



South St. Paul School Board - Committee-of-the-Whole
 Monday, May 22, 2023 5:00 PM
 Location: CITY HALL
 125 THIRD AVENUE NORTH
 South St Paul, Minnesota 55075

Agenda

I.	STUDENT SCHOOL BOARD REPRESENTATIVE (B. Zambreno, N. Laliberte, A. Claflin)	
	A. 2023-24 Student School Board Representatives	2
II.	ATPPS PLAN (J. Sexauer)	
	A. Alternative Teacher Professional Pay System Update	3
III.	FINANCE (B. Hoffman)	
	A. FY24 Budgets - Food Service, Debt. Service, and Community Ed	4
	B. Dakota County Joint Powers Agreements	22
IV.	SCHOOL BOARD	
	A. Committee Updates (Board)	60
	<ul style="list-style-type: none"> • District 917 • AMSD • Community Education • Educational Foundation • Finance, Facilities and Long-Range Planning • Local Issues • Policy • Public Relations/Community Engagement • SSP Open Foundation • Superintendent Executive 	
	B.	
	C. Other Items Deemed Necessary by the School Board	



SOUTH ST. PAUL PUBLIC SCHOOLS
School Board Agenda Item

Meeting Date: May 22, 2023

Place on Agenda: Committee-of-the-Whole

Action Requested: None. Discussion Only.

Attachment: None

Topic: Student School Board Representatives
Presenter(s): Superintendent Zambreno, Anne Claflin, and Nikki Laliberte
<p>Background:</p> <p>As a part of its strategic visioning, the South St. Paul School Board made it a priority to increase opportunities to include stakeholder voices in their work. One of the most important voices is that of our students. Using this vision, the School Board and district leaders worked collaboratively to create an opportunity for students to serve as an ex-officio on the School Board. Through this opportunity, Student Board Representatives will serve as the liaison between the School Board and our students. In their role, the student representatives will work closely with our School Board to provide input and share student perspectives as well as highlight student events and activities throughout the district.</p> <p>Over the last few months, the superintendent’s office created and organized an application and interview process to select two 11th and/or 12th grade students to serve in this critical role beginning in the fall of 2023. Seven students submitted applications. On May 16, Superintendent Zambreno, Principal Ochocki along with Board members Anne Claflin and Nikki Laliberte interviewed all seven Student School Board candidates.</p> <p>Each and every student applicant was amazing and would have served their peers and district well in this role. They each would have brought a unique perspective and provided valuable insight. On Monday evening the Board will have the opportunity to meet Luis (grade 11) and Renata (grade 12) who were selected to serve as Student School Board Representatives beginning in the fall of 2023.</p>
<p>Recommendation:</p> <p>N/A</p>
<p>Alternatives:</p> <p>N/A</p>



SOUTH ST. PAUL PUBLIC SCHOOLS

School Board Agenda Item

Meeting Date: Monday, May 22, 2023

Place on Agenda: Committee-of-the-Whole

Action Requested: Review

Attachment: ATPPS Plan Revision Slides

Topic: 2023-2025 Alternative Teacher Professional Pay System (ATPPS) Plan
Presenter(s): Jen Sexauer, ATPPS/TDE Coordinator & Dr. Chad Schmidt, Learning Director
<p>Background:</p> <p>South St. Paul Public Schools has had an active ATPPS Plan for more than a decade. The purpose of the ATPPS program is for participating school districts to: (a) recruit and retain highly qualified teachers, (b) encourage highly qualified teachers to undertake challenging assignments and support teachers’ roles in improving students’ educational achievement and (c) provide incentives to encourage teachers to improve their knowledge and instructional skills in order to improve student learning.</p> <p>This plan is a Letter of Agreement between the school district and teachers’ association. Every other year, the plan and input by stakeholders is reviewed by a joint steering committee of teachers and administrators. Proposed revisions are included in a draft plan that is then presented to South St. Paul Teachers’ Association members. The revised plan will be voted on by SSPTA members in late May. We are bringing the revised plan to the South St. Paul Schools’ Board of Education for their review with an anticipated June 12 date for potential approval pending the outcome of the SSPTA vote.</p> <p>Proposed changes include the reduction of the overall stipend due mainly to the school district’s declining enrollment and related reduced revenue for ATPPS from the State of Minnesota. ATPPS/TDE Coordinator Jen Sexauer will present the recommended changes and be on hand to answer any questions.</p>
<p>Recommendation:</p> <p>Review and discussion.</p>
<p>Alternatives:</p> <p>N/A</p>



