

# Regular School Board Meeting

Tuesday, March 4, 2025 5:45 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 Tom Bennett

## III. Conduct Pledge of Allegiance - Chair Tom Bennett *(This was conducted at the Board Work Session prior to this meeting.)*

## IV. Review and Approve the Agenda - Chair Tom Bennett

## V. Consent Items - Chair Tom Bennett *(Communications)*

### V.A.

- Minutes
- Personnel
- Donations
  - Kopp Family
  - Hy-Vee
  - Dakota County Voiture Lasociete Des of Eagan
- Policies
  - 601 School District Curriculum and Instruction Goals
  - 701 Establishment and Adoption of School District Budget
  - 721 Uniform Grant Guidance.

## VI. Finance Director - Mark Johns *(Stewardship)*

### VI.A.

- Bills
- Wire Transfers
- Investment Reports

## VII. New Business - Chair Tom Bennett *(Collaboration)*

VII.A. Approve Joint Powers Agreement for Smoke Free Cohort Services - Dr. Melissa Schaller

VII.B. Approve Maintenance Payments to Member Districts - Mark Johns

## VIII. Policies - Supt. Dr. Michael Favor *(Integrity)*

VIII.A. Approve Policy 533 Wellness Goals for 2024-2025

## IX. Adjournment - Chair Tom Bennett

## INTERMEDIATE SCHOOL DISTRICT 917

A School Board Meeting of the Intermediate School District 917 School Board was held on Tuesday, February 4, 2025, in the 917 Board Room at Dakota County Technical College.

**Members Present:** Kim Baker (to be sworn in at this meeting), Lesley Chester, Monica Weber, Cindy Nordstrom, Lisa Ehleringer, Byron Schwab, Hannah Simmons, Mark Zuzek, and ex-officio member Superintendent Dr. Michael Favor.

**Members Absent:** Tom Bennett

**Also Present:** Brooke Peterson, Melissa Schaller, Mark Johns, Kate Hulse, Nicole Flesner, Wendi Renken, Stephanie Betley, Taylor Lovin, and Megan Dietrich.

School Board Vice Chair Cindy Nordstrom called the meeting to order at 6:22 PM.

The Pledge of Allegiance was conducted in the Board Work session prior to this meeting.

There were no visitors to be heard.

1. Motion by Hannah Simmons, seconded by Monica Weber, to approve the agenda. Voting aye: Kim Baker, Lesley Chester, Monica Weber, Cindy Nordstrom, Lisa Ehleringer, Hannah Simmons, Byron Schwab, Mark Zuzek. Voting naye: None. Motion carried.

Stephanie Betley introduced the Winter Licensed Employee of the Quarter Wendi Renken.

Taylor Lovin introduced the Winter Non-Licensed Employee of the Quarter: Megan Dietrich.

2. Motion by Mark Zuzek, seconded by Byron Schwab, to approve the consent items, as presented. Voting aye: Kim Baker, Lesley Chester, Monica Weber, Cindy Nordstrom, Lisa Ehleringer, Hannah Simmons, Byron Schwab, Mark Zuzek. Voting naye: None. Motion carried.
  - **Minutes:** January 13, 2025, Organizational and Regular School Board Meeting
  - **Personnel:** *New hires:* Sarayea Armstrong, Education Support Professional, effective January 28, 2025. Timothy Bluhm, Education Support Professional, effective January 22, 2025. Andrea Duesing, Education Support Professional, effective January 23, 2025. Cristina Garcia, Education Support Professional, effective January 29, 2025. Roody Joinvil, Education Support Professional, effective February 4, 2025. Abigail Thames, Education Support Professional, effective January 15, 2025. Melissa Torres, Administrative Assistant of SpEd, effective January 13, 2025. *Rehires:* Mollie Peltier, Intervener Support Professional, effective January 28, 2025. *Change in Status:* Allison Blanchard, Teacher to Education Support Professional, effective January 13, 2025. *Resignations and terminations:* Kasandra Andersen, Education Support Professional, effective February 13, 2025. Eileen Bonnert, Health Associate, effective January 31, 2025. Rhonda Bulger, Licensed School Nurse, December 20, 2024. Abigail Wisneski, Education Support Professional, effective January 24, 2025. *Retirements:* Don Budach, Assistant Director of SpEd, effective June 30, 2025. Pearl Devenow, Teacher, effective June 12, 2025.
3. Motion by Byron Schwab, seconded by Lisa Ehleringer, to approve the bills from January 1, 2025, to January 27, 2025, Investment Report and wire transfers, as presented by the Director of Finance. Voting aye: Kim Baker, Lesley Chester, Monica Weber, Cindy Nordstrom, Lisa Ehleringer, Hannah Simmons, Byron Schwab, Mark Zuzek. Voting naye: None. Motion carried.

4. Motion by Hannah Simmons, seconded by Lisa Ehleringer, to approve the revised Budget for 2024-2025 as presented by the Director of Finance. Voting aye: Kim Baker, Lesley Chester, Monica Weber, Cindy Nordstrom, Lisa Ehleringer, Hannah Simmons, Byron Schwab, Mark Zuzek. Voting naye: None. Motion carried. (Addendum A.)
  
5. Board Member Mark Zuzek, introduced the following resolution and waived the reading: Resolution Directing Administration to Make Recommendations for Reductions in Programs and Positions and Reasons Therefore. The motion for the adoption of the foregoing resolution was duly seconded by Byron Schwab, and upon vote being taken thereon, the following voted in favor thereof: Voting aye: Kim Baker, Lesley Chester, Monica Weber, Cindy Nordstrom, Lisa Ehleringer, Hannah Simmons, Byron Schwab, Mark Zuzek, and the following voted against the same: None. Motion carried. (Addendum B.)
  
6. Motion by Byron Schwab, seconded by Hannah Simmons, to adjourn the meeting. There was a unanimous vote to adjourn.

There being no further business the meeting adjourned at 6:32 PM.

The next regular School Board Meeting will be Tuesday, March 4, 2025 at 5:45 PM.

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Clerk

**SUMMARY OF PERSONNEL ITEMS RECOMMENDED FOR  
ACTION AT BOARD MEETING OF March 4, 2025.**

**NEW HIRES:**

Asha Abdurahman, Education Support Professional, effective February 3, 2025.

Diamonique Williams, Education Support Professional, effective February 27, 2025.

Bethany Aaker, Teacher, effective August 19, 2025.

**RE-HIRES:**

Laura Miles, Education Support Professional, effective February 4, 2025.

**CHANGE IN STATUS:**

**LEAVES OF ABSENCE:**

**RESIGNATION & TERMINATIONS:**

Christopher Devine, Secondary Principal, effective June 30, 2025.

Lori Klein, Assistant Principal, effective June 30, 2025.

Monique Marple, Board Certified Behavior Analyst, effective March 7, 2025.

**RETIREMENT:**

Linda Berg, Executive Administrative Assistant to the Superintendent, effective August 1, 2025.

Beverly Bauer, Education Support Professional, effective June 13, 2025.



**Intermediate School District 917**

*Purposeful. Personalized. Partners.*

1300 145th Street East, Rosemount, MN 55068

(651) 423-8229 \* <http://www.isd917.org>

February 13, 2025

Kopp Family Foundation  
Attn: Lindsey Lang  
8500 Normandale Lake Blvd., Suite 475  
Bloomington, MN 55437

Lindsey,

Thank you for your generous monetary donation. It will be used to support students at Lebanon Education Center. It will be used for anything the students need to be successful in school. For example, medications, backpacks, clothes, glasses, haircuts, etc. Your donation is greatly appreciated!

Sincerely,

Melissa Schaller, Ph.D.  
Executive Director of Student Services  
651-423-8204

ISD 917 Vision

Intermediate School District 917 models an innovative culture with diverse pathways serving students and families through equitable practices with highly trained staff.

ISD 917 Core Values

Collaboration \* Empathy \* Innovation \* Stewardship \* Communication \* Integrity \* Personalization \* Equity \* Diversity



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February 13, 2025

Dakota County Voiture 1457 Lasociete Des  
Attn: Richard Bulthuis  
2074 Shale Ln.  
Eagan, MN 55122-2075

Richard,

Thank you for the generous monetary donation for the TESA spring formal! Your donation is greatly appreciated and enjoyed by the students and staff in our TESA program!

Sincerely,

Melissa Schaller, Ph.D.  
Executive Director of Student Services  
651-423-8204

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February 13, 2025

Kelsey Nelson, Assistant Manager of Health, Wellness & Home  
Hy-Vee, Inc.  
16150 Pilot Knob Road  
Lakeville, MN 55044

Kelsey,

Thank you for the generous and delicious donation of 7 dozen donuts to our Concord Education Center program. They were thoroughly enjoyed by our staff in recognition of Education Support Professionals Week. Thank you again for your donation!

Sincerely,

Melissa Schaller, Ph.D.  
Executive Director of Student Services  
651-423-8204

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Dr. Michael Favor

TO: School Board  
FROM: Dr. Michael Favor  
DATE: March 4, 2025  
RE: Policies

The policies listed below are a final reading. These should have been on the consent items for February so it is on consent items now.

- **601 School District Curriculum and Instruction Goals.** Remove WBWF (World's Best Workforce).
- **701 Establishment and Adoption of School District Budget.** Adds explicit authority for the board to use reserve funds.
- **721 Uniform Grant Guidance.** Update Uniform Grant Guidance equipment definition and small purchase procedure dollar amount; add cybersecurity requirement.

## **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)

*Intermediate School District 917 Policy 701 Establishment and Adoption  
of School District Budget  
Board reviewed, June 6, 2017  
Board revised November 1, 2022  
Board Reviewed, final reading March 4, 2025*

## **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)

*Intermediate School District Policy 721 Uniform Grant Guidance Policy Regarding Federal Revenue Sources*  
*Board Approved August 16, 2016*  
*Board reviewed October 4, 2022*  
*Board revised, final reading, March 4, 2025*

**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)

| CHECK NUMBER | ISSUE DATE | VENDOR                              | STATUS | TOTAL      | DESCRIPTION            |
|--------------|------------|-------------------------------------|--------|------------|------------------------|
| 1909169      | 02/05/2025 | 917 PROGRAM ASST EDU ASSOCIATION    | V      | (3,969.79) | VOID MANUAL CHECK      |
| 1909232      | 02/05/2025 | 917 PROGRAM ASST EDU ASSOCIATION    | V      | (3,855.26) | VOID MANUAL CHECK      |
| 1909264      | 02/19/2025 | PAWS FOR LEARNING, INC              | V      | (925.00)   | VOID MANUAL CHECK      |
| 1909338      | 02/05/2025 | 917 PROGRAM ASST EDU ASSOCIATION    | V      | (3,855.26) | VOID MANUAL CHECK      |
| 1909415      | 02/05/2025 | 917 PROGRAM ASST EDU ASSOCIATION    | V      | (3,829.68) | VOID MANUAL CHECK      |
| 1909447      | 02/05/2025 | 917 PROGRAM ASST EDU ASSOCIATION    | V      | (3,807.29) | VOID MANUAL CHECK      |
| 1909492      | 02/07/2025 | AMY MURRAY                          | V      | (46.14)    | VOID MANUAL CHECK      |
| 1909527      | 02/05/2025 | 917 PROGRAM ASST EDU ASSOCIATION    | V      | (3,848.99) | VOID MANUAL CHECK      |
| 1909589      | 02/05/2025 | 917 PROGRAM ASST EDU ASSOCIATION    | V      | (3,823.41) | VOID MANUAL CHECK      |
| 1909647      | 02/05/2025 | 917 PROGRAM ASST EDU ASSOCIATION    | V      | (3,823.41) | VOID MANUAL CHECK      |
| 1909677      | 01/31/2025 | CENTURYLINK                         | R      | 1,165.67   | ACCOUNTS PAYABLE CHECK |
| 1909678      | 01/31/2025 | DELL MARKETING L.P.                 | R      | 722.40     | ACCOUNTS PAYABLE CHECK |
| 1909679      | 01/31/2025 | FRONTIER COMMUNICATIONS             | R      | 531.06     | ACCOUNTS PAYABLE CHECK |
| 1909680      | 01/31/2025 | GUNNAR ELECTRIC INC.                | R      | 2,051.63   | ACCOUNTS PAYABLE CHECK |
| 1909681      | 01/31/2025 | INTEGRATED PROTECTION SYSTEMS INC   | R      | 281.00     | ACCOUNTS PAYABLE CHECK |
| 1909682      | 01/31/2025 | MENARDS                             | R      | 24.87      | ACCOUNTS PAYABLE CHECK |
| 1909683      | 01/31/2025 | OUTDOOR IMAGES, INC                 | R      | 155.00     | ACCOUNTS PAYABLE CHECK |
| 1909684      | 01/31/2025 | REPUBLIC SERVICES #923              | R      | 356.36     | ACCOUNTS PAYABLE CHECK |
| 1909685      | 01/31/2025 | XCEL ENERGY                         | R      | 10,240.12  | ACCOUNTS PAYABLE CHECK |
| 1909686      | 02/05/2025 | ESP LOCAL 4242                      | R      | 30,813.09  | ACCOUNTS PAYABLE CHECK |
| 1909687      | 02/05/2025 | WISCONSIN SCTF                      | R      | 845.39     | ACCOUNTS PAYABLE CHECK |
| 1909688      | 02/05/2025 | EDUCATION MINNESOTA, LOCAL 3904     | R      | 9,265.11   | ACCOUNTS PAYABLE CHECK |
| 1909689      | 02/05/2025 | ESP LOCAL 4242                      | R      | 3,797.83   | ACCOUNTS PAYABLE CHECK |
| 1909690      | 02/05/2025 | FTC                                 | R      | 1,365.83   | ACCOUNTS PAYABLE CHECK |
| 1909691      | 02/05/2025 | O.P.E.I.U., LOCAL 12                | R      | 458.86     | ACCOUNTS PAYABLE CHECK |
| 1909692      | 02/05/2025 | RELATED SERVICES NURSES ESP         | R      | 170.34     | ACCOUNTS PAYABLE CHECK |
| 1909693      | 02/07/2025 | AMY MURRAY                          | R      | 46.14      | ACCOUNTS PAYABLE CHECK |
| 1909694      | 02/07/2025 | ARVIG ENTERPRISES, INC              | R      | 2,240.71   | ACCOUNTS PAYABLE CHECK |
| 1909695      | 02/07/2025 | CENTURYLINK                         | R      | 564.65     | ACCOUNTS PAYABLE CHECK |
| 1909696      | 02/07/2025 | CITY OF INVER GROVE HTS             | R      | 290.08     | ACCOUNTS PAYABLE CHECK |
| 1909697      | 02/07/2025 | DAKOTA AWARDS & ENGRAVING           | R      | 15.00      | ACCOUNTS PAYABLE CHECK |
| 1909698      | 02/07/2025 | FRONTIER COMMUNICATIONS             | R      | 763.60     | ACCOUNTS PAYABLE CHECK |
| 1909699      | 02/07/2025 | RELIABLE MEDICAL                    | R      | 2,490.00   | ACCOUNTS PAYABLE CHECK |
| 1909700      | 02/07/2025 | SONOVA USA INC.                     | R      | 598.98     | ACCOUNTS PAYABLE CHECK |
| 1909701      | 02/07/2025 | VERIZON WIRELESS                    | R      | 1,044.78   | ACCOUNTS PAYABLE CHECK |
| 1909702      | 02/14/2025 | AESA                                | R      | 4,450.00   | ACCOUNTS PAYABLE CHECK |
| 1909703      | 02/14/2025 | CUB FOODS BLOOMINGTON               | R      | 89.34      | ACCOUNTS PAYABLE CHECK |
| 1909704      | 02/14/2025 | CUB FOODS - ROSEMOUNT               | R      | 274.87     | ACCOUNTS PAYABLE CHECK |
| 1909705      | 02/14/2025 | FARMINGTON COMMUNITY EDUCATION      | R      | 342.00     | ACCOUNTS PAYABLE CHECK |
| 1909706      | 02/14/2025 | IND SCH DIST 195                    | R      | 690.00     | ACCOUNTS PAYABLE CHECK |
| 1909707      | 02/14/2025 | INVER HILLS COMMUNITY COLLEGE       | R      | 25.85      | ACCOUNTS PAYABLE CHECK |
| 1909708      | 02/14/2025 | KAREN CASS FELLING, M.A., LP        | R      | 1,500.00   | ACCOUNTS PAYABLE CHECK |
| 1909709      | 02/14/2025 | MASA                                | R      | 407.00     | ACCOUNTS PAYABLE CHECK |
| 1909710      | 02/14/2025 | MENARDS                             | R      | 201.18     | ACCOUNTS PAYABLE CHECK |
| 1909711      | 02/14/2025 | MRI INTERMEDIATE HOLDINGS, LLC      | R      | 259.95     | ACCOUNTS PAYABLE CHECK |
| 1909712      | 02/14/2025 | NESSIM AND ASSOCIATES               | R      | 190.00     | ACCOUNTS PAYABLE CHECK |
| 1909713      | 02/14/2025 | SOUTHWEST WEST CENTRAL SERVICE CORP | R      | 60.00      | ACCOUNTS PAYABLE CHECK |
| 1909714      | 02/14/2025 | THERAPY NOTES, LLC                  | R      | 329.00     | ACCOUNTS PAYABLE CHECK |
| 1909715      | 02/14/2025 | APPLE COMPUTER, INC                 | R      | 987.00     | ACCOUNTS PAYABLE CHECK |
| 1909716      | 02/14/2025 | DELL MARKETING L.P.                 | R      | 402.48     | ACCOUNTS PAYABLE CHECK |
| 1909717      | 02/14/2025 | MN ENERGY RESOURCES CORPORATION     | R      | 2,541.75   | ACCOUNTS PAYABLE CHECK |
| 1909718      | 02/14/2025 | NOOKLY, INC                         | R      | 300.00     | ACCOUNTS PAYABLE CHECK |
| 1909719      | 02/14/2025 | SCHMITTY & SONS                     | R      | 470.34     | ACCOUNTS PAYABLE CHECK |
| 1909720      | 02/14/2025 | SO ST PAUL STEEL SUPPLY CO, INC     | R      | 384.50     | ACCOUNTS PAYABLE CHECK |
| 1909721      | 02/14/2025 | TECHNOLOGY BY DESIGN, LLC           | R      | 608.00     | ACCOUNTS PAYABLE CHECK |
| 1909722      | 02/19/2025 | WISCONSIN SCTF                      | R      | 845.39     | ACCOUNTS PAYABLE CHECK |
| 1909723      | 02/19/2025 | EDUCATION MINNESOTA, LOCAL 3904     | R      | 9,265.11   | ACCOUNTS PAYABLE CHECK |
| 1909724      | 02/19/2025 | ESP LOCAL 4242                      | R      | 3,746.67   | ACCOUNTS PAYABLE CHECK |

