

Work Session

Tuesday, March 4, 2025 4:30 PM

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

I. **MISSION**

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

II. **Call to Order - Chair Tom Bennett**

III. **Conduct Pledge of Allegiance - Chair Tom Bennett**

IV. **Visitors Opportunity to be Heard - Chair Tom Bennett (Communications)**

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

V.A.

- Review Policies

V.B. International Teachers Presentation

V.C. Rep. Mary Frances Clardy and Rep. Bianca Virnig

V.D. Review Joint Powers Agreement with Smoke Free Cohort - Dr. Melissa Schaller

V.E. Review Maintenance Agreements with Member Districts - Mark Johns

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

VII. **Updates from Member Districts - All**

VIII. **Adjournment - Chair Tom Bennett**



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 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

- 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
- 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).
- 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.

***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

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)

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
- Minnesota Department of Health, www.health.state.mn.us
- County Health Departments
- Action for Healthy Kids Minnesota, 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). 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.

**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 145th 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

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

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

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

Work Plan One: School policy and TA support to DCPH Liaison and staff		
Time Frame: 2/25-10/25	Contractor Activities	Desired Outcome
	<p>1. Continue to work in collaboration with DCPH staff to:</p> <ul style="list-style-type: none"> 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. <p>Activities may include:</p> <ul style="list-style-type: none"> Meet with school staff (social workers, nurses, school safety officers) within districts to identify needs and gaps Provide cessation resources to school nurses for students AND staff Educate school board and/or district wellness committees on best practices for this issue including alternatives to suspension Work with interested school districts to update tobacco-related discipline policy to include non-punitive alternative penalties. <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>

Work Plan Two: Vaping prevention efforts at Hastings Middle School		
Time frame	Contractor Activities	Desired Outcome
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"> ● Co-facilitate TFA vaping prevention training to younger peers ● Identify and complete tobacco prevention activities geared to an audience of their peers (e.g., creating social media posts, in-school events, videos, etc.) ● Implement additional community education activities focusing on commercial tobacco prevention (e.g. youth e-cigarette epidemic, menthol/flavored tobacco harms, culturally appropriate cessation resources) ● Support family engagement around this topic (at a conference night or otherwise) ● 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 	<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>
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Work Plan Three: Vaping prevention efforts with ISD 196 DP program		
Time frame	Contractor Activities	Desired Outcome
2/25-4/25 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.

Work Plan Four: Vaping prevention efforts at DCALS North (ISD 917)		
Time frame	Contractor Activities	Desired Outcome
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
TOTAL				14	\$88,348.83

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
			\$ 34,708.47	
192	02-700-810-000-350-000	1	\$ 6,310.63	TEA ECSE
	02-061-810-000-350-000	0	\$ -	PACES
			\$ 6,310.63	
194	02-500-810-000-350-000	1	\$ 6,310.63	DASH
	02-061-810-000-350-000	0	\$ -	PACES
			\$ 6,310.63	
197	02-500-810-000-350-000	1	\$ 6,310.63	DASH
			\$ 6,310.63	
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
			\$ 22,087.21	
200	02-500-810-000-350-000	1	\$ 6,310.63	DASH
			\$ 6,310.63	
271	02-700-810-000-350-000	1	\$ 6,310.63	TEA ECSE
			\$ 6,310.63	
Grand Totals		14	\$ 88,348.82	

	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
	\$	164,250.00		\$129,575.00	\$ (34,675.00)	0

Executive Director of Student Services
Board Update
March 2025

Collaboration: Working together to achieve more collectively.

- DASH program: We are excited about the opportunity to open an elementary DASH program to meet the needs of three of our member districts, South St. Paul, West St. Paul-Mendota Heights-Eagan, and Inver Grove Heights for their young learners that are just beginning elementary school. We are working with South St. Paul Public Schools to host this program at Lincoln Center Elementary where our D/HH preschool and elementary resource program is located.