SOUTH ST. PAUL PUBLIC SCHOOLS

School Board Agenda Item

Meeting Date: Monday, May 22, 2023

Place on Agenda: COW

Action Requested: N/A

Attachment: FY24 Budget Update Power Point
Other Funds Budget Summary

Topic: FY24 Budget Update – Nutrition Service, Debt Service, Community Service
Presenter(s): Brady Hoffman, Finance Director
<p>Background:</p> <p>Since January, district administration has been working on the development of the 2023-24 budget. As we get closer to the budget approval in June, there are still some budget details being finalized.</p> <p>Tonight, an update will be provided on the Food Service, Debt Service, and Community Service budgets. An update will also be provided on the current legislative session.</p> <p>The final proposed budgets for all funds will be presented at the June 12, 2023 meeting. After the budgets are reviewed, we will bring them to the Board for approval at the June 26, 2023 meeting.</p>
Recommendation: None
Alternatives: N/A

Budget Update

Brady Hoffman
Director of Finance
May 22, 2023



Agenda

- Food Service Budget
- Community Service Budget
- Debt Service Budget
- Legislative Update
- Timeline and Next Steps



FY24 Budget Update

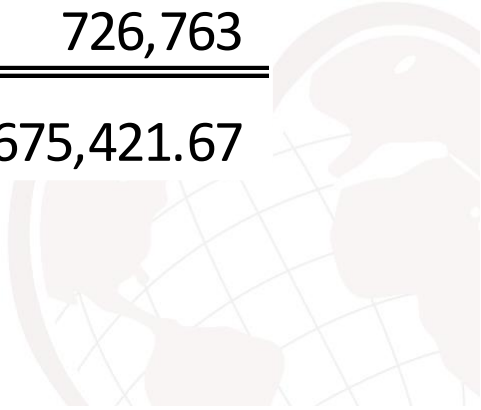
- Fund 02 – Nutrition Services

- Free School Meals for Kids – State will provide reimbursement for breakfast and lunch starting July 1, 2023
- Waiting on MDE to provide clarification on the reimbursement process.
- Impacts of inflation:
 - Food – 8%
 - Wages – Laging the market



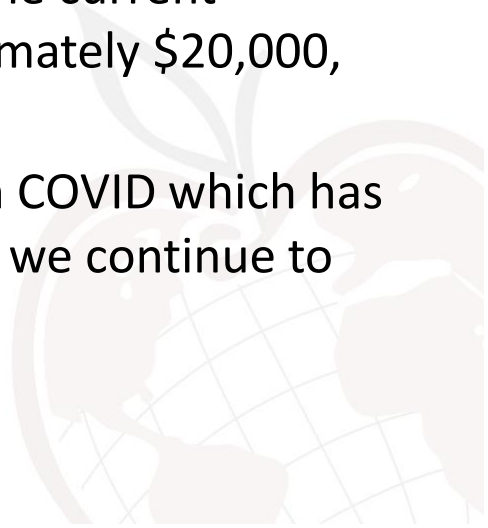
FY24 – Nutrition Services

Beginning Fund Balance – Projected	\$ 814,773
Revenues	1,938,255
Expenditures	<u>2,026,265</u>
Net Profit (Loss)	<u>(88,010)</u>
Ending Fund Balance – Projected	<u><u>\$ 726,763</u></u>
Fund Balance Max Limit	\$ 675,421.67



FY24 Community Education

- Fee Structure – anticipate routine increases for school age care and preschool.
 - VPK funding to be determined for Lincoln Center
- Adult Basic Education – Funding was held harmless during COVID. The hold harmless is no longer in place for FY24. Based on the current legislation, it appears our revenue will decrease approximately \$20,000, which is better than initially anticipated.
- We were able to retain the SAC disabled levy funds from COVID which has helped provide a much-needed fund balance cushion as we continue to bring programs back post-COVID.