| CHECK NUMBER | ISSUE DATE | VENDOR                              | STATUS | TOTAL     | DESCRIPTION              |
|--------------|------------|-------------------------------------|--------|-----------|--------------------------|
| 1909725      | 02/19/2025 | FTC                                 | R      | 1,365.83  | ACCOUNTS PAYABLE CHECK   |
| 1909726      | 02/19/2025 | O.P.E.I.U., LOCAL 12                | R      | 419.70    | ACCOUNTS PAYABLE CHECK   |
| 1909727      | 02/19/2025 | RELATED SERVICES NURSES ESP         | R      | 126.50    | ACCOUNTS PAYABLE CHECK   |
| 1909728      | 02/21/2025 | BAMBOO PROFESSIONALS, LLC           | R      | 2,190.00  | ACCOUNTS PAYABLE CHECK   |
| 1909729      | 02/21/2025 | BENEFIT EXTRAS, INC                 | R      | 486.49    | ACCOUNTS PAYABLE CHECK   |
| 1909730      | 02/21/2025 | CENTERPOINT ENERGY                  | R      | 1,507.35  | ACCOUNTS PAYABLE CHECK   |
| 1909731      | 02/21/2025 | DAKOTA COUNTY SHERIFF               | R      | 52,657.50 | ACCOUNTS PAYABLE CHECK   |
| 1909732      | 02/21/2025 | PEARSON ASSESSMENT/NCS PEARSON      | R      | 861.00    | ACCOUNTS PAYABLE CHECK   |
| 1909733      | 02/21/2025 | PLAY THERAPY SUPPLY                 | R      | 89.94     | ACCOUNTS PAYABLE CHECK   |
| 1909734      | 02/21/2025 | SOUTHPAW ENTERPRISES                | R      | 4,163.48  | ACCOUNTS PAYABLE CHECK   |
| V4002434     | 02/10/2025 | ALDI                                | R      | 526.97    | ACCOUNTS PAYABLE VOUCHER |
| V4002435     | 02/10/2025 | ALL IN ONE POSTER COMPANY           | R      | 185.00    | ACCOUNTS PAYABLE VOUCHER |
| V4002436     | 02/10/2025 | AMERGIS                             | V      | -         | VOID: MULTI STUB VOUCHER |
| V4002437     | 02/10/2025 | AMERGIS                             | R      | 36,232.62 | ACCOUNTS PAYABLE VOUCHER |
| V4002438     | 02/10/2025 | BAYADA HOME HEALTH CARE             | R      | 1,109.00  | ACCOUNTS PAYABLE VOUCHER |
| V4002439     | 02/10/2025 | BUG BUSTERS, INC                    | R      | 345.00    | ACCOUNTS PAYABLE VOUCHER |
| V4002440     | 02/10/2025 | WELLS FARGO                         | R      | 797.14    | ACCOUNTS PAYABLE VOUCHER |
| V4002441     | 02/10/2025 | OPENAI                              | R      | 60.00     | ACCOUNTS PAYABLE VOUCHER |
| V4002442     | 02/10/2025 | CITY OF APPLE VALLEY                | R      | 386.69    | ACCOUNTS PAYABLE VOUCHER |
| V4002443     | 02/10/2025 | CITY OF INVER GROVE HTS             | R      | 348.27    | ACCOUNTS PAYABLE VOUCHER |
| V4002444     | 02/10/2025 | CUB FOODS - ROSEMOUNT               | R      | 46.63     | ACCOUNTS PAYABLE VOUCHER |
| V4002445     | 02/10/2025 | GOOGLE HQ                           | R      | 2,598.22  | ACCOUNTS PAYABLE VOUCHER |
| V4002446     | 02/10/2025 | INDEED, INC                         | R      | 1,122.23  | ACCOUNTS PAYABLE VOUCHER |
| V4002447     | 02/10/2025 | INNOVATIVE OFFICE SOLUTIONS         | R      | 3,241.37  | ACCOUNTS PAYABLE VOUCHER |
| V4002448     | 02/10/2025 | MACMH (MN ASSOC FOR CHILDREN'S MENT | R      | 405.00    | ACCOUNTS PAYABLE VOUCHER |
| V4002449     | 02/10/2025 | MAXI AIDS, INC                      | R      | 291.10    | ACCOUNTS PAYABLE VOUCHER |
| V4002450     | 02/10/2025 | MENARDS                             | R      | 6,499.86  | ACCOUNTS PAYABLE VOUCHER |
| V4002451     | 02/10/2025 | MICROSONIC                          | R      | 344.40    | ACCOUNTS PAYABLE VOUCHER |
| V4002452     | 02/10/2025 | MN SCHOOL PSYCHOLOGISTS ASSN        | R      | 930.00    | ACCOUNTS PAYABLE VOUCHER |
| V4002453     | 02/10/2025 | MNACTE                              | R      | 400.00    | ACCOUNTS PAYABLE VOUCHER |
| V4002454     | 02/10/2025 | RIFTON EQ/COMMUNITY PRODUCTS LLC    | R      | 205.25    | ACCOUNTS PAYABLE VOUCHER |
| V4002455     | 02/10/2025 | SONOVA USA INC.                     | R      | 407.99    | ACCOUNTS PAYABLE VOUCHER |
| V4002456     | 02/10/2025 | THE HOME DEPOT PRO                  | R      | 1,767.19  | ACCOUNTS PAYABLE VOUCHER |
| V4002457     | 02/10/2025 | UNIVERSAL CLEANING SERVICES         | R      | 7,947.50  | ACCOUNTS PAYABLE VOUCHER |
| V4002458     | 02/10/2025 | WESTONE LABORATORIES INC.           | R      | 299.95    | ACCOUNTS PAYABLE VOUCHER |
| V6607778     | 02/20/2025 | MARTHA JOAN ALLEN                   | R      | 208.60    | ACCOUNTS PAYABLE VOUCHER |
| V6607779     | 02/20/2025 | ANN CATHERINE ALLEN                 | R      | 434.02    | ACCOUNTS PAYABLE VOUCHER |
| V6607780     | 02/20/2025 | KELSIE K ARCH                       | R      | 98.70     | ACCOUNTS PAYABLE VOUCHER |
| V6607781     | 02/20/2025 | KIM MARIE AUSTIN                    | R      | 443.10    | ACCOUNTS PAYABLE VOUCHER |
| V6607782     | 02/20/2025 | TREVOR R BAILEY                     | R      | 90.00     | ACCOUNTS PAYABLE VOUCHER |
| V6607783     | 02/20/2025 | KEITH JAMES BARTHOLOMAUS            | R      | 162.40    | ACCOUNTS PAYABLE VOUCHER |
| V6607784     | 02/20/2025 | JODY A BAUER                        | R      | 14.70     | ACCOUNTS PAYABLE VOUCHER |
| V6607785     | 02/20/2025 | LINDA JO BERG                       | R      | 90.00     | ACCOUNTS PAYABLE VOUCHER |
| V6607786     | 02/20/2025 | STEPHANIE BETLEY                    | R      | 90.00     | ACCOUNTS PAYABLE VOUCHER |
| V6607787     | 02/20/2025 | MICHAEL JASON BIBRO                 | R      | 648.69    | ACCOUNTS PAYABLE VOUCHER |
| V6607788     | 02/20/2025 | AMANDA JO BOEHMER                   | R      | 90.00     | ACCOUNTS PAYABLE VOUCHER |
| V6607789     | 02/20/2025 | AIMEE BOONE                         | R      | 39.20     | ACCOUNTS PAYABLE VOUCHER |
| V6607790     | 02/20/2025 | DON JAMES BUDACH                    | R      | 206.20    | ACCOUNTS PAYABLE VOUCHER |
| V6607791     | 02/20/2025 | LESLEY ANNE CHESTER                 | R      | 18.20     | ACCOUNTS PAYABLE VOUCHER |
| V6607792     | 02/20/2025 | BETHANY LEIGH CHRISTIANSON          | R      | 53.20     | ACCOUNTS PAYABLE VOUCHER |
| V6607793     | 02/20/2025 | EMILY MARGARET MATULA               | R      | 300.30    | ACCOUNTS PAYABLE VOUCHER |
| V6607794     | 02/20/2025 | CRAIG ALAN CURTIS                   | R      | 446.70    | ACCOUNTS PAYABLE VOUCHER |
| V6607795     | 02/20/2025 | CHRISTOPHER GORDON DEVINE           | R      | 389.60    | ACCOUNTS PAYABLE VOUCHER |
| V6607796     | 02/20/2025 | AMANDA R ECKRE                      | R      | 78.60     | ACCOUNTS PAYABLE VOUCHER |
| V6607797     | 02/20/2025 | LISA A EHLERINGER                   | R      | 26.60     | ACCOUNTS PAYABLE VOUCHER |
| V6607798     | 02/20/2025 | SHAE K ELLIOTT                      | R      | 233.50    | ACCOUNTS PAYABLE VOUCHER |
| V6607799     | 02/20/2025 | KATHERINE DIANE ENGEL               | R      | 65.10     | ACCOUNTS PAYABLE VOUCHER |
| V6607800     | 02/20/2025 | MICHAEL LEONARD FAVOR               | R      | 173.60    | ACCOUNTS PAYABLE VOUCHER |

| CHECK NUMBER | ISSUE DATE | VENDOR                     | STATUS | TOTAL  | DESCRIPTION              |
|--------------|------------|----------------------------|--------|--------|--------------------------|
| V6607801     | 02/20/2025 | SOFIE L FITZSIMMONS        | R      | 113.40 | ACCOUNTS PAYABLE VOUCHER |
| V6607802     | 02/20/2025 | ANGELITA LEE FLEMING       | R      | 23.10  | ACCOUNTS PAYABLE VOUCHER |
| V6607803     | 02/20/2025 | NICOLE K FLESNER           | R      | 90.00  | ACCOUNTS PAYABLE VOUCHER |
| V6607804     | 02/20/2025 | SHERILYN FAYE FRISQUE      | R      | 548.10 | ACCOUNTS PAYABLE VOUCHER |
| V6607805     | 02/20/2025 | CHRISTINA ANN TUOHY        | R      | 93.80  | ACCOUNTS PAYABLE VOUCHER |
| V6607806     | 02/20/2025 | MARION E GRAHAM            | R      | 21.00  | ACCOUNTS PAYABLE VOUCHER |
| V6607807     | 02/20/2025 | CASSIE J. GROFF            | R      | 86.80  | ACCOUNTS PAYABLE VOUCHER |
| V6607808     | 02/20/2025 | MEGAN KRISTINE HAROLDSON   | R      | 394.88 | ACCOUNTS PAYABLE VOUCHER |
| V6607809     | 02/20/2025 | LEAH HANISCH HARRIS        | R      | 40.60  | ACCOUNTS PAYABLE VOUCHER |
| V6607810     | 02/20/2025 | PETER ALLYN HENDRICKS      | R      | 312.13 | ACCOUNTS PAYABLE VOUCHER |
| V6607811     | 02/20/2025 | SARA ASHLEY HENRY          | R      | 410.20 | ACCOUNTS PAYABLE VOUCHER |
| V6607812     | 02/20/2025 | JENNIFER AMY HETLAND       | R      | 90.00  | ACCOUNTS PAYABLE VOUCHER |
| V6607813     | 02/20/2025 | MELISSA ROCHELL HO         | R      | 140.90 | ACCOUNTS PAYABLE VOUCHER |
| V6607814     | 02/20/2025 | JUSTIN DAVID HOELSCHER     | R      | 90.00  | ACCOUNTS PAYABLE VOUCHER |
| V6607815     | 02/20/2025 | KATE SCHNEEWEIS HULSE      | R      | 150.23 | ACCOUNTS PAYABLE VOUCHER |
| V6607816     | 02/20/2025 | SARAH CAITLIN IDEEN        | R      | 45.00  | ACCOUNTS PAYABLE VOUCHER |
| V6607817     | 02/20/2025 | KATHLEEN ELIZABETH IRELAND | R      | 184.92 | ACCOUNTS PAYABLE VOUCHER |
| V6607818     | 02/20/2025 | CINDY LOU JACOBS           | R      | 72.44  | ACCOUNTS PAYABLE VOUCHER |
| V6607819     | 02/20/2025 | MARK W JOHNS               | R      | 90.00  | ACCOUNTS PAYABLE VOUCHER |
| V6607820     | 02/20/2025 | SARAH LYNN JOHNSON         | R      | 184.10 | ACCOUNTS PAYABLE VOUCHER |
| V6607821     | 02/20/2025 | AMY TAMARAH WOLF KAUFMAN   | R      | 240.80 | ACCOUNTS PAYABLE VOUCHER |
| V6607822     | 02/20/2025 | PENNY S KENT               | R      | 10.50  | ACCOUNTS PAYABLE VOUCHER |
| V6607823     | 02/20/2025 | LORI ANN KLEIN             | R      | 203.90 | ACCOUNTS PAYABLE VOUCHER |
| V6607824     | 02/20/2025 | CAROL LEIGH KURTEN         | R      | 28.00  | ACCOUNTS PAYABLE VOUCHER |
| V6607825     | 02/20/2025 | CORY LEE LANGENFELD        | R      | 90.00  | ACCOUNTS PAYABLE VOUCHER |
| V6607826     | 02/20/2025 | BETSY SUE LARSEN           | R      | 317.10 | ACCOUNTS PAYABLE VOUCHER |
| V6607827     | 02/20/2025 | SARAH MARIE LUDEWIG        | R      | 180.60 | ACCOUNTS PAYABLE VOUCHER |
| V6607828     | 02/20/2025 | ERIN JEAN MAHNKE           | R      | 90.00  | ACCOUNTS PAYABLE VOUCHER |
| V6607829     | 02/20/2025 | MONIQUE NICOLE MARPLE      | R      | 65.10  | ACCOUNTS PAYABLE VOUCHER |
| V6607830     | 02/20/2025 | KIM MARIE MARTIN           | R      | 140.44 | ACCOUNTS PAYABLE VOUCHER |
| V6607831     | 02/20/2025 | CATHLEEN CAROL MATTICE     | R      | 45.00  | ACCOUNTS PAYABLE VOUCHER |
| V6607832     | 02/20/2025 | SHARRI HELENE MCGIBBON     | R      | 45.00  | ACCOUNTS PAYABLE VOUCHER |
| V6607833     | 02/20/2025 | NOELLE K MEYER             | R      | 129.44 | ACCOUNTS PAYABLE VOUCHER |
| V6607834     | 02/20/2025 | STEPHANIE LYNN MUNNS       | R      | 16.80  | ACCOUNTS PAYABLE VOUCHER |
| V6607835     | 02/20/2025 | CLAIRE M NACHTWEY          | R      | 39.20  | ACCOUNTS PAYABLE VOUCHER |
| V6607836     | 02/20/2025 | JO ANN MARISKA NAGY        | R      | 45.00  | ACCOUNTS PAYABLE VOUCHER |
| V6607837     | 02/20/2025 | RACHEL LOIS NASAL          | R      | 5.46   | ACCOUNTS PAYABLE VOUCHER |
| V6607838     | 02/20/2025 | MATTHEW HARRISON NEWQUIST  | R      | 24.38  | ACCOUNTS PAYABLE VOUCHER |
| V6607839     | 02/20/2025 | CINDY L NORDSTROM          | R      | 11.90  | ACCOUNTS PAYABLE VOUCHER |
| V6607840     | 02/20/2025 | RACHEL ERIN NOVY           | R      | 45.00  | ACCOUNTS PAYABLE VOUCHER |
| V6607841     | 02/20/2025 | TARYN ALEXIS NYGARD        | R      | 9.10   | ACCOUNTS PAYABLE VOUCHER |
| V6607842     | 02/20/2025 | ALICIA JOY ODELL           | R      | 158.90 | ACCOUNTS PAYABLE VOUCHER |
| V6607843     | 02/20/2025 | CHARLOTTE ROSE OLSON       | R      | 21.70  | ACCOUNTS PAYABLE VOUCHER |
| V6607844     | 02/20/2025 | ROSALIE L PALAN            | R      | 27.30  | ACCOUNTS PAYABLE VOUCHER |
| V6607845     | 02/20/2025 | JACKIE MARIE PAULEY        | R      | 90.00  | ACCOUNTS PAYABLE VOUCHER |
| V6607846     | 02/20/2025 | EMILY COLLEEN GOODSON      | R      | 45.00  | ACCOUNTS PAYABLE VOUCHER |
| V6607847     | 02/20/2025 | HOLLY MARIE PEMBLE         | R      | 231.39 | ACCOUNTS PAYABLE VOUCHER |
| V6607848     | 02/20/2025 | BRITT EMILY PENNINGTON     | R      | 8.40   | ACCOUNTS PAYABLE VOUCHER |
| V6607849     | 02/20/2025 | JENNIFER MAE PETERSEN      | R      | 163.30 | ACCOUNTS PAYABLE VOUCHER |
| V6607850     | 02/20/2025 | AMELIA G PETERSON          | R      | 19.60  | ACCOUNTS PAYABLE VOUCHER |
| V6607851     | 02/20/2025 | BROOKE ALLYSON PETERSON    | R      | 90.00  | ACCOUNTS PAYABLE VOUCHER |
| V6607852     | 02/20/2025 | CAROLINE ROSE PETERSON     | R      | 539.07 | ACCOUNTS PAYABLE VOUCHER |
| V6607853     | 02/20/2025 | EMILY ANN PFISTERER        | R      | 355.18 | ACCOUNTS PAYABLE VOUCHER |
| V6607854     | 02/20/2025 | MEGAN E PLOTTS             | R      | 64.40  | ACCOUNTS PAYABLE VOUCHER |
| V6607855     | 02/20/2025 | BRIAN J PRICE              | R      | 189.56 | ACCOUNTS PAYABLE VOUCHER |
| V6607856     | 02/20/2025 | ANJALI RAO                 | R      | 81.20  | ACCOUNTS PAYABLE VOUCHER |
| V6607857     | 02/20/2025 | WENDI MARLAINA RENKEN      | R      | 45.00  | ACCOUNTS PAYABLE VOUCHER |
| V6607858     | 02/20/2025 | PAMELA R RICKERS           | R      | 33.95  | ACCOUNTS PAYABLE VOUCHER |