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

- Intakes: From 1/27/24 through 2/14/25 (20 school days), ISD 917 offered intakes to 17 students, which is 20% of the students on the combined setting IV programs waitlist.

17 students from seven (7) of nine member districts were offered intakes. (Randolph currently has zero students on the waitlist.) Every member district with students on the waitlist was offered placement for at least one (1) student with the exception of Hastings School District.

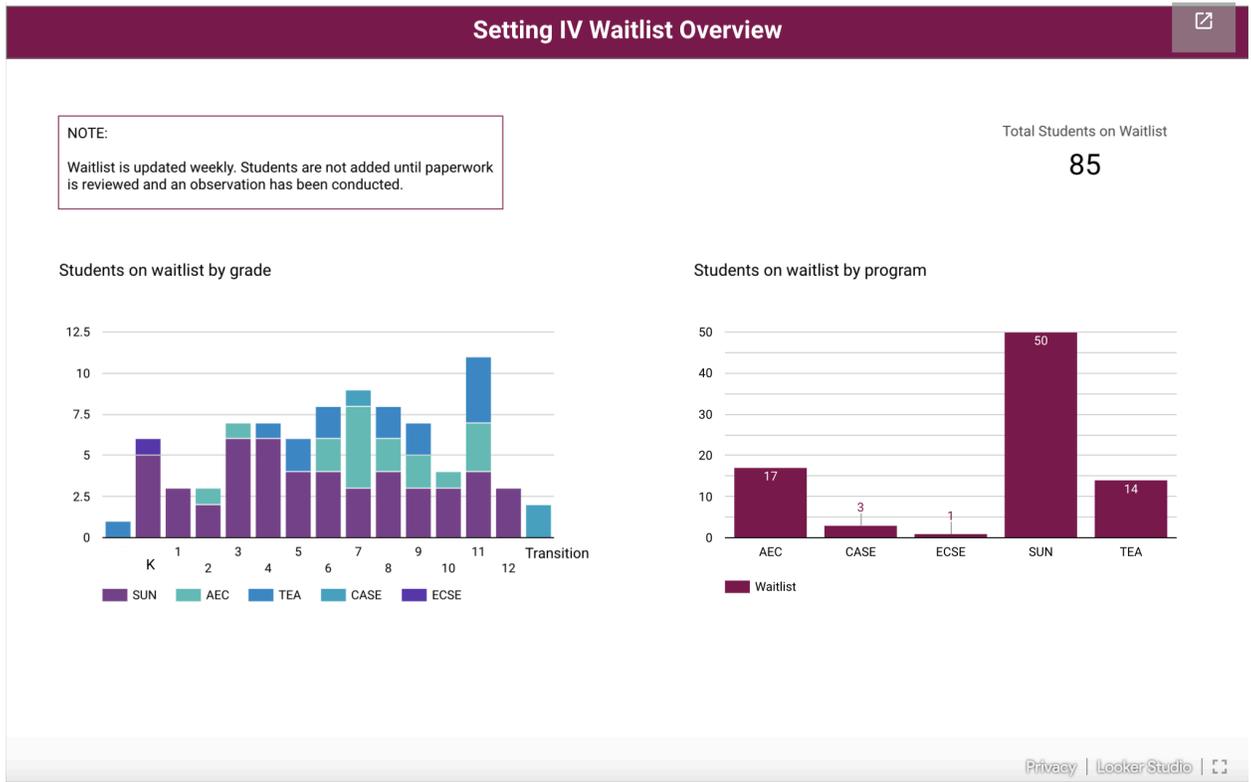
Of the 17 intakes that have been offered from 1/27 through 2/25:

- 9 intakes offered have been scheduled
- 5 intakes have successfully been completed (29% of the intakes offered between 1/27-2/25)
 - There were 15 total completed intakes during the timeframe of 1/27-2/25, with 10 having been scheduled prior to 1/27
- 1 families/districts outright declined intake for various reasons (6% of intakes offered were declined)
- Two (2) intakes were declined due to the student having moved out of the member district
- There were zero student swaps requested during this period
- One (1) student offered intake had multiple rescheduled intakes in this period due to issues outside of the control of ISD 917

Of the 23 intakes that were offered in the timeframe of 12/19/24-1/24/25, there has been 1 intake declined since the previous report (5 total intakes were declined).