FY24 Community Education

	6/30/2023 Beginning Fund Balance	Adopted Budget		Fund Balance Buildup/(Usage)	6/30/2024 Ending Fund Balance
		2023-24 Revenues	2023-24 Expenditures		
Community Education					
Restricted:					
Regular Community Education	541,018	1,036,300	1,125,934	(89,634)	451,384
Early Childhood Family Education	69,863	272,983	284,930	(11,947)	57,916
School Readiness	64,877	295,208	261,968	33,240	98,117
Adult Basic Education	82,243	382,000	378,510	3,490	85,733
Restricted for Community Education	612	25,000	25,000	-	612
Total Community Education	758,612	2,011,491	2,076,342	(64,851)	693,761

FY24 – Debt Service

- The debt service fund accounts for the revenues and expenditures for the school district's outstanding bonded indebtedness
- The district is required to levy 105% of the scheduled bond principal and interest payments
- As the fund balance accumulates over time, there is a debt excess fund balance calculation performed by MDE that will reduce future tax levies and return those funds to our taxpayers



FY24 – Debt Service

Beginning Fund Balance – Projected	\$ 772,239
Revenues	3,251,821
Expenditures	<u>3,379,610</u>
Net Profit (Loss)	<u>(127,789)</u>
Ending Fund Balance – Projected	<u><u>\$ 644,450</u></u>



Legislative Update

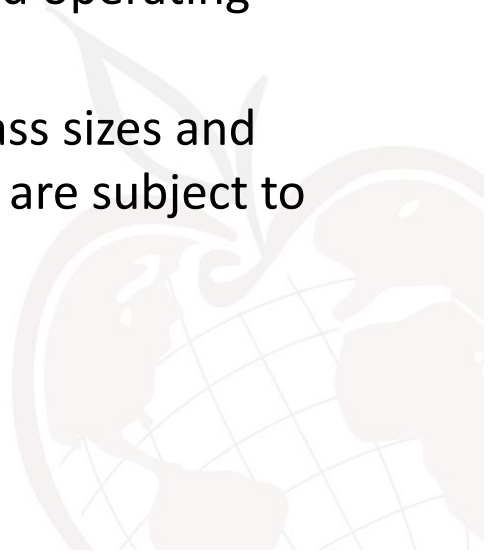
- Basic Formula - 4 percent for FY24 and 2 percent for FY25 and the formula will be linked to inflation beginning in FY26 (capped at 3%).
- Special education cross-subsidy is reduced by 44% for FY2024, 2025 and 2026 and 50% for FY2027. estimate - \$1.5 million
- EL cross-subsidy aid increased – estimate -\$110,000
- Student Support Personnel Aid – estimate - \$40,000
- Library Aid – estimate -\$50,000
- American Indian Aid - estimate - \$24,000

Note – these amounts are based on initial legislative estimates and subject to change



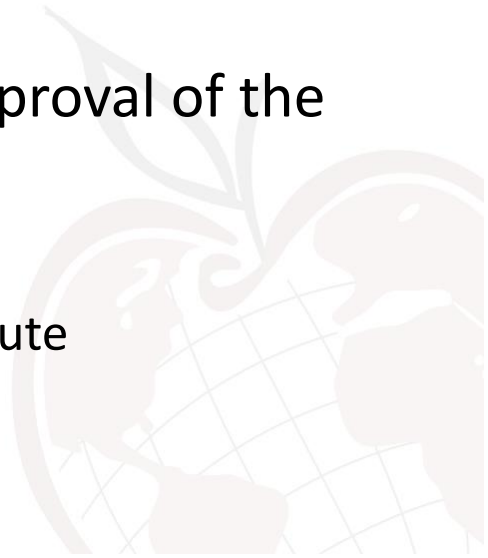
Legislative Update

- Unemployment aid established –
 - The reimbursement process is to be determined by the Commissioner of Education. It is unknown if this will cover the full cost we may incur for the new summer unemployment eligibility for hourly school employees
- Authorizes a one-time renewal of current voter-approved operating referendum
- PELRA changes on inherent managerial rights making class sizes and staffing ratios terms and conditions of employment that are subject to collective bargaining.