| CHECK NUMBER | ISSUE DATE | VENDOR                             | STATUS | TOTAL      | DESCRIPTION              |
|--------------|------------|------------------------------------|--------|------------|--------------------------|
| V6607859     | 02/20/2025 | MELANIE ANN RIX                    | R      | 45.00      | ACCOUNTS PAYABLE VOUCHER |
| V6607860     | 02/20/2025 | SARAH CATHERINE ROWLEY             | R      | 191.80     | ACCOUNTS PAYABLE VOUCHER |
| V6607861     | 02/20/2025 | HAWA D SALAD                       | R      | 42.00      | ACCOUNTS PAYABLE VOUCHER |
| V6607862     | 02/20/2025 | MELISSA RAE SCHALLER               | R      | 215.58     | ACCOUNTS PAYABLE VOUCHER |
| V6607863     | 02/20/2025 | IRENE ELIZABETH SCHULTZ-ALBERT     | R      | 111.22     | ACCOUNTS PAYABLE VOUCHER |
| V6607864     | 02/20/2025 | BYRON LEITH SCHWAB                 | R      | 21.00      | ACCOUNTS PAYABLE VOUCHER |
| V6607865     | 02/20/2025 | ROLAND ARTHUR SESSIONS III         | R      | 266.00     | ACCOUNTS PAYABLE VOUCHER |
| V6607866     | 02/20/2025 | KARLEEN SHERMAN                    | R      | 75.71      | ACCOUNTS PAYABLE VOUCHER |
| V6607867     | 02/20/2025 | HANNAH GRACE SIMMONS               | R      | 11.90      | ACCOUNTS PAYABLE VOUCHER |
| V6607868     | 02/20/2025 | NORMAN C. SMITH III                | R      | 72.80      | ACCOUNTS PAYABLE VOUCHER |
| V6607869     | 02/20/2025 | NICHOLAS J SOPKOWIAK               | R      | 16.80      | ACCOUNTS PAYABLE VOUCHER |
| V6607870     | 02/20/2025 | ANN MARGUERITE STAPLES             | R      | 20.30      | ACCOUNTS PAYABLE VOUCHER |
| V6607871     | 02/20/2025 | AMY LYNN SWANEY                    | R      | 90.00      | ACCOUNTS PAYABLE VOUCHER |
| V6607872     | 02/20/2025 | KAYLEEN LAVONNE TAFFE              | R      | 8.04       | ACCOUNTS PAYABLE VOUCHER |
| V6607873     | 02/20/2025 | MARY ELIZABETH TAYLOR              | R      | 341.87     | ACCOUNTS PAYABLE VOUCHER |
| V6607874     | 02/20/2025 | SONIA LYNN TENDRICH                | R      | 172.20     | ACCOUNTS PAYABLE VOUCHER |
| V6607875     | 02/20/2025 | LAURA J. TENNESSEN                 | R      | 153.80     | ACCOUNTS PAYABLE VOUCHER |
| V6607876     | 02/20/2025 | TAYLOR MAY LOVIN                   | R      | 90.00      | ACCOUNTS PAYABLE VOUCHER |
| V6607877     | 02/20/2025 | RICHARD L TIEMPO                   | R      | 16.80      | ACCOUNTS PAYABLE VOUCHER |
| V6607878     | 02/20/2025 | MERIDITH TIETZ                     | R      | 477.40     | ACCOUNTS PAYABLE VOUCHER |
| V6607879     | 02/20/2025 | SHANYN NICOLE TUFTEE               | R      | 136.70     | ACCOUNTS PAYABLE VOUCHER |
| V6607880     | 02/20/2025 | JOHN NATHAN VOLKERT                | R      | 184.52     | ACCOUNTS PAYABLE VOUCHER |
| V6607881     | 02/20/2025 | ASHLEY LYNNETTE WARD               | R      | 555.12     | ACCOUNTS PAYABLE VOUCHER |
| V6607882     | 02/20/2025 | MONICA J WEBER                     | R      | 20.30      | ACCOUNTS PAYABLE VOUCHER |
| V6607883     | 02/20/2025 | CASANDRA JO WOOD                   | R      | 18.20      | ACCOUNTS PAYABLE VOUCHER |
| V6607884     | 02/20/2025 | SCOTT MICHAEL ZEHNDER              | R      | 88.15      | ACCOUNTS PAYABLE VOUCHER |
| V6607885     | 02/20/2025 | MARK A. ZUZEK                      | R      | 15.40      | ACCOUNTS PAYABLE VOUCHER |
| V7703564     | 01/31/2025 | DAKOTA TRUCK UNDERWRITERS          | R      | 32,601.00  | ACCOUNTS PAYABLE VOUCHER |
| V7703565     | 01/31/2025 | IND SCH DIST 191                   | R      | 29,289.27  | ACCOUNTS PAYABLE VOUCHER |
| V7703566     | 01/31/2025 | NOVA EDUCATION CONSULTANTS         | R      | 11,371.25  | ACCOUNTS PAYABLE VOUCHER |
| V7703567     | 01/31/2025 | PROCARE THERAPY                    | R      | 2,450.16   | ACCOUNTS PAYABLE VOUCHER |
| V7703568     | 01/31/2025 | STRATEGIC STAFFING SOLUTIONS       | R      | 22,200.00  | ACCOUNTS PAYABLE VOUCHER |
| V7703569     | 01/31/2025 | UPWARD BOUND CONSULTING, LLC       | R      | 5,000.00   | ACCOUNTS PAYABLE VOUCHER |
| V7703570     | 01/31/2025 | ZEN EDUCATE INC                    | R      | 9,441.94   | ACCOUNTS PAYABLE VOUCHER |
| V7703571     | 01/31/2025 | MEDICA                             | R      | 50,559.66  | ACCOUNTS PAYABLE VOUCHER |
| V7703572     | 01/31/2025 | UNITED HEALTHCARE SERVICES, INC    | R      | 5,932.57   | ACCOUNTS PAYABLE VOUCHER |
| V7703573     | 02/03/2025 | APPLE VALLEY ISD LLC               | R      | 46,672.90  | ACCOUNTS PAYABLE VOUCHER |
| V7703574     | 02/03/2025 | NATIONAL INSURANCE SERVICES OF WI, | R      | 8,691.62   | ACCOUNTS PAYABLE VOUCHER |
| V7703575     | 02/03/2025 | SE ISD, DST                        | R      | 84,113.57  | ACCOUNTS PAYABLE VOUCHER |
| V7703576     | 02/05/2025 | MN CHILD SUPPORT PAYMENT CENTER    | R      | 246.60     | ACCOUNTS PAYABLE VOUCHER |
| V7703577     | 02/05/2025 | AFLAC                              | R      | 1,262.54   | ACCOUNTS PAYABLE VOUCHER |
| V7703578     | 02/05/2025 | AMERIPRISE FINANCIAL ADVISORS      | R      | 9,033.82   | ACCOUNTS PAYABLE VOUCHER |
| V7703579     | 02/05/2025 | AXA EQUITABLE LIFE INS CO          | R      | 3,854.29   | ACCOUNTS PAYABLE VOUCHER |
| V7703580     | 02/05/2025 | FIDELITY INVSTMT TAX-EX SVC CO     | R      | 14,307.94  | ACCOUNTS PAYABLE VOUCHER |
| V7703581     | 02/05/2025 | HEALTHEQUITY, INC.                 | R      | 32,075.28  | ACCOUNTS PAYABLE VOUCHER |
| V7703582     | 02/05/2025 | HORACE MANN LIFE INS               | R      | 2,169.18   | ACCOUNTS PAYABLE VOUCHER |
| V7703583     | 02/05/2025 | INTERNAL REVENUE SERVICE           | R      | 265,680.28 | ACCOUNTS PAYABLE VOUCHER |
| V7703584     | 02/05/2025 | EDUCATION MN ESI BILLING TRUST     | R      | 21,155.15  | ACCOUNTS PAYABLE VOUCHER |
| V7703585     | 02/05/2025 | MN DEPT OF REVENUE                 | R      | 45,312.09  | ACCOUNTS PAYABLE VOUCHER |
| V7703586     | 02/05/2025 | MN DEPT OF REVENUE(C)              | R      | 2,056.54   | ACCOUNTS PAYABLE VOUCHER |
| V7703587     | 02/05/2025 | MN STATE RETIREMENT SYSTEM         | R      | 1,233.33   | ACCOUNTS PAYABLE VOUCHER |
| V7703588     | 02/05/2025 | EXECUTIVE DIRECTOR                 | R      | 57,503.54  | ACCOUNTS PAYABLE VOUCHER |
| V7703589     | 02/05/2025 | STATE TREASURER, TRA               | R      | 125,321.03 | ACCOUNTS PAYABLE VOUCHER |
| V7703590     | 02/05/2025 | VARIABLE ANNUITY LIFE INS CO       | R      | 9,435.39   | ACCOUNTS PAYABLE VOUCHER |
| V7703591     | 02/05/2025 | VOYA                               | R      | 1,332.51   | ACCOUNTS PAYABLE VOUCHER |
| V7703592     | 02/06/2025 | ANNE HOFF, SAFE HARBOR COUNSELING  | R      | 950.00     | ACCOUNTS PAYABLE VOUCHER |
| V7703593     | 02/06/2025 | CDWG                               | R      | 508.00     | ACCOUNTS PAYABLE VOUCHER |
| V7703594     | 02/06/2025 | MARTIN LAW FIRM PLLC               | R      | 682.00     | ACCOUNTS PAYABLE VOUCHER |

| CHECK NUMBER | ISSUE DATE | VENDOR                              | STATUS | TOTAL        | DESCRIPTION              |
|--------------|------------|-------------------------------------|--------|--------------|--------------------------|
| V7703595     | 02/06/2025 | OPG-3 INC                           | R      | 21,275.00    | ACCOUNTS PAYABLE VOUCHER |
| V7703596     | 02/06/2025 | PROCARE THERAPY                     | R      | 4,953.03     | ACCOUNTS PAYABLE VOUCHER |
| V7703597     | 02/06/2025 | REGINA MAENDLER, HEART & SCIENCE    | R      | 8,235.00     | ACCOUNTS PAYABLE VOUCHER |
| V7703598     | 02/06/2025 | TODD A SAVAGE                       | R      | 1,504.00     | ACCOUNTS PAYABLE VOUCHER |
| V7703599     | 02/06/2025 | ZEN EDUCATE INC                     | R      | 5,587.43     | ACCOUNTS PAYABLE VOUCHER |
| V7703600     | 02/10/2025 | FIDELITY SECURITY LIFE INS CO       | R      | 2,546.92     | ACCOUNTS PAYABLE VOUCHER |
| V7703601     | 02/10/2025 | MEDICA                              | R      | 6,612.95     | ACCOUNTS PAYABLE VOUCHER |
| V7703602     | 02/10/2025 | UNITED HEALTHCARE SERVICES, INC     | R      | 41,928.80    | ACCOUNTS PAYABLE VOUCHER |
| V7703603     | 02/14/2025 | AMAZON CAPITAL SERVICES             | V      | -            | VOID: MULTI STUB VOUCHER |
| V7703604     | 02/14/2025 | AMAZON CAPITAL SERVICES             | R      | 6,248.49     | ACCOUNTS PAYABLE VOUCHER |
| V7703605     | 02/14/2025 | BAKER TILLY MUNICIPAL ADVISORS, LLC | R      | 400.00       | ACCOUNTS PAYABLE VOUCHER |
| V7703606     | 02/14/2025 | CAPTURE VIDEO LLC                   | R      | 6,500.00     | ACCOUNTS PAYABLE VOUCHER |
| V7703607     | 02/14/2025 | GLOWFORGE, INC                      | R      | 1,835.75     | ACCOUNTS PAYABLE VOUCHER |
| V7703608     | 02/14/2025 | LAKESHORE LEARNING MATERIALS        | R      | 109.98       | ACCOUNTS PAYABLE VOUCHER |
| V7703609     | 02/14/2025 | MN CLN SERVICES, INC                | R      | 6,588.00     | ACCOUNTS PAYABLE VOUCHER |
| V7703610     | 02/14/2025 | NORTHEAST METRO 916                 | R      | 3,390.63     | ACCOUNTS PAYABLE VOUCHER |
| V7703611     | 02/14/2025 | NOVA EDUCATION CONSULTANTS          | R      | 13,737.50    | ACCOUNTS PAYABLE VOUCHER |
| V7703612     | 02/14/2025 | PROCARE THERAPY                     | R      | 16,313.48    | ACCOUNTS PAYABLE VOUCHER |
| V7703613     | 02/14/2025 | PROFESSIONAL WIRELESS COMMUNICATION | R      | 4,381.16     | ACCOUNTS PAYABLE VOUCHER |
| V7703614     | 02/14/2025 | TEACHERS ON CALL INC                | R      | 13,610.74    | ACCOUNTS PAYABLE VOUCHER |
| V7703615     | 02/14/2025 | TODD A SAVAGE                       | R      | 1,316.00     | ACCOUNTS PAYABLE VOUCHER |
| V7703616     | 02/14/2025 | TRIUMPH EDUCATIONAL CONSULTING      | R      | 130.00       | ACCOUNTS PAYABLE VOUCHER |
| V7703617     | 02/14/2025 | UNITED HEALTHCARE SERVICES, INC     | R      | 190,456.26   | ACCOUNTS PAYABLE VOUCHER |
| V7703618     | 02/14/2025 | UPWARD BOUND CONSULTING, LLC        | R      | 5,000.00     | ACCOUNTS PAYABLE VOUCHER |
| V7703619     | 02/14/2025 | ZEN EDUCATE INC                     | R      | 10,441.29    | ACCOUNTS PAYABLE VOUCHER |
| V7703620     | 02/14/2025 | MEDICA                              | R      | 8,020.90     | ACCOUNTS PAYABLE VOUCHER |
| V7703621     | 02/14/2025 | UNITED HEALTHCARE SERVICES, INC     | R      | 21,370.74    | ACCOUNTS PAYABLE VOUCHER |
| V7703622     | 02/19/2025 | MN CHILD SUPPORT PAYMENT CENTER     | R      | 246.60       | ACCOUNTS PAYABLE VOUCHER |
| V7703623     | 02/19/2025 | AMERIPRISE FINANCIAL ADVISORS       | R      | 9,033.82     | ACCOUNTS PAYABLE VOUCHER |
| V7703624     | 02/19/2025 | AXA EQUITABLE LIFE INS CO           | R      | 3,658.44     | ACCOUNTS PAYABLE VOUCHER |
| V7703625     | 02/19/2025 | FIDELITY INVSTMT TAX-EX SVC CO      | R      | 14,332.94    | ACCOUNTS PAYABLE VOUCHER |
| V7703626     | 02/19/2025 | HEALTH EQUITY, INC.                 | R      | 32,116.95    | ACCOUNTS PAYABLE VOUCHER |
| V7703627     | 02/19/2025 | HORACE MANN LIFE INS                | R      | 2,169.18     | ACCOUNTS PAYABLE VOUCHER |
| V7703628     | 02/19/2025 | INTERNAL REVENUE SERVICE            | R      | 273,315.94   | ACCOUNTS PAYABLE VOUCHER |
| V7703629     | 02/19/2025 | EDUCATION MN ESI BILLING TRUST      | R      | 10,747.55    | ACCOUNTS PAYABLE VOUCHER |
| V7703630     | 02/19/2025 | MN DEPT OF REVENUE                  | R      | 47,009.63    | ACCOUNTS PAYABLE VOUCHER |
| V7703631     | 02/19/2025 | MN DEPT OF REVENUE(C)               | R      | 1,973.49     | ACCOUNTS PAYABLE VOUCHER |
| V7703632     | 02/19/2025 | MN STATE RETIREMENT SYSTEM          | R      | 1,233.33     | ACCOUNTS PAYABLE VOUCHER |
| V7703633     | 02/19/2025 | EXECUTIVE DIRECTOR                  | R      | 57,571.82    | ACCOUNTS PAYABLE VOUCHER |
| V7703634     | 02/19/2025 | STATE TREASURER, TRA                | R      | 125,746.50   | ACCOUNTS PAYABLE VOUCHER |
| V7703635     | 02/19/2025 | VARIABLE ANNUITY LIFE INS CO        | R      | 9,435.39     | ACCOUNTS PAYABLE VOUCHER |
| V7703636     | 02/19/2025 | VOYA                                | R      | 1,332.51     | ACCOUNTS PAYABLE VOUCHER |
| V7703637     | 02/20/2025 | DELTA DENTAL OF MINNESOTA           | R      | 55,471.07    | ACCOUNTS PAYABLE VOUCHER |
| V7703638     | 02/20/2025 | MEDICA                              | R      | 7,165.72     | ACCOUNTS PAYABLE VOUCHER |
| V7703639     | 02/21/2025 | MEDICA                              | R      | 761.29       | ACCOUNTS PAYABLE VOUCHER |
| V7703640     | 02/21/2025 | UNITED HEALTHCARE SERVICES, INC     | R      | 32,824.52    | ACCOUNTS PAYABLE VOUCHER |
|              |            |                                     |        | 2,203,321.95 |                          |



Customer Service  
PO Box 11760  
Harrisburg, PA 17108-11760

## ACCOUNT STATEMENT

For the Month Ending  
**January 31, 2025**

## INTERMEDIATE SCHOOL DISTRICT 917

### Client Management Team

#### Amber Cannegieter

Key Account Manager  
213 Market Street  
Harrisburg, PA 17101-2141  
1-888-4-MSDLAF  
cannegietera@pfmam.com

#### Danny A. Nelson

Director  
800 Nicollet Mall, 4th Floor  
Minneapolis, MN 55402  
612-371-3747  
nelsond@pfmam.com

### Contents

Cover/Disclosures  
Summary Statement  
Individual Accounts

### Accounts included in Statement

600430 STATE PAYMENTS

### Important Messages

MSDLAF will be closed on 02/17/2025 for Presidents Day.