Finally, **14** new students physically began school in ISD 917 setting IV programs during the period of 1/27-2/25, and there are 3 more expected to start by

2/28/25.



Innovation: Ongoing improvement of programs and services.

- **Ukeru:** On Monday, February 24, ISD 917 trained additional staff in the Ukeru approach to non-restrictive crisis prevention and intervention. In addition to staff and leaders in the CASE program at AEC who were trained last summer and early this school year, staff and administrators from the district's three ECSE TEA programs underwent the eight-hour training that includes information about brain science, trauma-informed practices, verbal de-escalation tools, and the strategic utilization of body positioning and padded mats to maintain student and staff safety in emergencies. So far, the district has trained 35 staff as practitioners or trainers of Ukeru and continues to refine plans for implementation across all of ISD 917's programs over the next 2-3 years.

Stewardship: Managing financial and human resources carefully and responsibly.

- **FY26:** We are continuing to prepare to develop the budget for the 2025-2026 school year. We are planning significant reductions in our DCALS program to address the funding deficit they have been experiencing for the last two school years. The reductions will match student enrollment. Many staff will be afforded other opportunities in the district in our special education programs.

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

- District Update: If you did not have the opportunity to read the latest District Update, you can access it [here](#).

Integrity: Aligning our actions with our values and beliefs.

- Incident Command System: On February 10, Dr. Todd Savage, PhD, led the ISD 917 district administrative team in a review of the Incident Command System (ICS) as it relates to school safety and critical incident management. The ICS, a component of the federal National Incident Management Systems, is considered an evidence-based best practice in how organizations and agencies such as schools, municipalities, fire departments, law enforcement, and medical providers manage critical incidents. The ICS also governs how these agencies collaborate and communicate with one another to carry out crisis responses in organized, predictable ways. Dr. Savage's presentation is part of ISD 917's ongoing work to update the district's documents and practices related to the PREPaRE model of school-based crisis prevention, intervention, and postvention activities.

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

- CORE program: Our CORE program has completed their first intake. The student will be joining the program for a 45 day placement. We are looking forward to getting underway.
- Secondary update:
 - Our Construction Trades students and our students from New Chance at the JSC had the opportunity to go to the Construct Tomorrow event and meet with prospective employers for different Construction careers.
 - We also had a student from New Chance at the JSC transition to our DCALS-Main site to work on transition skills and gain some credit with CTE and content area programming. He is currently working with our DCALS team through the end of this school year and will move back to Hastings High School in the fall!
 - The Secondary team had their next installment with Mentor MN on February 24th to continue their work around relationships and mentoring. The secondary team dove into the check and connect guide they created and worked on closure skills for students as they exit into a post-graduation world.

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

- READ Act: On Monday, February 24th many of our sites had a professional development day. Most of our special education teachers had the opportunity

to utilize this time to continue their work to complete OL&LA training as required by the READ Act. It was much needed time to focus on this training requirement.

Diversity: Appreciating and valuing everyone's unique selves.

- Charting the Cs: As you may have read in the February District Update, Amanda Peters, Instructional Technology Coach for Intermediate School District 917, will be a keynote speaker at the upcoming Charting the C's conference April 28-30 in Brainerd. Amanda's keynote is titled "Artificial Intelligence and Literacy: Efficiency for Staff, Success for Students". She will also be presenting a session with Dr. Kayleen Taffe, Reading Specialist for ISD 917, titled, "Linking Literacy to the MN Transition Framework". We are excited for the opportunity our staff have to share their expertise with other educators in the state of Minnesota.