Timeline and Next Steps

- June 12th – All funds presented to school board for review
- June 26th – Final review and School Board approval of the FY24 Budget for all funds.
 - Budget must be adopted by June 30 per state statute



Food Service Fund – Fund 02

Budget Assumptions

Revenue

For the 2022-2023 school year, the district operated under the National School Lunch Program and the School Breakfast Program. On March 17, 2023, Governor Walz signed the Free School Meals bill into law. This will take effect with the July 1, 2023 - June 30, 2024 school year. This legislation provides the reimbursement for a free breakfast and lunch to students who receive meals through their school's participation in the National School Lunch Program and the School Breakfast Program.

1. Other – Primarily Meal Sales – Primary meals sales will decrease significantly with the implementation of the Free School Meals bill. Primary meal sales consist of ala carte and adult meals.
2. State Sources – State reimbursements are budgeted to increase significantly with the additional state reimbursements to provide free meals to all students.
3. Federal Sources – Federal reimbursements are based on the 2022-23 National School Lunch Program rates as the 2023-24 rates are not known at this time.

Expenditures

1. Salaries and Employee Benefits – Employee compensation is based on current employment agreements and estimates are used for wage increases and staffing adjustments.
2. Other Costs – Other costs are based on projected supplies, materials and food related costs. Inflation has resulting in larger increases that we have experienced historically.
3. Capital outlay – Capital outlay is budgeted based on expected costs related to equipment replacements in the kitchens.

SPECIAL SCHOOL DISTRICT NO. 6
Food Service Fund
2023-2024

	2021-22 <u>Actual</u>	2022-23 <u>Budget</u>	2023-24 <u>Proposed</u>
Revenue			
Local sources			
Investment earnings	\$ 1,152	\$ -	\$ -
Other - primarily meal sales	39,042	435,734	22,827
State sources	67,018	117,320	530,960
Federal sources	<u>2,304,008</u>	<u>1,293,942</u>	<u>1,384,468</u>
Total revenue	<u>2,411,220</u>	<u>1,846,996</u>	<u>1,938,255</u>
Expenditures			
Current			
Salaries	563,779	492,538	576,493
Employee benefits	225,773	178,972	211,359
Purchased services	188,220	187,741	192,300
Supplies and materials	974,040	828,151	878,983
Other expenditures	135,080	142,130	142,130
Capital outlay	<u>25,354</u>	<u>25,000</u>	<u>25,000</u>
Total expenditures	<u>2,112,246</u>	<u>1,854,532</u>	<u>2,026,265</u>
Net change in fund balances	298,974	(7,536)	(88,010)
Fund balances			
Beginning of year	<u>523,335</u>	<u>822,309</u>	<u>814,773</u>
End of year	<u>\$ 822,309</u>	<u>\$ 814,773</u>	<u>\$ 726,763</u>
Fund Balance %	<u>38.9%</u>	<u>43.9%</u>	<u>35.9%</u>

Community Service Fund – Fund 04

Budget Assumptions

Revenue

1. Property Taxes – Property taxes are budgeted based on the 2022 Payable 2023 Levy that was approved by the Board of Education on December 12, 2022. The district levies for General Community Education, Early Childhood Family Education (ECFE), Youth Services, Home Visiting and School Age Care – Disabled.
2. Other Sources – Primarily Tuition and Fees – The district collects participation fees in the following areas: Camps and Clinics, Preschool, School Age Care, Youth Development, After School Youth, Senior Citizen Programming and Early Childhood Family Education (ECFE).
3. State Sources – State funding for General Community Education, ECFE and School Readiness are based on Minnesota Department of Education (MDE) projections. State funding for Adult Basic Education (ABE), Childhood Screening and Non-Public Pupil Aid are based on district estimates.