INTERMEDIATE SCHOOL DISTRICT 917  
AMY D ALEXANDER  
1300 145TH STREET E  
ROSEMOUNT, MN 55068

**Online Access** [www.msdlaf.org](http://www.msdlaf.org)

**Customer Service** 1-888-4-MSDLAF

**Important Disclosures**

**Important Disclosures**

This statement is for general information purposes only and is not intended to provide specific advice or recommendations. PFM Asset Management ("PFMAM") is a division of U.S. Bancorp Asset Management, Inc. ("USBAM"), a SEC-registered investment adviser. USBAM is direct subsidiary of U.S. Bank National Association ("U.S. Bank") and an indirect subsidiary of U.S. Bancorp. U.S. Bank is not responsible for and does not guarantee the products, services or performance of PFMAM. PFMAM maintains a written disclosure statement of our background and business experience. If you would like to receive a copy of our current disclosure statement, please contact Service Operations at the address below.

**Proxy Voting** PFMAM does not normally receive proxies to vote on behalf of its clients. However, it does on occasion receive consent requests. In the event a consent request is received the portfolio manager contacts the client and then proceeds according to their instructions. PFMAM's Proxy Voting Policy is available upon request by contacting Service Operations at the address below.

**Questions About an Account** PFMAM's monthly statement is intended to detail our investment advisory activity as well as the activity of any accounts held by clients in pools that are managed by PFMAM. The custodian bank maintains the control of assets and executes (i.e., settles) all investment transactions. The custodian statement is the official record of security and cash holdings and transactions. PFMAM recognizes that clients may use these reports to facilitate record keeping and that the custodian bank statement and the PFMAM statement should be reconciled and differences resolved. Many custodians use a settlement date basis which may result in the need to reconcile due to a timing difference.

**Account Control** PFMAM does not have the authority to withdraw funds from or deposit funds to the custodian outside the scope of services provided by PFMAM. Our clients retain responsibility for their internal accounting policies; implementing and enforcing internal controls and generating ledger entries or otherwise recording transactions.

**Market Value** Generally, PFMAM's market prices are derived from closing bid prices as of the last business day of the month as supplied by ICE Data Services. There may be differences in the values shown for investments due to accrued but uncollected income and the use of differing valuation sources and methods. Non-negotiable FDIC-insured bank certificates of deposit are priced at par. Although PFMAM believes the prices to be reliable, the values of the securities may not represent the prices at which the securities could have been bought or sold. Explanation of the valuation methods for a registered investment company or local government investment program is contained in the appropriate fund offering documentation or information statement.

**Amortized Cost** The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short term securities (those with less than one year to maturity at time of issuance) is amortized on a straightline basis. Such discount or premium with respect to longer term securities is amortized using the constant yield basis.

**Tax Reporting** Cost data and realized gains / losses are provided for informational purposes only. Please review for accuracy and consult your tax advisor to determine the tax consequences of your security transactions. PFMAM does not report such information to the IRS or other taxing authorities and is not responsible for the accuracy of such information that may be required to be reported to federal, state or other taxing authorities.

**Financial Situation** In order to better serve you, PFMAM should be promptly notified of any material change in your investment objective or financial situation.

**Callable Securities** Securities subject to redemption prior to maturity may be redeemed in whole or in part before maturity, which could affect the yield represented.

**Portfolio** The securities in this portfolio, including shares of mutual funds, are not guaranteed or otherwise protected by PFMAM, the FDIC (except for certain non-negotiable certificates of deposit) or any government agency. Investment in securities involves risks, including the possible loss of the amount invested. Actual settlement values, accrued interest, and amortized cost amounts may vary for securities subject to an adjustable interest rate or subject to principal paydowns. Any changes to the values shown may be reflected within the next monthly statement's beginning values.

**Rating** Information provided for ratings is based upon a good faith inquiry of selected sources, but its accuracy and completeness cannot be guaranteed.

Shares of some local government investment programs and TERM funds are distributed by representatives of USBAM's affiliate, U.S. Bancorp Investments, Inc. which is registered with the SEC as a broker/dealer and is a member of the Financial Industry Regulatory Authority ("FINRA") and the Municipal Securities Rulemaking Board ("MSRB"). You may reach the FINRA by calling the FINRA Hotline at 1-800-289-9999 or at the FINRA website address <https://www.finra.org/investors/investor-contacts>. A brochure describing the FINRA Regulation Public Disclosure Program is also available from FINRA upon request.

**Key Terms and Definitions**

**Dividends** on local government investment program funds consist of interest earned, plus any discount ratably amortized to the date of maturity, plus all realized gains and losses on the sale of securities prior to maturity, less ratably amortization of any premium and all accrued expenses to the fund. Dividends are accrued daily and may be paid either monthly or quarterly. The monthly earnings on this statement represent the estimated dividend accrued for the month for any program that distributes earnings on a quarterly basis. There is no guarantee that the estimated amount will be paid on the actual distribution date.

**Current Yield** is the net change, exclusive of capital changes and income other than investment income, in the value of a hypothetical fund account with a balance of one share over the seven-day base period including the statement date, expressed as a percentage of the value of one share (normally \$1.00 per share) at the beginning of the seven-day period. This resulting net change in account value is then annualized by multiplying it by 365 and dividing the result by 7. The yields quoted should not be considered a representation of the yield of the fund in the future, since the yield is not fixed.

**Average maturity** represents the average maturity of all securities and investments of a portfolio, determined by multiplying the par or principal value of each security or investment by its maturity (days or years), summing the products, and dividing the sum by the total principal value of the portfolio. The stated maturity date of mortgage backed or callable securities are used in this statement. However the actual maturity of these securities could vary depending on the level or prepayments on the underlying mortgages or whether a callable security has or is still able to be called.

**Monthly distribution yield** represents the net change in the value of one share (normally \$1.00 per share) resulting from all dividends declared during the month by a fund expressed as a percentage of the value of one share at the beginning of the month. This resulting net change is then annualized by multiplying it by 365 and dividing it by the number of calendar days in the month.

**YTM at Cost** The yield to maturity at cost is the expected rate of return, based on the original cost, the annual interest receipts, maturity value and the time period from purchase date to maturity, stated as a percentage, on an annualized basis.

**YTM at Market** The yield to maturity at market is the rate of return, based on the current market value, the annual interest receipts, maturity value and the time period remaining until maturity, stated as a percentage, on an annualized basis.

**Managed Account** A portfolio of investments managed discretely by PFMAM according to the client's specific investment policy and requirements. The investments are directly owned by the client and held by the client's custodian.

**Unsettled Trade** A trade which has been executed however the final consummation of the security transaction and payment has not yet taken place.

In August 2024, PFMAM converted its portfolio accounting system from FIS Investment Accounting Manager to SS&C PORTIA. The new system has recalculated the amortized cost and yield to maturity at cost of each security, based upon original cost and settlement date. Some securities, including some factored securities and previously exchanged securities, are now on a modified amortization schedule as compared with that of the past. Where transfers have occurred between your portfolios we have returned their settlement dates to the settlement dates of the original purchases in order to minimize any impact to their amortization schedules.

Please review the detail pages of this statement carefully. If you think your statement is wrong, missing account information, or if you need more information about a transaction, please contact PFMAM within 60 days of receipt. If you have other concerns or questions regarding your account, or to request an updated copy of PFMAM's current disclosure statement, please contact a member of your client management team at PFMAM Service Operations at the address below.

PFM Asset Management  
Attn: Service Operations  
213 Market Street  
Harrisburg, PA 17101

**NOT FDIC INSURED**

**NO BANK GUARANTEE**

**MAY LOSE VALUE**

**Account Statement - Transaction Summary**

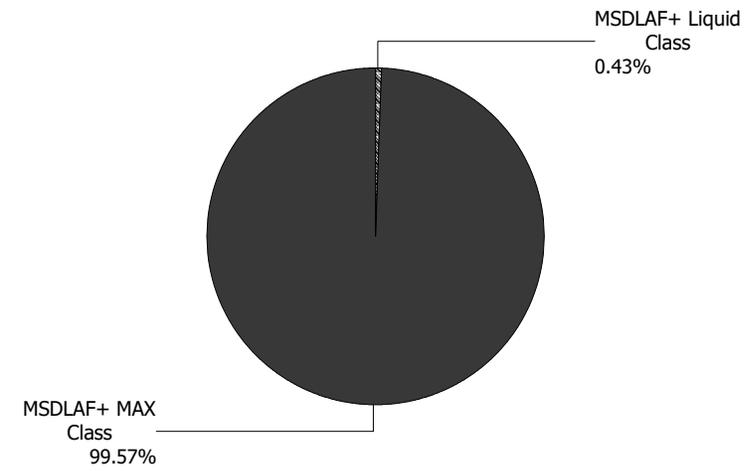
For the Month Ending **January 31, 2025**

**INTERMEDIATE SCHOOL DISTRICT 917 - STATE PAYMENTS - 600430**

| <b>MSDLAF+ Liquid Class</b> |                        |
|-----------------------------|------------------------|
| Opening Market Value        | 50,842.51              |
| Purchases                   | 184.38                 |
| Redemptions                 | 0.00                   |
| Unsettled Trades            | 0.00                   |
| Change in Value             | 0.00                   |
| <b>Closing Market Value</b> | <b>\$51,026.89</b>     |
| Cash Dividends and Income   | 184.38                 |
| <b>MSDLAF+ MAX Class</b>    |                        |
| Opening Market Value        | 12,162,326.44          |
| Purchases                   | 43,903.26              |
| Redemptions                 | (500,000.00)           |
| Unsettled Trades            | 0.00                   |
| Change in Value             | 0.00                   |
| <b>Closing Market Value</b> | <b>\$11,706,229.70</b> |
| Cash Dividends and Income   | 43,535.09              |

| <b>Asset Summary</b>        |                         |                          |
|-----------------------------|-------------------------|--------------------------|
|                             | <b>January 31, 2025</b> | <b>December 31, 2024</b> |
| <b>MSDLAF+ Liquid Class</b> | 51,026.89               | 50,842.51                |
| <b>MSDLAF+ MAX Class</b>    | 11,706,229.70           | 12,162,326.44            |
| <b>Total</b>                | <b>\$11,757,256.59</b>  | <b>\$12,213,168.95</b>   |

**Asset Allocation**



**Account Statement**

For the Month Ending **January 31, 2025**

**INTERMEDIATE SCHOOL DISTRICT 917 - STATE PAYMENTS - 600430**

| Trade Date                  | Settlement Date | Transaction Description                         | Share or Unit Price | Dollar Amount of Transaction | Total Shares Owned |
|-----------------------------|-----------------|---|---------------------|------------------------------|--------------------|
| <b>MSDLAF+ Liquid Class</b> |                 |   |                     |                              |                    |
| <b>Opening Balance</b>      |                 |   |                     |                              | <b>50,842.51</b>   |
| 01/31/25                    | 02/03/25        | Accrual Income Div Reinvestment - Distributions | 1.00                | 184.38                       | 51,026.89          |
| <b>Closing Balance</b>      |                 |   |                     |                              | <b>51,026.89</b>   |

|                                   | Month of January | Fiscal YTD July-January |                                   |           |
|-----------------------------------|------------------|-------------------------|-----------------------------------|-----------|
| <b>Opening Balance</b>            | 50,842.51        | 139,302.79              | <b>Closing Balance</b>            | 51,026.89 |
| <b>Purchases</b>                  | 184.38           | 1,011,724.10            | <b>Average Monthly Balance</b>    | 50,848.46 |
| <b>Redemptions (Excl. Checks)</b> | 0.00             | (1,100,000.00)          | <b>Monthly Distribution Yield</b> | 4.27%     |
| <b>Check Disbursements</b>        | 0.00             | 0.00                    |                                   |           |
| <b>Closing Balance</b>            | <b>51,026.89</b> | <b>51,026.89</b>        |                                   |           |
| <b>Cash Dividends and Income</b>  | 184.38           | 11,724.10               |                                   |           |

| <b>MSDLAF+ MAX Class</b> |          |   |      |              |                      |
|--------------------------|----------|---|------|--------------|----------------------|
| <b>Opening Balance</b>   |          |   |      |              | <b>12,162,326.44</b> |
| 01/02/25                 | 01/02/25 | Adjustment to December 2024 Dividend            | 1.00 | 368.17       | 12,162,694.61        |
| 01/06/25                 | 01/06/25 | Redemption - ACH Redemption                     | 1.00 | (500,000.00) | 11,662,694.61        |
| 01/31/25                 | 02/03/25 | Accrual Income Div Reinvestment - Distributions | 1.00 | 43,535.09    | 11,706,229.70        |

**Account Statement**

For the Month Ending **January 31, 2025**

**INTERMEDIATE SCHOOL DISTRICT 917 - STATE PAYMENTS - 600430**

| Trade Date                        | Settlement Date | Transaction Description | Share or Unit Price            | Dollar Amount of Transaction      | Total Shares Owned   |
|-----------------------------------|-----------------|-------------------------|--------------------------------|-----------------------------------|----------------------|
| <b>Closing Balance</b>            |                 |                         |                                |                                   | <b>11,706,229.70</b> |
|                                   |                 | <b>Month of January</b> | <b>Fiscal YTD July-January</b> |                                   |                      |
| <b>Opening Balance</b>            |                 | 12,162,326.44           | 12,453,732.60                  | <b>Closing Balance</b>            | 11,706,229.70        |
| <b>Purchases</b>                  |                 | 43,903.26               | 3,352,497.10                   | <b>Average Monthly Balance</b>    | 11,744,732.25        |
| <b>Redemptions (Excl. Checks)</b> |                 | (500,000.00)            | (4,100,000.00)                 | <b>Monthly Distribution Yield</b> | 4.36%                |
| <b>Check Disbursements</b>        |                 | 0.00                    | 0.00                           |                                   |                      |
| <b>Closing Balance</b>            |                 | <b>11,706,229.70</b>    | <b>11,706,229.70</b>           |                                   |                      |
| <b>Cash Dividends and Income</b>  |                 | 43,535.09               | 352,128.93                     |                                   |                      |

**Intermediate School District 917  
School Board Report  
Consolidate Investments (General & Building)**

|              | MSDLAF: Liquid |              |      |           |                |               | MSDLAF: +Max |              |      |            |                |               | Total          |            |
|--------------|----------------|--------------|------|-----------|----------------|---------------|--------------|--------------|------|------------|----------------|---------------|----------------|------------|
|              | Purchases      | Sales        | Fees | Interest  | Ending Balance | Monthly Yield | Purchases    | Sales        | Fees | Interest   | Ending Balance | Monthly Yield | Ending Balance | Interest   |
| Jun          |                |              |      |           | 139,302.79     | 5.16%         |              |              |      |            | 12,453,732.60  | 5.24%         | 12,593,035.39  |            |
| Jul          | -              | 100,000.00   | -    | 593.51    | 39,896.30      | 5.14%         | -            | 1,400,000.00 | -    | 55,113.80  | 11,108,846.40  | 5.23%         | 11,148,742.70  | 55,707.31  |
| Aug          | 1,000,000.00   |              |      | 1,714.46  | 1,041,610.76   | 5.11%         |              |              |      | 49,195.39  | 11,158,041.79  | 5.21%         | 12,199,652.55  | 50,909.85  |
| Sep          |                |              |      | 4,267.28  | 1,045,878.04   | 4.99%         | 1,500,000.00 |              |      | 51,004.33  | 12,709,046.12  | 5.09%         | 13,754,924.16  | 55,271.61  |
| Oct          |                |              |      | 4,201.03  | 1,050,079.07   | 4.73%         |              |              |      | 52,125.78  | 12,761,171.90  | 4.83%         | 13,811,250.97  | 56,326.81  |
| Nov          |                | 1,000,000.00 |      | 574.01    | \$ 50,653.08   | 4.55%         | 1,500,000.00 | 1,000,000.00 |      | 50,959.61  | 13,312,131.51  | 4.64%         | 13,362,784.59  | 51,533.62  |
| Dec          |                |              |      | 189.43    | \$ 50,842.51   | 4.40%         |              |              |      | 50,194.93  | 12,162,326.44  | 4.46%         | 12,213,168.95  | 50,384.36  |
| Jan          |                |              |      | 184.38    | \$ 51,026.89   | 4.27%         |              | 500,000.00   |      | 43,903.26  | 11,706,229.70  | 4.36%         | 11,757,256.59  | 44,087.64  |
| Feb          |                |              |      |           |                |               |              |              |      |            |                |               |                |            |
| Mar          |                |              |      |           |                |               |              |              |      |            |                |               |                |            |
| Apr          |                |              |      |           |                |               |              |              |      |            |                |               |                |            |
| May          |                |              |      |           |                |               |              |              |      |            |                |               |                |            |
| Jun          |                |              |      |           |                |               |              |              |      |            |                |               |                |            |
| <b>Total</b> |                |              |      |           |                |               |              |              |      |            |                |               |                |            |
| FY 25        | 1,000,000.00   | 1,100,000.00 | -    | 11,724.10 | 51,026.89      |               | 3,000,000.00 | 4,100,000.00 | -    | 352,497.10 | 11,706,229.70  |               | 11,757,256.59  | 364,221.20 |

AUDREY WEILER, PAYROLL SPECIALIST

PLEASE APPROVE NET PAYROLL FOR

02/28/2025 DIRECT DEPOSITS REGULAR PAY (PR416)  
02/28/2025 PAYROLL CHECKS

\$782,926.36  
\$2,317.58

**NET PAYROLL**

**\$ 785,243.94**

Authorized Signature Mark Johns Date 2/27/2025

**JOINT POWERS AGREEMENT FOR SMOKE FREE COHORT SERVICES  
BETWEEN THE COUNTY OF DAKOTA AND  
INTERMEDIATE 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 Intermediate School District 917, 1300 145<sup>th</sup> St. E., 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”), including smoke free cohort services;

**WHEREAS**, the County is permitted to provide services using its SHIP funds and the County has solicited and considered applications from entities for use of such funds; and

**WHEREAS**, the County has agreed to provide School District with smoke free cohort services outlined in Exhibit 2, Service Grid, using SHIP funds.

