions—from military life and income to daily living conditions. The soldiers revealed they live in tents and shared amusing stories about local wildlife, including a serval and a tortoise, sparking further questions about their environment.

The soldiers discussed the challenges of being away from family, how they stay connected through calls and video chats, and the logistics of food and supplies—most of which are delivered from Kenya, where one student's family resides.

To show their appreciation, students created thank you cards, paracord bracelets, and ILY pocket hugs—small tokens of gratitude. Students and Staff across ISD 917 Programs also collected donations to send care packages to the soldiers.

This heartfelt exchange gave students a deeper understanding of life for those serving overseas and inspired them to continue supporting our veterans. It was an unforgettable experience for all.

**Diversity:** Appreciating and valuing everyone's unique selves.

- Inclusive Educator Awards: As part of our annual celebration of **Inclusive Schools Week** (December 2–6), ISD 917 proudly recognized 15 exceptional individuals across eight of our member districts and one non-member district with the **Inclusive Educator Awards**. These awards honor the dedication and efforts of educators and support staff who go above and beyond to create inclusive environments that ensure quality education for all students.

Our winners this year represent a diverse group of professionals, including general education teachers and transportation drivers, showcasing the

collective commitment to inclusion from every corner of our educational community.

Each year, ISD 917 service providers nominate individuals they work with who exemplify best practices in inclusion, collaboration, and equity. This initiative not only shines a spotlight on their phenomenal work but also celebrates the critical role inclusion plays in student success across our nine member districts.

We are incredibly proud to recognize these dedicated individuals for their impactful contributions and to continue fostering a culture of inclusivity throughout our district. Thank you to all staff who took the time to nominate a colleague and to all our winners for their continued support in celebrating and advancing our mission of inclusive education.

To access a list of nominees, click [here](#).