**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 is dependent on the approval and execution of a contract between the County and Tobacco Free Alliance (TFA) to provide smoke free cohort services to the School District. To the extent such contract has been executed, the effective date of this Agreement shall be the date the last party executes this Agreement. County will provide a copy of its contract with TFA to School District upon request.
2. Purpose. The purpose of this Agreement is for Dakota County, through its contract with Tobacco Free Alliance (TFA), to provide smoke free cohort services at School District locations. All services provided by the County and TFA are described in Exhibit 2, Service Grid.
3. School District obligations under State Contracts. The grant funds utilized to pay TFA for services it will provide School District hereunder 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 to the extent that they are applicable to the activities described in the Service Grid. County will provide copies of these contracts to School District upon request.

4. County Obligations. The County, through its contractual relationship with TFA, agrees to provide services to the School District described in Exhibit 2 from the Effective Date through 10/31/2025.
5. Authorized Representatives. The following named persons are designated as the Authorized Representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the Authorized Representatives shall have only authority specifically granted by their respective governing boards. Notice required to be provided pursuant this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification to this Agreement.

The County's Authorized Representative is:  
Marti Fischbach, Community Services Director  
Telephone: 651-554-5742  
Email: [Marti.Fischbach@co.dakota.mn.us](mailto:Marti.Fischbach@co.dakota.mn.us)

**Mary Kreger**, 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:  
Don Budach, 200 W. Burnsville Pkwy., Burnsville, MN 55337  
Telephone: 651-423-8229  
Email: [don.budach@isd917.org](mailto:don.budach@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.

6. 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.
7. Indemnification. If permitted by the law governing the powers of public school districts, 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.

8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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 except to the extent that select assurances do not otherwise apply to public school districts. The School District is responsible for obtaining and complying with all federal, state, or local permits, licenses, and authorizations necessary for performing the work.
14. 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.
15. Non-Appropriation. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated immediately by either the County or the School District in the event sufficient funds from the County, School District, 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 party terminating the Agreement.
16. 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) If permitted by the law governing the powers of public school districts, 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 provided by TFA for any and all purposes, in all forms and manners that the Department, in its sole discretion, deems appropriate.

(d) Any employees or agents of TFA who have contact with School District students must undergo criminal/maltreatment background studies pursuant to Minn. Stat. § 123B.03 and 299C.60 et. seq. The School District will complete the criminal/maltreatment background study through its Human Resources Department. The School District has the right to refuse assigned TFA personnel based upon the results of the criminal/maltreatment background study.

17. Exhibits. The following exhibits are attached to and incorporated within this Subgrant Agreement except insofar as the Standard Assurances contains provisions not otherwise applicable to public school districts.

- Exhibit 1: Standard Assurances;
- Exhibit 2: Service Grid;

18. 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.

19. 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: \_\_\_\_\_

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

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

**INTERMEDIATE SCHOOL DISTRICT 917**

School District Board  
Resolution number/date: \_\_\_\_\_

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

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

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

**EXHIBIT 1  
STANDARD ASSURANCES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. **DATA PRIVACY.** For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract are subject to the requirements of

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. 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**

**Dakota County’s Statewide Health Improvement Partnership (SHIP) Workplan with Tobacco Free Alliance**  
 February 1, 2025 – October 31, 2025

| <b>Work Plan One: School policy and TA support to DCPH Liaison and staff</b> |   |   |
|--|---|---|
| <b>Time Frame:</b><br>2/25-10/25   | <b>Contractor Activities</b>  | <b>Desired Outcome</b>  |
|  | <p>1. Continue to work in collaboration with DCPH staff to:</p> <ul style="list-style-type: none"> <li>Identify needs and interest in updating commercial tobacco-related discipline policies to include non-punitive alternatives to suspension in at least two additional school districts, using school district policy database created.</li> </ul> <p>Activities may include:</p> <ul style="list-style-type: none"> <li>Meet with school staff (social workers, nurses, school safety officers) within districts to identify needs and gaps</li> <li>Provide cessation resources to school nurses for students AND staff</li> <li>Educate school board and/or district wellness committees on best practices for this issue including alternatives to suspension</li> <li>Work with interested school districts to update tobacco-related discipline policy to include non-punitive alternative penalties.</li> </ul> <p>2. Provide TA as needed on tobacco-related PSE change options support as agreed upon between Dakota County and TFA</p> | <p>School district policies have been reviewed and assessed.</p> <p>At least 2 educational presentations have been conducted on best practice non-punitive alternatives to suspension.</p> <p>Met with at least one appropriate group identified in suggested activities for at least one DC school district to assess interest in creating non-punitive discipline alternatives to tobacco possession.</p> <p>At least one district expressed interest in updating its tobacco-related discipline policy or tobacco-free campus policy; regular meetings were held with district decision makers to determine specific needs, strategies and goals; non-punitive alternative penalty best practice language, as identified by Public Health Law Center, was provided; and education and policy awareness was provided to the district community.</p> |

| <b>Work Plan Two: Vaping prevention efforts at Hastings Middle School</b> |  |  |
|---|--|--|
| <b>Time frame</b>   | <b>Contractor Activities</b>   | <b>Desired Outcome</b>   |
| 2/25-10/25  | <p>Continue working with identified students and staff to discuss needs and ideas, and work together to inform direction of the work, timeline, and activities to set the stage for PSE change opportunities. Youth leaders will be engaged in all aspects of creating the work including issue identification and goal setting, problem solving, and shared decision making as part of infrastructure building.</p> | <p>Group has identified needs and ideas and has created a roadmap to inform direction of work, timeline, and activities for tobacco prevention education and tobacco prevention PSE change.</p> <p>Activities are identified and dates for tobacco prevention presentations and educational opportunities confirmed.</p> |

|            |  |   |
|------------|--|---|
| 2/25-10/25 | <p>Engage students to conduct PSE change activities as identified by the students. Activities may include:</p> <ul style="list-style-type: none"> <li>● Co-facilitate TFA vaping prevention training to younger peers</li> <li>● Identify and complete tobacco prevention activities geared to an audience of their peers (e.g., creating social media posts, in-school events, videos, etc.)</li> <li>● Implement additional community education activities focusing on commercial tobacco prevention (e.g. youth e-cigarette epidemic, menthol/flavored tobacco harms, culturally appropriate cessation resources)</li> <li>● Support family engagement around this topic (at a conference night or otherwise)</li> <li>● Meeting with decision makers, writing letters to the editor, and letters of support on ending the sale of flavored tobacco products, smoke-free parks, and other best practice policy opportunities</li> </ul> | <p>Students have conducted at least three prevention education activities</p> <p>Students have conducted at least one school or community level PSE change activity</p> |
|------------|--|---|

| Work Plan Three: Vaping prevention efforts with ISD 196 DP program |   |  |
|--|---|--|
| Time frame   | Contractor Activities   | Desired Outcome  |
| 2/25-4/25<br><br>5/25-6/25   | <p>Provide DP students training for peer-to-peer education to students around vaping prevention and cessation using TFA's vaping prevention workshop <i>"Unpacking Myths and Facts around Vaping."</i></p> <p>DP students use workshop training to create and conduct their own presentation for their small group work with ISD196 sixth grade students.</p> <p>DP students evaluate training and presentation.</p> <p>TFA summarizes evaluation</p> | <p>Trainings are conducted with each DP class section at Eagan, Rosemount, Eastview, and Apple Valley High Schools over at least two class periods for each section.</p> <p>DP students have created their own presentation for their small group work with sixth graders.</p> <p>DP students have conducted their own presentations for their small group work with sixth graders.</p> <p>DP students have evaluated training and presentation by completing an online survey.</p> <p>A written summary of the evaluation is prepared by TFA.</p> |
| 2/25-10/25   | Support evaluation and data collection.   | General tracking of activities accomplished, audiences reached, actions taken towards PSE or other educational activities, and feedback shared by community partners about tobacco prevention work accomplished.   |

| <b>Work Plan Four: Vaping prevention efforts at DCALS North (ISD 917)</b> |   |   |
|---|---|---|
| <b>Time frame</b>   | <b>Contractor Activities</b>  | <b>Desired Outcome</b>  |
| 2/25-5/25   | Work with DCALS North to discuss needs and lay the foundation to create an official vaping prevention peer-to-peer education program for the 2025-2026 school year. | An official program is created and a DCALS staff person is identified to help facilitate the project. Needs are identified and a roadmap is created to inform direction of work, timeline, and activities for tobacco prevention education and tobacco prevention PSE change. |
| 2/25-5/25   | TFA staff will provide vaping prevention education to classes as identified by DCALS North.   | Dates for vaping prevention classroom presentations are conducted. Number of students reached tbd by DCALS North staff.   |



**Intermediate School District 917**

*Purposeful. Personalized. Partners.*

1300 145th Street East, Rosemount, MN 55068

(651) 423-8229 \* <http://www.isd917.org>

TO: School Board Members  
 Dr. Michael Favor, Superintendent

FROM: Mark Johns, Director of Finance

DATE: March 4, 2025

SUBJECT: Cost for FY 2025 satellite special education classrooms

Each year Intermediate School District 917 reimburses school districts for the maintenance costs of the classrooms that are owned and used by District 917. The amount of reimbursement is determined by increasing or decreasing the previous year's rate per classroom by the current consumer price index (Bureau of Labor Statistics reported a 2.9% increase, January 15, 2025).

Below is a cost summary indicating the amount payable by District 917 for the maintenance cost of the special education classrooms we utilize in the member districts. Please also refer to attached detail report.

This is a summary of our cost per district:

| <i>Superintendent</i> | <i>Business Official</i> | <i>Special Ed Director</i> | <i>District</i> | <i>Class-rooms</i> | <i>Amount Due</i>  |
|-----------------------|--------------------------|----------------------------|-----------------|--------------------|--------------------|
| Brian Zambreno        | Ra Chhoth                | Candace Burckhardt         | 006             | 5.5                | 34,708.47          |
| Jason Berg            | Jane Houska              | Dana Strop                 | 192             | 1                  | 6,310.63           |
| Michael Baumann       | Bill Holmgren            | Alisa Anderson             | 194             | 1                  | 6,310.63           |
| Peter Olson-Skog      | Jason Stegeman           | Sara Lein                  | 197             | 1                  | 6,310.63           |
| Dave Bernhardson      | Heather Aune             | Abel Riodique              | 199             | 3.5                | 22,087.21          |
| Tammy Champa          | Jennifer Suebert         | Jill Petersen              | 200             | 1                  | 6,310.63           |
| Eric Melbye           | Rod Zivkovich            | Jennifer McIntyre          | 271             | 1                  | 6,310.63           |
| <b>TOTAL</b>          |                          |                            |                 | <b>14</b>          | <b>\$88,348.83</b> |

**Recommendation:** Approve the maintenance payments listed above.

xc: Accounts Payable

ISD 917 Vision

Intermediate School District 917 models an innovative culture with diverse pathways serving students and families through equitable practices with highly trained staff.

ISD 917 Core Values

Collaboration \* Empathy \* Innovation \* Stewardship \* Communication \* Integrity \* Personalization \* Equity \* Diversity

**Actual Expenditures for FY25 classrooms**

cost per district for offsite classrooms

Actuals

6310.63

FY21 cost per classroom is \$5204.79 (CPIU all city 1.4% as of 1-25-21)  
 FY22 cost per classroom is \$5569.13 (CPIU all city 7.0% as of 1-12-22)  
 FY23 cost per classroom is \$5931.12 (CPIU all city 6.5% as of 1-12-23)  
 FY24 cost per classroom is \$6132.78 (CPIU all city 3.4% as of 1-11-24)  
 FY25 cost per classroom is \$6310.63 (CPIU all city 2.9% as of 1-15-25)

| <u>District #</u>   | <u>Account Code</u>    | <u># of Classrooms</u> | <u>Cost</u>         | <u>Program</u> |
|---------------------|------------------------|------------------------|---------------------|----------------|
| 6                   | 02-060-810-000-350-000 | 5.5                    | \$ 34,708.47        | D/HH           |
|                     |                        |                        | <b>\$ 34,708.47</b> |                |
| 192                 | 02-700-810-000-350-000 | 1                      | \$ 6,310.63         | TEA ECSE       |
|                     | 02-061-810-000-350-000 | 0                      | \$ -                | PACES          |
|                     |                        |                        | <b>\$ 6,310.63</b>  |                |
| 194                 | 02-500-810-000-350-000 | 1                      | \$ 6,310.63         | DASH           |
|                     | 02-061-810-000-350-000 | 0                      | \$ -                | PACES          |
|                     |                        |                        | <b>\$ 6,310.63</b>  |                |
| 197                 | 02-500-810-000-350-000 | 1                      | \$ 6,310.63         | DASH           |
|                     |                        |                        | <b>\$ 6,310.63</b>  |                |
| 199                 | 02-700-810-000-350-000 | 1                      | \$ 6,310.63         | TEA ECSE       |
|                     | 02-060-810-000-350-000 | 2.5                    | \$ 15,776.58        | D/HH           |
|                     |                        |                        | <b>\$ 22,087.21</b> |                |
| 200                 | 02-500-810-000-350-000 | 1                      | \$ 6,310.63         | DASH           |
|                     |                        |                        | <b>\$ 6,310.63</b>  |                |
| 271                 | 02-700-810-000-350-000 | 1                      | \$ 6,310.63         | TEA ECSE       |
|                     |                        |                        | <b>\$ 6,310.63</b>  |                |
| <b>Grand Totals</b> |                        | <b>14</b>              | <b>\$ 88,348.82</b> |                |

|          | FY24 revised |                   | FY25 Revised budgets   |                     | adjust                |          |
|----------|--------------|-------------------|------------------------|---------------------|-----------------------|----------|
| PACES    | \$           | 37,000.00         | 02-061-810-000-350-000 | \$ -                | \$ (37,000.00)        | 0        |
| DASH     | \$           | 24,600.00         | 02-500-810-000-350-000 | \$ 18,975.00        | \$ (5,625.00)         | 0        |
| TEA ECSE | \$           | 59,850.00         | 02-700-810-000-350-000 | \$ 60,000.00        | \$ 150.00             | 0        |
| D/HH     | \$           | 42,800.00         | 02-060-810-000-350-000 | \$ 50,600.00        | \$ 7,800.00           | 0        |
|          | \$           | <b>164,250.00</b> |                        | <b>\$129,575.00</b> | <b>\$ (34,675.00)</b> | <b>0</b> |



**Intermediate School District 917**

***Purposeful. Personalized. Partners.***

1300 145th Street East, Rosemount, MN 55068 (651) 423-

8229 \* <http://www.isd917.org>

Dr. Michael Favor

TO: School Board

FROM: Dr. Michael Favor

DATE: March 4, 2025

RE: Policies

- Policy 533 is just a review of the goals for 2024-2025 pertaining to Policy 533.
- Policy 522 is removing our current Policy 522 and reverting back to the old Policy 522 from 2020. This policy is based upon the 2020 Final Rule on Title IX Regulations.

**\*This model policy is based upon the 2020 Final Rule on  
Title IX Regulations**

**522 TITLE IX SEX NONDISCRIMINATION POLICY, GRIEVANCE PROCEDURE AND PROCESS**

**I. GENERAL STATEMENT OF POLICY**

- A. The school district does not discriminate on the basis of sex in its education programs or activities, and it is required by Title IX of the Education Amendments Act of 1972, and its implementing regulations, not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. The school district is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.
- B. The school district prohibits sexual harassment that occurs within its education programs and activities. When the school district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, it shall promptly respond in a manner that is not deliberately indifferent.
- C. This policy applies to sexual harassment that occurs within the school district's education programs and activities and that is committed by a school district employee, student, or other members of the school community. This policy does not apply to sexual harassment that occurs off school grounds, in a private setting, and outside the scope of the school district's education programs and activities. This policy does not apply to sexual harassment that occurs outside the geographic boundaries of the United States, even if the sexual harassment occurs in the school district's education programs or activities.
- D. Any student, parent, or guardian having questions regarding the application of Title IX and its regulations and/or this policy and grievance process should discuss them with the Title IX Coordinator. The school district's Title IX Coordinator is:

Director of Human Resources  
1300 145th Street East  
Rosemount, Minnesota 55068  
Phone: 651-423-8652  
Email: [TitleIX@isd917.org](mailto:TitleIX@isd917.org)

Questions relating solely to Title IX and its regulations may be referred to the Title IX Coordinator, the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

- E. The effective date of this policy is August 14, 2020, and applies to alleged violations of this policy occurring on or after August 14, 2020.

**II. DEFINITIONS**

- A. "Actual knowledge" means notice of sexual harassment or allegations of sexual

harassment to the school district's Title IX Coordinator or to any employee of the school district. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only official of the school district with actual knowledge is the respondent.

- B. "Complainant" means a person who is alleged to be the victim of conduct that could constitute sexual harassment under Title IX. A Title IX Coordinator who signs a formal complaint is not a complainant unless the Title IX Coordinator is alleged to be the victim of the conduct described in the formal complaint.
- C. "Day" or "days" means, unless expressly stated otherwise, business days (i.e. day(s) that the school district office is open for normal operating hours, Monday - Friday, excluding State-recognized holidays).
- D. "Deliberately indifferent" means clearly unreasonable in light of the known circumstances. The school district is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.
- E. "Education program or activity" means locations, events, or circumstances for which the school district exercises substantial control over both the respondent and the context in which the sexual harassment occurs and includes school district education programs or activities that occur on or off of school district property.
- F. "Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the school district investigate the allegation of sexual harassment.
  - 1. A formal complaint filed by a complainant must be a physical document or an electronic submission. The formal complaint must contain the complainant's physical or digital signature, or otherwise indicate that the complainant is the person filing the formal complaint, and must be submitted to the Title IX Coordinator in person, by mail, or by email.
  - 2. A formal complaint shall state that, at the time of filing the formal complaint, the complainant was participating in, or attempting to participate in, an education program or activity of the school district with which the formal complaint is filed.
- G. "Informal resolution" means options for resolving a formal complaint that do not involve a full investigation and adjudication. Informal resolution may encompass a broad range of conflict resolution strategies, including mediation or restorative justice.
- H. "Relevant questions" and "relevant evidence" are questions, documents, statements, or information that are related to the allegations raised in a formal complaint. Relevant evidence includes evidence that is both inculpatory and exculpatory. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.
- I. "Remedies" means actions designed to restore or preserve the complainant's equal access to education after a respondent is found responsible. Remedies may include the

same individualized services that constitute supportive measures, but need not be non-punitive or non-disciplinary, nor must they avoid burdening the respondent.

- J. "Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment under Title IX.
- K. "Sexual harassment" means any of three types of misconduct on the basis of sex that occurs in a school district education program or activity and is committed against a person in the United States:
  - 1. *Quid pro quo* harassment by a school district employee (conditioning the provision of an aid, benefit, or service of the school district on an individual's participation in unwelcome sexual conduct);
  - 2. Unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person equal educational access; or
  - 3. Any instance of sexual assault (as defined in the Clery Act, 20 United States Code, section 1092(f)(6)A(v)), dating violence, domestic violence, or stalking (as defined in the Violence Against Women Act, 34 United States Code, section 12291).
- L. "Supportive measures" means individualized services provided to the complainant or respondent without fee or charge that are reasonably available, non-punitive, non-disciplinary, not unreasonably burdensome to the other party, and designed to ensure equal educational access, protect safety, and deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, alternative educational services as defined under Minnesota Statutes, section 121A.41, as amended, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the school district buildings or property, and other similar measures.
- M. "Title IX Personnel" means any person who addresses, works on, or assists with the school district's response to a report of sexual harassment or formal complaint, and includes persons who facilitate informal resolutions. The following are considered Title IX Personnel:
  - 1. "Title IX Coordinator" means an employee of the school district that coordinates the school district's efforts to comply with and carry out its responsibilities under Title IX. The Title IX Coordinator is responsible for acting as the primary contact for the parties and ensuring that the parties are provided with all notices, evidence, reports, and written determinations to which they are entitled under this policy and grievance process. The Title IX Coordinator is also responsible for effective implementation of any supportive measures or remedies. The Title IX Coordinator must be free from conflicts of interest and bias when administering the grievance process.
  - 2. "Investigator" means a person who investigates a formal complaint. The investigator of a formal complaint may not be the same person as the Decision-maker or the Appellate Decision-maker. The Investigator may be a school district employee, school district official, or a third party designated by the school district.

3. "Decision-maker" means a person who makes a determination regarding responsibility after the investigation has concluded. The Decision-maker cannot be the same person as the Title IX Coordinator, the Investigator, or the Appellate Decision-maker.
4. "Appellate Decision-maker" means a person who considers and decides appeals of determinations regarding responsibility and dismissals of formal complaints. The Appellate Decision-maker cannot be the same person as the Title IX Coordinator, Investigator, or Decision-maker. The Appellate Decision-maker may be a school district employee, or a third party designated by the school district.
5. The superintendent of the school district may delegate functions assigned to a specific school district employee under this policy, including but not limited to the functions assigned to the Title IX Coordinator, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes, to any suitably qualified individual and such delegation may be rescinded by the superintendent at any time. The school district may also, in its discretion, appoint suitably qualified persons who are not school district employees to fulfill any function under this policy, including, but not limited to, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes.

### **III. BASIC REQUIREMENTS FOR GRIEVANCE PROCESS**

#### **A. Equitable Treatment**

1. The school district shall treat complainants and respondents equitably. However, equality or parity with respect to supportive measures provided to complainants and respondents is not required.
2. The school district will not impose any disciplinary sanctions or take any other actions against a respondent that do not constitute supportive measures until it has completed this grievance process and the respondent has been found responsible.
3. The school district will provide appropriate remedies to the complainant any time a respondent is found responsible.

#### **B. Objective and Unbiased Evaluation of Complaints**

1. Title IX Personnel, including the Title IX Coordinator, Investigator, Decision-maker, and Appellate Decision-maker, shall be free from conflicts of interest or bias for or against complainants or respondents generally or a specific complainant or respondent.
2. Throughout the grievance process, Title IX Personnel will objectively evaluate all relevant evidence, inculpatory and exculpatory, and shall avoid credibility determinations based solely on a person's status as a complainant, respondent, or witness.

- C. Title IX Personnel will presume that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

D. Confidentiality

The school district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act (FERPA), 20 United States Code, section 1232g, FERPA regulations, 34 Code of Federal Regulations, part 99, Minnesota law under Minnesota Statutes section 13.32, or as required by law, or to carry out the purposes of 34 Code of Federal Regulations, part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder (i.e., the school district's obligation to maintain confidentiality shall not impair or otherwise affect the complainants and respondents receipt of the information to which they are entitled with respect to the investigative record and determination of responsibility).

E. Right to an Advisor; Right to a Support Person

Complainants and respondents have the right, at their own expense, to be assisted by an advisor of their choice during all stages of any grievance proceeding, including all meetings and investigative interviews. The advisor may be, but is not required to be, an attorney. In general, an advisor is not permitted to speak for or on behalf of a complainant or respondent, appear in lieu of complainant or respondent, participate as a witness, or participate directly in any other manner during any phase of the grievance process.

A complainant or respondent with a disability may be assisted by a support person throughout the grievance process, including all meetings and investigative interviews, if such accommodation is necessary. A support person may be a friend, family member, or any individual who is not otherwise a potential witness. The support person is not permitted to speak for or on behalf of a complainant or respondent, appear in lieu of complainant or respondent, participate as a witness, or participate directly in any other manner during any phase of the grievance process.

F. Notice

The school district will send written notice of any investigative interviews or meetings to any party whose participation is invited or expected. The written notice will include the date, time, location, participants, and purpose of the meeting or interview, and will be provided to allow sufficient time for the party to prepare to participate.

G. Consolidation

The school district may, in its discretion, consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

H. Evidence

1. During the grievance process, the school district will not require, allow, rely upon, or otherwise use questions or evidence that constitute or seek disclosure of information protected under a legally recognized privilege, unless the person

holding such privilege has waived the privilege.

2. The school district shall not access, consider, disclose, or otherwise use a party's medical, psychological, and similar treatment records unless the school district obtains the party's voluntary, written consent.

I. Burden of Proof

1. The burden of gathering evidence and the burden of proof shall remain upon the school district and not upon the parties.
2. The grievance process shall use a preponderance of the evidence standard (i.e. whether it is more likely than not that the respondent engaged in sexual harassment) for all formal complaints of sexual harassment, including when school district employees are respondents.

J. Timelines

1. Any informal resolution process must be completed within thirty (30) calendar days following the parties' agreement to participate in such informal process.
2. An appeal of a determination of responsibility or of a decision dismissing a formal complaint must be received by the school district within five (5) days of the date the determination of responsibility or dismissal was provided to the parties.
3. Any appeal of a determination of responsibility or of a dismissal will be decided within thirty (30) calendar days of the day the appeal was received by the school district.
4. The school district will seek to conclude the grievance process, including any appeal, within 120 calendar days of the date the formal complaint was received by the school district.
5. Although the school district strives to adhere to the timelines described above, in each case, the school district may extend the time frames for good cause. Good cause may include, without limitation: the complexity of the allegations; the severity and extent of the alleged misconduct; the number of parties, witnesses, and the types of other evidence (e.g., forensic evidence) involved; the availability of the parties, advisors, witnesses, and evidence (e.g., forensic evidence); concurrent law enforcement activity; intervening school district holidays, breaks, or other closures; the need for language assistance or accommodation of disabilities; and/or other unforeseen circumstances.

K. Potential Remedies and Disciplinary Sanctions

1. The following is the range of possible remedies that the school district may provide a complainant and disciplinary sanctions that the school district might impose upon a respondent, following determination of responsibility: counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual or unilateral restrictions on contact between the parties, changes in work locations, leaves of absence, monitoring of certain areas of the school district buildings or property, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge.

2. If the Decision-maker determines a student-respondent is responsible for violating this policy, the Decision-maker will recommend appropriate remedies, including disciplinary sanctions/consequences. The Title IX Coordinator will notify the superintendent of the recommended remedies, such that an authorized administrator can consider the recommendation(s) and implement appropriate remedies in compliance with MSBA Model Policy 506 – Student Discipline. The discipline of a student-respondent must comply with the applicable provisions of Minnesota Pupil Fair Dismissal Act, the Individuals with Disabilities Education Improvement Act (IDEA) and/or Section 504 of the Rehabilitation Act of 1972, and their respective implementing regulations.

#### **IV. REPORTING PROHIBITED CONDUCT**

- A. Any student who believes they have been the victim of unlawful sex discrimination or sexual harassment, or any person (including the parent or guardian of a student) with actual knowledge of conduct which may constitute unlawful sex discrimination or sexual harassment toward a student should report the alleged acts as soon as possible to the Title IX Coordinator.
- B. Any employee of the school district who has experienced, has actual knowledge of, or has witnessed unlawful sex discrimination, including sexual harassment, or who otherwise becomes aware of unlawful sex discrimination, including sexual harassment, must promptly report the allegations to the Title IX Coordinator without screening or investigating the report or allegations.
- C. A report of unlawful sex discrimination or sexual harassment may be made at any time, including during non-business hours, and may be made in person, by mail, by telephone, or by e-mail using the Title IX Coordinator’s contact information. A report may also be made by any other means that results in the Title IX Coordinator receiving the person’s verbal or written report.
- D. Sexual harassment may constitute both a violation of this policy and criminal law. To the extent the alleged conduct may constitute a crime, the School District may report the alleged conduct to law enforcement authorities. The school district encourages complainants to report criminal behavior to the police immediately.

#### **V. INITIAL RESPONSE AND ASSESSMENT BY THE TITLE IX COORDINATOR**

- A. When the Title IX Coordinator receives a report, the Title IX Coordinator shall promptly contact the complainant confidentially to discuss the availability of supportive measures, consider the complainant’s wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.
- B. The school district will offer supportive measures to the complainant whether or not the complainant decides to make a formal complaint. The school district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the school district’s ability to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.
- C. If the complainant does not wish to file a formal complaint, the allegations will not be

investigated by the school district unless the Title IX Coordinator determines that signing a formal complaint to initiate an investigation over the complainant's wishes is not clearly unreasonable in light of the known circumstances.

- D. Upon receipt of a formal complaint, the school district must provide written notice of the formal complaint to the known parties with sufficient time to prepare a response before any initial interview. This written notice must contain:
1. The allegations of sexual harassment, including sufficient details known at the time, the identities of the parties involved in the incident (if known), the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known;
  2. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process;
  3. A statement explaining that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney;
  4. A statement that the parties may inspect and review evidence gathered pursuant to this policy;
  5. A statement informing the parties of any code of conduct provision that prohibits knowingly making false statements or knowingly submitting false information; and
  6. A copy of this policy.

## **VI. STATUS OF RESPONDENT DURING PENDENCY OF FORMAL COMPLAINT**

### **A. Emergency Removal of a Student**

1. The school district may remove a student-respondent from an education program or activity of the school district on an emergency basis before a determination regarding responsibility is made if:
  - a. The school district undertakes an individualized safety and risk analysis;
  - b. The school district determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal of the student-respondent; and
  - c. The school district determines the student-respondent poses such a threat, it will so notify the student-respondent and the student-respondent will have an opportunity to challenge the decision immediately following the removal. In determining whether to impose emergency removal measures, the Title IX Coordinator shall consult related school district policies, including MSBA Model Policy 506 – Student Discipline. The school district must take into consideration applicable requirements of the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973, prior to removing a special education student or Section 504 student on an emergency

basis.

B. Employee Administrative Leave

The school district may place a non-student employee on administrative leave during the pendency of the grievance process of a formal complaint. Such leave will typically be paid leave unless circumstances justify unpaid leave in compliance with legal requirements. The school district must take into consideration applicable requirements of Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act prior to removing an individual with a qualifying disability.

**VII. INFORMAL RESOLUTION OF A FORMAL COMPLAINT**

- A. At any time prior to reaching a determination of responsibility, informal resolution may be offered and facilitated by the school district at the school district's discretion, but only after a formal complaint has been received by the school district.
- B. The school district may not require as a condition of enrollment or continued enrollment, or of employment or continued employment, or enjoyment of any other right, waiver of the right to a formal investigation and adjudication of formal complaints of sexual harassment.
- C. The informal resolution process may not be used to resolve allegations that a school district employee sexually harassed a student.
- D. The school district will not facilitate an informal resolution process without both parties' agreement, and will obtain their voluntary, written consent. The school district will provide to the parties a written notice disclosing the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, the parties' right to withdraw from the informal resolution process, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.
- E. At any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint.

**VIII. DISMISSAL OF A FORMAL COMPLAINT**

- A. Under federal law, the school district must dismiss a Title IX complaint, or a portion thereof, if the conduct alleged in a formal complaint or a portion thereof:
  - 1. Would not meet the definition of sexual harassment, even if proven;
  - 2. Did not occur in the school district's education program or activity; or
  - 3. Did not occur against a person in the United States.
- B. The school district may, in its discretion, dismiss a formal complaint or allegations therein if:
  - 1. The complainant informs the Title IX Coordinator in writing that the complainant desires to withdraw the formal complaint or allegations therein;

2. The respondent is no longer enrolled or employed by the school district; or
  3. Specific circumstances prevent the school district from gathering sufficient evidence to reach a determination.
- C. The school district shall provide written notice to both parties of a dismissal. The notice must include the reasons for the dismissal.
  - D. Dismissal of a formal complaint or a portion thereof does not preclude the school district from addressing the underlying conduct in any manner that the school district deems appropriate.

**IX. INVESTIGATION OF A FORMAL COMPLAINT**

- A. If a formal complaint is received by the School District, the school district will assign or designate an Investigator to investigate the allegations set forth in the formal complaint.
- B. If during the course of the investigation the school district decides to investigate any allegations about the complainant or respondent that were not included in the written notice of a formal complaint provided to the parties, the school district must provide notice of the additional allegations to the known parties.
- C. When a party's participation is invited or expected in an investigative interview, the Investigator will coordinate with the Title IX Coordinator to provide written notice to the party of the date, time, location, participants, and purposes of the investigative interview with sufficient time for the party to prepare.
- D. During the investigation, the Investigator must provide the parties with an equal opportunity to present witnesses for interviews, including fact witnesses and expert witnesses, and other inculpatory and exculpatory evidence.
- E. Prior to the completion of the investigative report, the Investigator, through the Title IX Coordinator, will provide the parties and their advisors (if any) with an equal opportunity to inspect and review any evidence directly related to the allegations. The evidence shall be provided in electronic format or hard copy and shall include all relevant evidence, evidence upon which the school district does not intend to rely in reaching a determination regarding responsibility, and any inculpatory or exculpatory evidence whether obtained from a party or another source. The parties will have ten (10) days to submit a written response, which the Investigator will consider prior to completion of the investigative report.
- F. The Investigator will prepare a written investigative report that fairly summarizes the relevant evidence. The investigative report may include credibility determinations that are not based on a person's status as a complainant, respondent or witness. The school district will send the parties and their advisors (if any) a copy of the report in electronic format or hard copy, for their review and written response at least ten (10) days prior to a determination of responsibility.

**X. DETERMINATION REGARDING RESPONSIBILITY**

- A. After the school district has sent the investigative report to both parties and before the school district has reached a determination regarding responsibility, the Decision-maker must afford each party the opportunity to submit written, relevant questions that a party

wants asked of any party or witness.

- B. The Decision-maker must provide the relevant questions submitted by the parties to the other parties or witnesses to whom the questions are offered, and then provide each party with the answers, and allow for additional, limited follow-up questions from each party.
- C. The Decision-maker must explain to the party proposing the questions any decision to exclude a question as not relevant.
- D. When the exchange of questions and answers has concluded, the Decision-maker must issue a written determination regarding responsibility that applies the preponderance of the evidence standard to the facts and circumstances of the formal complaint. The written determination of responsibility must include the following:
  - 1. Identification of the allegations potentially constituting sexual harassment;
  - 2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
  - 3. Findings of fact supporting the determination;
  - 4. Conclusions regarding the application of the school district's code of conduct to the facts;
  - 5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the school district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the school district to the complainant; and
  - 6. The school district's procedures and permissible bases for the complainant and respondent to appeal and the date by which an appeal must be made.
- E. In determining appropriate disciplinary sanctions, the Decision-maker should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incident occurred.
- F. The written determination of responsibility must be provided to the parties simultaneously.
- G. The Title IX Coordinator is responsible for the effective implementation of any remedies.
- H. The determination regarding responsibility becomes final either on the date that the school district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

## **XI. APPEALS**

- A. The school district shall offer the parties an opportunity to appeal a determination

regarding responsibility or the school district's dismissal of a formal complaint or any allegations therein, on the following bases:

1. A procedural irregularity that affected the outcome of the matter (e.g., a material deviation from established procedures);
  2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
  3. The Title IX Coordinator, Investigator, or Decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
- B. If notice of an appeal is timely received by the school district, the school district will notify the parties in writing of the receipt of the appeal, assign or designate the Appellate Decision-maker, and give the parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.
- C. After reviewing the parties' written statements, the Appellate Decision-maker must issue a written decision describing the result of the appeal and the rationale for the result.
- D. The written decision describing the result of the appeal must be provided simultaneously to the parties.
- E. The decision of the Appellate Decision-maker is final. No further review beyond the appeal is permitted.

## **XII. RETALIATION PROHIBITED**

- A. Neither the school district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, constitutes retaliation. Retaliation against a person for making a report of sexual harassment, filing a formal complaint, or participating in an investigation, constitutes a violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.
- B. Any person may submit a report or formal complaint alleging retaliation in the manner described in this policy and it will be addressed in the same manner as other complaints of sexual harassment or sex discrimination.
- C. Charging an individual with violation of school district policies for making a materially false statement in bad faith in the course of a grievance proceeding under this policy shall not constitute retaliation, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

### **XIII. TRAINING**

- A. The school district shall ensure that Title IX Personnel receive appropriate training. The training shall include instruction on:
  - 1. The Title IX definition of sexual harassment;
  - 2. The scope of the school district's education program or activity;
  - 3. How to conduct an investigation and grievance process, appeals, and informal resolution processes, as applicable;
  - 4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias;
  - 5. For Decision-makers, training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's prior sexual behavior are not relevant; and
  - 6. For Investigators, training on issues of relevance, including the creation of an investigative report that fairly summarizes relevant evidence.
- B. The training materials will not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints.
- C. Materials used to train Title IX Personnel must be posted on the school district's website. If the school district does not have a website, it must make the training materials available for public inspection upon request.

### **XIV. DISSEMINATION OF POLICY**

- A. This policy shall be made available to all students, parents/guardians of students, school district employee, and employee unions.
- B. The school district shall conspicuously post the name of the Title IX Coordinator, including office address, telephone number, and work e-mail address on its website and in each handbook that it makes available to parents, guardians, employees, students, unions, or applicants.
- C. The school district must provide applicants for admission and employment, students, parents or legal guardians of secondary school students, employees, and all unions holding collective bargaining agreements with the school district, with the following:
  - 1. The name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator;
  - 2. Notice that the school district does not discriminate on the basis of sex in the education program or activity that it operates, and that it is required by Title IX not to discriminate in such a manner;
  - 3. A statement that the requirement not to discriminate in the education program or activity extends to admission and employment, and that inquiries about the application of Title IX may be referred to the Title IX Coordinator, to the

Assistant Secretary for Civil Rights of the United States Department of Education, or both; and

4. Notice of the school district's grievance procedures and grievance process contained in this policy, including how to report or file a complaint of sex discrimination, how to report or file a formal complaint of sexual harassment, and how the school district will respond.

## **XV. RECORDKEEPING**

- A. The school district must create, and maintain for a period of seven calendar years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the school district must document:
  1. The basis for the school district's conclusion that its response to the report or formal complaint was not deliberately indifferent;
  2. The measures the school district has taken that are designed to restore or preserve equal access to the school district's education program or activity; and
  3. If the school district does not provide a complainant with supportive measures, then it must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. Such a record must be maintained for a period of seven years.
  4. The documentation of certain bases or measures does not limit the recipient in the future from providing additional explanations or detailing additional measures taken.
- B. The school district must also maintain for a period of seven calendar years records of:
  1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the recipient's education program or activity;
  2. Any appeal and the result therefrom;
  3. Any informal resolution and the result therefrom; and
  4. All materials used to train Title IX Personnel.

**Legal References:** Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)  
Minn. Stat. §§ 121A.40 – 121A.575 (Minnesota Pupil Fair Dismissal Act)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments)  
34 C.F.R. Part 106 (Implementing Regulations of Title IX)  
20 U.S.C § 1400, *et seq.* (Individuals with Disabilities Education Act)  
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act)  
42 U.S.C. § 12101, *et seq.* (Americans with Disabilities Act)  
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act of 1974)  
20 U.S.C. § 1092 *et seq.* (Jeanne Clery Disclosure of Campus Security and Campus Crime Statistics Act ("Clery Act"))

**Cross References:** MSBA/MASA Model Policy 102 (Equal Educational Opportunity)  
MSBA/MASA Model Policy 413 (Harassment and Violence)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital Status  
Nondiscrimination)

**THIS POLICY IS REMOVED AND REPLACED WITH THE POLICY FROM 2020.**

**522 – TITLE IX SEX NONDISCRIMINATION POLICY & GRIEVANCE PROCEDURE**

**I. GENERAL STATEMENT OF POLICY/ NOTICE OF NONDISCRIMINATION**

- A. The school district does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates, as required by Title IX, including in employment.
- B. Inquiries about Title IX may be referred to the Title IX Coordinator(s), the United States Department of Education’s Office for Civil Rights, or both. The school district’s Title IX Coordinator(s) is/are:

**Director of Human Resources**  
**1300 145th Street East**  
**Rosemount, Minnesota 55068**  
**Phone: 651-423-8652**  
**Email: [TitleIX@isd917.org](mailto:TitleIX@isd917.org)**

- C. To report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX, please contact the Title IX Coordinator identified above or refer to [https://www.isd917.org/about/title\\_i\\_x](https://www.isd917.org/about/title_i_x)
- D. The school district’s nondiscrimination policy and grievance procedures can be located on the school district’s website as Policy 522 ([https://www.isd917.org/about/school\\_board/policies](https://www.isd917.org/about/school_board/policies)).
- E. The effective date of this policy is **August 1, 2024**, and applies to alleged violations of this policy occurring on or after **August 1, 2024**.

**Legal References:** Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)  
Minn. Stat. §§ 121A.40 – 121A.575 (Minnesota Pupil Fair Dismissal Act)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments)  
34 C.F.R. Part 106 (Implementing Regulations of Title IX)  
20 U.S.C § 1400, *et seq.* (Individuals with Disabilities Education Act)  
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act)  
42 U.S.C. § 12101, *et seq.* (Americans with Disabilities Act)  
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act of 1974)

**Cross References:** MSBA/MASA Model Policy 102 (Equal Educational Opportunity)

Drafted by Squires, Waldspurger & Mace, P.A., August 13, 2024

## **Title IX Grievance Procedure and Process**

### **Addendum to Policy 522**

#### **I. General**

The school district has adopted these grievance procedures that provide for the prompt and equitable resolution of complaints made by students, employees, or other individuals who are participating or attempting to participate in its education program or activity, or by the Title IX Coordinator, alleging any action that would be prohibited by Title IX or the Title IX regulations.

#### **II. Complaints**

A. **Complaints of Sex-based Harassment.** The following people have a right to make a complaint of sex discrimination, including complaints of sex-based harassment, requesting that the school district investigate and make a determination about alleged discrimination under Title IX:

1. A “complainant,” which includes:
  - a. a student or employee of the school district who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX; or
  - b. a person other than a student or employee of the school district who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX at a time when that individual was participating or attempting to participate in the school district’s education program or activity;
2. A parent, guardian, or other authorized legal representative with the legal right to act on behalf of a complainant; or
3. The school district’s Title IX Coordinator.

B. **Complaints of Sex Discrimination other than Sex-Based Harassment.** In addition to the people identified in Paragraph 1, the following people have a right to make a complaint of sex discrimination other than sex-based harassment:

1. Any student or employee of the school district; or
2. Any person other than a student or employee who was participating or attempting to participate in the school district’s education program or activity at the time of the alleged sex discrimination.

C. **Consolidation.** The school district may consolidate complaints of sex discrimination against more than one respondent, or by more than one complainant against one or more respondents,

or by one party against another party, when the allegations of sex discrimination arise out of the same facts or circumstances. When more than one complainant or more than one respondent is involved, references below to a party, complainant, or respondent include the plural, as applicable.

### **III. Basic Requirements of Title IX Grievance Procedures**

- A. The school district will treat complainants and respondents equitably.
- B. The school district requires that any Title IX Coordinator, investigator, or decisionmaker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. The decisionmaker may be the same person as the Title IX Coordinator or investigator.
- C. The school district presumes that the respondent is not responsible for the alleged sex discrimination until a determination is made at the conclusion of the grievance procedures.
- D. The school district has established the following reasonably prompt timeframes for the major stages of the grievance procedures:
  - 1. Any informal resolution process must be completed within thirty (30) calendar days following the parties' agreement to participate in such informal process.
  - 2. An appeal of a decision dismissing a complaint must be received by the school district within five (5) days of the date the notice of dismissal was provided to the parties.
  - 3. Any appeal of a dismissal will be decided within ten (10) calendar days of the day the appeal was received by the school district.
  - 4. The school district will seek to conclude the grievance process within 90 calendar days of the date the complaint was received by the school district.
- E. The school district has also established the following process that allows for the reasonable extension of timeframes on a case-by-case basis for good cause with notice to the parties that includes the reason for the delay:
  - 1. Any party or an investigator, decisionmaker, appellate decisionmaker, or informal resolution facilitator may make a request to the Title IX Coordinator to extend the timeline for good cause. If the Title IX Coordinator determines the reason for the extension constitutes good cause, the Title IX Coordinator will notify the parties of the reason for delay.
  - 2. Good cause may include, without limitation: the complexity of the allegations; the severity and extent of the alleged misconduct; the number of parties, witnesses, and the types of other evidence (e.g., forensic evidence) involved; the availability of the parties, advisors, witnesses, and evidence (e.g., forensic evidence); concurrent law enforcement activity; intervening school district holidays, breaks, or other closures; the need for language assistance or accommodation of disabilities; and/or other unforeseen circumstances.

- F. The school district will take reasonable steps to protect the privacy of the parties and witnesses during the pendency of the grievance procedures. These steps will not restrict the ability of the parties to obtain and present evidence, including by speaking to witnesses, subject to the prohibition against retaliation; consult with their family members, confidential resources, or advisors; or otherwise prepare for or participate in the grievance procedures.
- G. The school district will objectively evaluate all evidence that is relevant and not otherwise impermissible, including both inculpatory and exculpatory evidence. Credibility determinations will not be based on a person's status as a complainant, respondent, or witness.
- H. The following types of evidence, and questions seeking that evidence, as impermissible (i.e., will not be accessed or considered, unless an exception below applies; will not be disclosed; and will not otherwise be used), regardless of whether they are relevant:
  - a. Evidence that is protected under a privilege as recognized by federal or Minnesota law, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality;
  - b. A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless the school district has that party's or witness's voluntary, written consent for use in the grievance procedures; and
  - c. Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless evidence about the complainant's prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment. The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.

#### **IV. Notice of Allegations**

- A. Upon initiation of the school district's grievance procedures, the school district will notify the parties of the following:
  - 1. The school district's Title IX grievance procedures, and if applicable, any informal resolution process;
  - 2. Sufficient information available at the time to allow the parties to respond to the allegations, including the identities of the parties involved in the incident(s), the conduct alleged to constitute sex discrimination, and the date(s) and location(s) of the alleged incident(s), to the extent that information is available to the school district;

3. Retaliation is prohibited; and
  4. The parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of this evidence. If the school district provides a description of the evidence, the parties are entitled to an equal opportunity to access to the relevant and not otherwise impermissible evidence upon the request of any party.
- B. If, in the course of an investigation, the school district decides to investigate additional allegations of sex discrimination by the respondent toward the complainant that are not included in the notice, the school district will provide notice of the additional allegations to the parties whose identities are known.

**V. Dismissal of a Complaint**

- A. The school district may dismiss a complaint of sex discrimination if:
1. The school district is unable to identify the respondent after taking reasonable steps to do so;
  2. The respondent is not participating in a school district education program or activity and is not employed by the school district;
  3. The complainant voluntarily withdraws any or all of the allegations in the complaint, the Title IX Coordinator declines to initiate a complaint, and the school district determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination under Title IX even if proven; or
  4. The school district determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX. Before dismissing the complaint, the school district will make reasonable efforts to clarify the allegations with the complainant.
- B. Upon dismissal, the school district will promptly notify the complainant of the basis for the dismissal. If the dismissal occurs after the respondent has been notified of the allegations, then the school district will also notify the respondent of the dismissal and the basis for the dismissal promptly following notification to the complainant, or simultaneously if notification is in writing.
- C. The school district will notify the complainant that a dismissal may be appealed and will provide the complainant with an opportunity to appeal the dismissal of a complaint. If the dismissal occurs after the respondent has been notified of the allegations, then the school district will also notify the respondent that the dismissal may be appealed. Dismissals may be appealed on the following bases:
1. Procedural irregularity that would change the outcome;
  2. New evidence that would change the outcome and that was not reasonably available when the dismissal was made; and

3. The Title IX Coordinator, investigator, or decisionmaker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome.
- D. If the dismissal is appealed, the school district will:
1. Notify the parties of any appeal, including notice of the allegations if notice was not previously provided to the respondent;
  2. Implement appeal procedures equally for the parties;
  3. Ensure that the decisionmaker for the appeal did not take part in an investigation of the allegations or dismissal of the complaint;
  4. Ensure that the decisionmaker for the appeal has received training required by Title IX;
  5. Provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome; and
  6. Notify the parties of the result of the appeal and the rationale for the result.
- E. When a complaint is dismissed, the school district must, at a minimum:
1. Offer supportive measures to the complainant as appropriate;
  2. If the respondent has been notified of the allegations, offer supportive measures to the respondent as appropriate; and
  3. Take other appropriate prompt and effective steps, as appropriate, through the Title IX Coordinator to ensure that sex discrimination does not continue or recur within the school district's education program or activity.
- F. Dismissal of a complaint or a portion thereof does not preclude the school district from addressing the underlying conduct in any manner that the school district deems appropriate.

## **VI. Investigation**

- A. The school district will provide for adequate, reliable, and impartial investigation of complaints.
- B. The burden is on the school district – not on the parties – to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred;
- C. The school district will provide an equal opportunity for the parties to present fact witnesses and other inculpatory and exculpatory evidence that are relevant and not otherwise impermissible;
- D. The school district will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance.

E. The school district will provide each party with an equal opportunity to access the evidence that is relevant to the allegations of sex discrimination and not otherwise impermissible in the following manner:

- a. The school district will provide an equal opportunity to access either the relevant and not otherwise impermissible evidence, or an accurate description of this evidence. If the school district provides a description of the evidence, it will provide the parties with an equal opportunity to access the relevant and not otherwise impermissible evidence upon the request of any party;
- b. The school district will provide a reasonable opportunity to respond to the evidence or to the accurate description of the evidence; and
- c. The school district will take reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence obtained solely through the grievance procedures. Disclosures of such information and evidence for purposes of administrative proceedings or litigation related to the complaint of sex discrimination are authorized.

F. Questioning Parties and Witnesses to Aid in Evaluating Allegations and Assessing Credibility

The decisionmaker may ask questions of parties and witnesses to adequately assess a party's or witness's credibility to the extent credibility is both in dispute and relevant to evaluating one or more allegations of sex discrimination.

G. Determination Whether Sex Discrimination Occurred

Following an investigation and evaluation of all relevant and not otherwise impermissible evidence, the school district will:

1. Use the preponderance of the evidence standard of proof to determine whether sex discrimination occurred. This standard of proof requires the decisionmaker to evaluate relevant and not otherwise impermissible evidence for its persuasiveness. If the decisionmaker is not persuaded under the applicable standard by the evidence that sex discrimination occurred, whatever the quantity of the evidence is, the decisionmaker will not determine that sex discrimination occurred.
2. Notify the parties in writing of the determination whether sex discrimination occurred under Title IX or its regulations including the rationale for such determination;
3. Not impose discipline on a respondent for sex discrimination prohibited by Title IX unless there is a determination at the conclusion of the grievance procedures that the respondent engaged in prohibited sex discrimination;
4. If there is a determination that sex discrimination occurred, the Title IX Coordinator will, as appropriate:

- a. Coordinate the provision and implementation of remedies to a complainant and other persons the school district identifies as having had equal access to the school district's education program or activity limited or denied by sex discrimination;
  - b. Coordinate the imposition of any disciplinary sanctions on a respondent, including notification to the complainant of any such disciplinary sanctions; and
  - c. Take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the school district's education program or activity;
4. Comply with the grievance procedures before the imposition of any disciplinary sanctions against a respondent; and
  5. Not discipline a party, witness, or others participating in school district's grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the school district's determination whether sex discrimination occurred.

**V. Informal Resolution**

In lieu of resolving a complaint through the school district's grievance procedures, the parties may instead elect to participate in an informal resolution process offered by the school district. Informal resolution is not available to resolve a complaint that includes allegations that an employee engaged in sex-based harassment of a student, or when such a process would conflict with Federal, Minnesota, or local law.

**VI. Disciplinary Sanctions & Remedies for Complaints of Sex-Based Harassment**

- A. Supportive measures may be made available to complainants and respondents, as appropriate. Available supportive measures include: reassignment of classes, transportation changes, no-contact directives, alternate passing times, escorts, extensions of deadlines or course-related requirements, counseling or support from designated adults, and other measures that are necessary and appropriate to ensure complainants and respondents are not denied equal access to the school district's education program and activity.
- B. Following a determination that sex-based harassment occurred by a student-respondent, the school district may impose discipline consistent with Policy 506. Following a determination that sex-based harassment occurred by an employee-respondent, the school district may impose discipline consistent with any applicable personnel policy, collective bargaining agreement, or Minnesota law, including suspension without pay and termination or discharge.
- C. Following a determination that sex-based harassment occurred, available remedies may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual or unilateral restrictions on contact between the parties, leaves of absence, monitoring of certain areas of school district buildings or property, transfer, transportation changes, and other remedies determined appropriate by the Title IX Coordinator.

**533 WELLNESS**

**I. PURPOSE**

The purpose of this policy is to assure a school environment that promotes and protects students' health, well-being, and ability to learn by supporting healthy eating and physical activity.

**II. GENERAL STATEMENT OF POLICY**

- A. The school board recognizes that nutrition promotion and education, physical activity, and other school-based activities that promote student wellness are essential components of the educational process and that good health fosters student attendance and education.
- B. The school environment should promote students' health, well-being, and ability to learn by encouraging healthy eating and physical activity.
- C. The school district encourages the involvement of students, parents, guardians, teachers, school health professionals, the school board, school administrators and the general public in development, implementation, authority and period review and update of the school district's Wellness policy.
- D. Children need access to healthy foods and opportunities to be physically active in order to grow, learn, and thrive.
- E. All students in grades K-12 will have opportunities, support, and encouragement to be physically active on a regular basis.
- F. Qualified food service personnel will provide students with access to a variety of nutritious and appealing foods that meet the health and nutrition needs of students, at no cost, to accommodate the religious, ethnic, and cultural diversity of the student body in meal planning, and will provide clean, safe, and pleasant settings and adequate time for students to eat.

**III. GOALS**

**A. Physical Activity**

- 1. Through district curriculum district 917 will educate students to recognize that physical education is an essential component of the educational process and that good health fosters student achievement.
- 2. Provide opportunities to strengthen the skills and knowledge needed to maintain a healthy lifestyle through the district's physical education and health curricula.

3. Students need opportunities for physical activity and to fully embrace regular physical activity as a personal behavior. Toward that end, health education will reinforce the knowledge and self-management skills needed to maintain a healthy lifestyle and reduce sedentary activities such as watching television;
4. Teachers will be encouraged to develop opportunities for physical activity that can be incorporated into subject lessons and are encouraged to provide short, physical activity breaks during class.

**B. Nutrition Education and Promotion**

1. Through district curriculum district 917 will provide nutrition education that follows national and state standards and focuses on understanding the relationship between personal behavior, individual health and the impact of food choices.
2. Provide nutrition education that is developmentally appropriate, culturally relevant and includes participatory activities that address agriculture and the food system.
3. The school district will encourage all students to make age appropriate, healthy selections of foods and beverages, including those sold individually outside the reimbursable school meal programs, such as through a la carte [snack] lines, vending machines, fundraising events, concession stands, and student stores.
4. Teachers will be encouraged to incorporate nutritional information into subject lessons when appropriate.

**IV. NUTRITION GUIDELINES**

**A. Competitive Foods and Beverages**

1. All competitive foods and beverages made available on campus (including concessions and a la carte cafeteria items) will meet the USDA Smart Snacks in School (Smart Snacks) nutrition standards and any applicable state nutrition standards, at a minimum. Smart Snacks aim to improve student health and well-being, increase consumption of healthful foods during the school day, and create an environment that reinforces the development of healthy eating habits. The district will not participate in marketing of foods that do not meet the Smart Snacks criteria.
2. Food service personnel will take every measure to ensure that student access to foods and beverages meet or exceed all federal, state, and local laws and guidelines as required by the National School Lunch and Breakfast Programs.
3. Food service personnel shall adhere to all federal, state, and local food safety and security guidelines.

4. The school district will make every effort to eliminate any social stigma attached to, and prevent the overt identification of, students who are eligible for educational benefits. The school district will provide both breakfast and lunch meals including beverages and access to drinking water at no cost through the state Free School Meals Program.
5. The school district will provide students access to hand washing or hand sanitizing before they eat meals or snacks.
6. The school district will make every effort to provide students with sufficient time to eat after sitting down for school meals and will schedule meal periods at appropriate times during the school day.
7. Food will not be used as a reward or punishment for academic performance or behavior. Per the Americans with Disabilities Act, special Consideration will be given for students with an Individual Education Plan, 504 accommodation or with special health and dietary requirements.

**B. Other Foods and Beverages Made Available to Students**

1. Student wellness will be a consideration for all foods offered, but not sold, to students on the school campus, including those foods provided through:
  - a. Celebrations and parties. The school district will provide a list of healthy party ideas to parents or guardians and teachers, including non-food celebration ideas.
  - b. Classroom snacks brought by parents or guardians. The school district will provide to parents or guardians a list of suggested foods and beverages that meet Smart Snacks nutrition standards.
2. Rewards and incentives. Schools will not use foods or beverages as rewards for academic performance or good behavior (unless this practice is allowed by a student's individual education plan or behavior intervention plan) and will not withhold food or beverages as punishment.

**C. School Food Service Program/Personnel**

1. The school district will provide healthy and safe school meal programs that strictly comply with all federal, state, and local statutes and regulations.
2. The school district shall designate an appropriate person to be responsible for the school district's food service program, whose duties shall include the creation of nutrition guidelines and procedures for the selection of foods and beverages made available on campus to ensure food and beverage choices are consistent with current USDA Dietary Guidelines for Americans.

3. As part of the school district's responsibility to operate a food service program, the school district will provide continuing professional development for all food service personnel in schools.
4. Food service personnel will try to accommodate the religious, ethnic, and cultural diversity of the student body in meal planning.
5. Food service personnel will provide clean, safe, and pleasant settings and adequate time for students to eat.
6. ~~Food service personnel will not have access to~~~~The school district will make every effort to eliminate any social stigma attached to, and prevent the overt identification of, students who are eligible for~~ educational benefit status of any student school meals.
7. The school district will make every effort to provide students with sufficient time to eat after sitting down for school meals and will schedule meal periods at appropriate times during the school day.

**D. Communications with Parents or Guardians**

1. The school district recognizes that parents and guardians have a primary and fundamental role in promoting and protecting their children's health and well-being.
2. The school district will support parents' or guardians' efforts to provide a healthy diet and daily physical activity for their children.
3. The school district encourages parents or guardians to pack healthy lunches and snacks and refrain from including beverages and foods without nutritional value.
4. The school district will provide information about physical education and other school-based physical activity opportunities and will support parents' or guardians' efforts to provide their children with opportunities to be physically active outside of school.

**V. IMPLEMENTATION AND MONITORING**

- A. After approval by the school board, the wellness policy will be implemented throughout the school district.
- B. District 917 will maintain a Health and Wellness Committee to support the goals of the Wellness Policy. The committee will compile data reported from schools to assess compliance with the Wellness Policy and report to the superintendent on the progress made by the district in attaining the goals of the Wellness Policy. They will ensure completion of the Triennial Assessment of the policy every three years and post the assessment on the website when completed.

- C. School food service staff, at the school or district level, will ensure compliance within the school's food service areas and will report to the food service program administrator, the building principal, or the superintendent's designee, as appropriate.
- D. The school district's food service program administrator will annually inform the community about district progress in attaining the goals of the Wellness Policy.
- E. The superintendent or designee will ensure compliance with the wellness policy and will provide an annual report of the school district's compliance with the policy to the school board.

***Legal References:***

- 42 U.S.C. § 1751 *et seq.* (Healthy and Hungry-Free Kids Act)
- 42 U.S.C. § 1771 *et seq.* (Child Nutrition Act of 1966)
- 42 U.S.C. § 175Bb (Local Wellness Policy)
- 7 U.S.C. § 5341 (Establishment of Dietary Guidelines)
- 7 C.F.R. § 210.10 (School Lunch Program Regulations)
- 7 C.F.R. § 220.8 (School Breakfast Program Regulations)

***Local Resources:***

- Minnesota Department of Education, [www.education.state.mn.us](http://www.education.state.mn.us)
- Minnesota Department of Health, [www.health.state.mn.us](http://www.health.state.mn.us)
- County Health Departments
- Action for Healthy Kids Minnesota, [www.actionforhealthykids.org](http://www.actionforhealthykids.org)

**Board Policy 533 Wellness** states the Food Service Program Administrator/Business manager will annually inform the community about district progress in attaining the goals of the Wellness Policy. This Policy was reviewed and approved by the board on April 2nd, 2024 (copy of complete Wellness Policy at [https://www.isd917.org/for\\_parents/food\\_service](https://www.isd917.org/for_parents/food_service)). ISD 917 has made progress in attaining goals within this policy and I would like to summarize by location the reports provided by our Assistant Directors supervising these locations.

### **Goal 1 - Physical Activity:**

Don Budach, Assistant Director

#### **TESA:**

Students participate in recreation and leisure activities in the community as well as a part of our curriculum in Health and Fitness and Lifetime Recreation classes. They engage in a variety of activities such as bowling, bocce ball, kickball, yoga, walking, basketball, snowshoeing and hiking. They can also utilize the DCTC fitness center for weight training and cardio machines. Staff work with the students to establish personal fitness goals. The program offers student clubs throughout the year based on student interests ranging from healthy eating to hiking. Staff have also been working with students to increase mental health fitness by incorporating stretch management, breathing and mindfulness exercises.

#### **DASH:**

Students participate in a variety of adapted motor related activities on a daily basis with the support of staff. Specialists such as DAPE, OT and PT also address the students motor needs based on their ability.

Goals met

Amy Swaney, Assistant Director

#### **Concord Education Center:**

Students in the group setting participate in 30 minutes of physical education each day and Developmental Adaptive Physical Education (DAPE) is provided if a need is determined within the students' Individual Education Plans (IEPs). A portion of the curriculum is dedicated to educating students on the benefits of a healthy lifestyle and what a healthy lifestyle means. Concord has a weight room that students have access to during their physical education and DAPE services, as determined by the DAPE teachers. Students may also receive 25 minutes of recess daily, as well as sensory integration and

other gross-motor activities as determined by the students' IEPs. An additional sensory room was added to increase sensory integration in program as our student population increases.

Goal Met

Jackie Pauley, Assistant Director

Alliance Education Center:

Students in the group setting participate in a 30 minute Physical Education class each day, and DAPE is provided for specific students per their IEP goals. They also have a 20 minute recess built into their daily schedules and have access to fields and playground equipment outside for recess. A portion of the curriculum is dedicated to educating students on the benefits of a healthy lifestyle and what a healthy lifestyle means. Classrooms participate in movement breaks using GoNoodle video clips, stationary bike rides, calming walks, and yoga. They often play basketball during choice time and the facility has a motor room and weight room. The students enjoy "Workout Wednesdays" and using pedometers to track their activity throughout the day.

Goals met.

Jennifer Hetland, Assistant Director

Cedar School (SUN):

Students in SUN group and individual programming participate in Physical Education class or DAPE service daily per student needs. Shorter movement breaks of 10 to 15 minutes of physical activity such as walking, playing catch, biking, or shooting baskets in the gym are also implemented. In addition, students access fields and playground equipment outside for recess, movement breaks, and structured physical education/ or DAPE activities.

Goal met.

AJ Boehmer, Assistant Director

Lebanon Education Center (TEA and IDEA):

Students in the group setting participate in a 30 minute Physical Education class each day. Students who need Developmental Adaptive Physical Education (DAPE) receive those services as well. Students also have shorter breaks during the day for physical activity such as

walking, playing catch, shooting baskets in the gym, etc. Students often elect extra gym time at the end of the day and enjoy playing four square and participating in building wide field days as a school.

Goal met: Everyone received their services

Taylor Lovin, Assistant Director

D/HH Preschool:

Learners participate daily in physical activity in the Lincoln Center Elementary recess room, and then also with another planned physical activity session either outside on the playground, or in the Lincoln Center Elementary gym, depending on the weather. Some learners with motor delays additionally receive PT services to develop their balance, strength, and coordination skills to be as physically active as they are able. In addition, the D/HH preschool has movement/sensory breaks provided throughout the school day per individual student's sensory/physical needs.

Goal met: Students participated daily in physical activity and received their individualized services.

D/HH Lincoln Center Elementary:

Students participate in physical activity during their school day with regular physical education classes provided in the general education setting at Lincoln Center Elementary, which follows the District 6 PE curriculum. In addition, learners participate in physical activity by playing games and playing on playground equipment during daily recess. Staff promotes learners' participation during their supervision of students in both school PE classes and recess settings. Some learners with motor delays additionally receive PT and DAPE services to develop their balance, strength, and coordination skills to be as physically active as they are able. In addition, movement/sensory breaks are provided throughout learners' school day per individual student's sensory/physical needs.

Goal met: Students participated in physical activity within the general education setting and those with individualized services received their services.

D/HH Inver Grove Heights Middle School:

Students participate in physical education classes per middle school class requirements. Some learners with motor delays additionally receive DAPE services to develop their balance, strength, and coordination skills to be as physically active as they are able.

Goal Met: Students requiring middle school course requirements participated to meet their requirements.

D/HH Simley High School:

Students participate in physical education classes per high school credit requirements. Some learners with motor delays additionally receive PT and DAPE services to develop their balance, strength, and coordination skills to be as physically active as they are able.

Goal Met: Students requiring high school credits participated in courses needed to meet their requirements.

Chris Devine, Principal

DCALS (DCTC Campus):

Students are given the opportunity to participate in Physical Education class on a quarter to quarter basis based on the credit area and need. We provide time during our daily advisory class to focus on SEL (Social/Emotional Learning) to provide mindfulness, physical, and mental health support while completing verbal and written check and connect discussions with students.

**Goal met:** Students participated in physical activity within the general education setting and those with individualized services received their services.

DCALS (North Campus):

Students are given the opportunity to participate in Physical Education class on a quarter to quarter basis based on the credit area and need. We provide time during our daily advisory class to focus on SEL (Social/Emotional Learning) to provide mindfulness, physical, and mental health support while completing verbal and written check and connect discussions with students.

**Goal met:** Students participated in physical activity within the general education setting and those with individualized services received their services.

Juvenile Service Center/New Chance:

Physical Education/DAPE is offered each day and a portion of the curriculum is dedicated to educate students on the benefits of a healthy lifestyle and what a healthy lifestyle means. Short physical breaks are provided throughout the academic day.

**Goal Met:** Students participate daily in physical education with additional focuses weekly on healthy living and those with individualized services have received their service.

**Goal #2 - Nutritional Education and Promotion:**

Don Budach, Assistant Director

TESA:

Students are taught about healthy eating habits in Independent Living, Home Living Basics and Health and Fitness. Students also learn about serving sizes, reading labels, planning balanced meals and healthy food choices. Students practice these lessons through developing personal goals, grocery shopping in the community, and preparing and cooking meals in the classroom.

PACES:

Students have an opportunity for a healthy snack during break time. Students also learn about healthy eating through curriculum accessed in both special education and general education classrooms.

DASH:

Student's nutritional needs are met per their individualized plan.

Goals met

Amy Swaney, Assistant Director

Concord Education Center:

Health class is taught by a classroom teacher, and standards are reinforced by our physical education teacher. Students may have access daily to snacks during individual break times. Life Skills class, and/or within Transition Independent Living activities students may participate in activities including meal planning, budgeting, meal preparation, food safety, and cleaning within our lifeskills lab. All students have access to an in-house food shelf that provides meals to families when needed. These items are distributed on a weekly basis.

Goal Met

Jackie Pauley, Assistant Director

Alliance Education Center:

The Life Skills curriculum includes a unit on nutrition education where students participate in creating healthy meals. The staff and

students work together to build and maintain a community garden during the spring and through the fall. The students learn about growing produce and using the food when they cook as a class during the week. Teachers are encouraged to incorporate nutritional information into subject lessons when appropriate. The school offers appropriate foods and snacks at the student store. Staff review the Smart Snacks catalog with students and discuss healthy choices. Students can also participate in a mobile pantry program that provides healthy groceries twice per month to our students and their families at no cost.

Goals met.

AJ Boehmer, Assistant Director

Lebanon Education Center (TEA and IDEA):  
Students learn about Nutrition as part of their Life Skills and Health classes. Cooking activities focus on kitchen safety and healthy eating. Staff use daily teachable moments to have discussions with students ranging from energy drinks to breathing and personal quiet time. Snacks offered to students also focus on healthy items. Students can participate in a mobile pantry program that provides healthy groceries twice per month to our students and their families at no cost.

Goal Met

Jennifer Hetland, Assistant Director

Cedar School (SUN):  
SUN group and individual instruction in nutrition and healthy eating occurs within health class per district standards-based curriculum, Life Skills class, and/ or within Transition Independent Living activities. Activities include meal planning and budgeting, meal preparation, and food safety and cleaning within our classroom kitchen.

Goal Met

Taylor Lovin, Assistant Director

D/HH Preschool:  
The parents and guardians of learners are encouraged by staff to provide healthy snacks and lunches for their preschool-age children,

and staff educates the young preschool learners about healthy food choices within the context of instruction during breakfast, snack, and lunchtime.

Goal Met

D/HH Elementary (Lincoln Center Elementary):  
Students are taught about healthy eating habits and making healthy food choices through the District 6 general education health education curriculum, through District 6's very proactive guidance of good nutrition through their breakfast and lunch programs, as well as District 6's deliberate instruction about this area in general education classrooms through special in-services. Staff encourages students to make healthy food choices.

Goal Met

D/HH Middle School (Inver Grove Heights Middle School):  
Students are taught about healthy eating habits and making healthy food choices through the general education health education curriculum, and District 199's food service programs. Staff encourages students to make healthy food choices.

Goal Met

D/HH High School (Simley High School):  
Students are taught about healthy eating habits and making healthy food choices through the general education health education curriculum, and District 199's food service programs. Staff encourages students to make healthy food choices.

Goal Met

Chris Devine, Principal

DCALS (DCTC Campus):  
Students are provided the opportunity to enroll in a Health class throughout the year. Staff addresses healthy living choices during daily advisory class and other teachable moments. Students are periodically involved in cooking activities that promote healthy choices in foods. They also have access to a food pantry and other resources.

**Goal met:** Students participated in activities focused on healthy living within the general education setting and those with individualized services received their services.

DCALS (North Campus):

Students are provided the opportunity to enroll in a Health class throughout the year. Staff addresses healthy living choices during daily advisory class and other teachable moments. Students are periodically involved in cooking activities that promote healthy choices in foods. They also have access to a food pantry and other resources provided by Community 360.

**Goal met:** Students participated in activities focused on healthy living within the general education setting and those with individualized services received their services.

Juvenile Service Center/New Chance:

Teachers incorporate nutritional information into subject lessons when appropriate.

**Goal Met:** Students received additional information provided on healthy living during physical education.