Expenditures

1. Salaries and Employee Benefits – Employee compensation is based on current collective bargaining agreements, independent agreements, and estimates are used for any contracts that are currently in negotiations, anticipated wage increases, and staffing adjustments.
2. Other Costs – Other costs are based on projected supplies, materials and other related costs.

SPECIAL SCHOOL DISTRICT NO. 6
Community Service Fund
2023-2024

	2021-22 <u>Actual</u>	2022-23 <u>Budget</u>	2023-24 <u>Proposed</u>
Revenue			
Local sources			
Property taxes	\$ 597,737	\$ 513,150	\$ 422,611
Investment earnings	1,763	-	-
Other - primarily tuition and fees	685,307	646,316	671,466
State sources	920,525	929,648	900,114
Federal sources	152,584	17,300	17,300
Total revenue	<u>2,357,916</u>	<u>2,106,414</u>	<u>2,011,491</u>
Expenditures			
Current			
Salaries	1,316,241	1,239,864	1,403,338
Employee benefits	512,976	460,711	510,884
Purchased services	190,571	136,194	110,075
Supplies and materials	91,844	57,850	48,650
Other expenditures	1,120	1,270	1,270
Capital outlay	17,741	1,125	2,125
Total expenditures	<u>2,130,493</u>	<u>1,897,014</u>	<u>2,076,342</u>
Net change in fund balances	227,423	209,400	(64,851)
Fund balances			
Beginning of year	<u>321,789</u>	<u>549,212</u>	<u>758,612</u>
End of year	<u>\$ 549,212</u>	<u>\$ 758,612</u>	<u>\$ 693,761</u>
Fund Balance Components			
Community Education Programs	\$ 396,475	\$ 541,629	\$ 451,995
Early Childhood Family Education	52,840	69,863	57,916
School Readiness	37,146	64,877	98,117
Adult Basic Education	62,751	82,243	85,733
Total	<u>\$ 549,212</u>	<u>\$ 758,612</u>	<u>\$ 693,761</u>

Debt Service Fund – Fund 07

Budget Assumptions

Revenue

1. Property Taxes – Property taxes are budgeted based on the 2022 Payable 2023 Levy that was approved by the Board of Education on December 12, 2022. The district is required to levy 105% of the scheduled bond principal and interest payments.

Expenditures

1. Principal and Interest – The district makes payments based on the scheduled bond principal and interest payments.
2. Fiscal Charges and Other – The district incurs trustee costs related to the payments on the bonds.

SPECIAL SCHOOL DISTRICT NO. 6
Debt Service Fund
2023-2024

	2021-22 <u>Actual</u>	2022-23 <u>Budget</u>	2023-24 <u>Proposed</u>
Revenue			
Local sources			
Property taxes	\$ 2,997,174	\$ 3,012,550	\$ 3,251,821
Investment earnings	4,867	76,500	-
Other sources	-	-	-
Total revenue	<u>3,002,041</u>	<u>3,089,050</u>	<u>3,251,821</u>
Expenditures			
Debt Service			
Principal	1,975,000	1,855,000	2,300,000
Interest	1,010,338	1,115,532	1,073,110
Fiscal charges and other	107,861	157,687	6,500
Total expenditures	<u>3,093,199</u>	<u>3,128,219</u>	<u>3,379,610</u>
Other financing sources (uses)			
Bond Proceeds	14,787,044	9,995,187	-
Refunding Bond Payment	(14,685,000)	(9,920,000)	-
Total other financing sources (uses)	<u>102,044</u>	<u>75,187</u>	<u>-</u>
Net change in fund balances	10,886	36,018	(127,789)
Fund balances			
Beginning of year	<u>725,335</u>	<u>736,221</u>	<u>772,239</u>
End of year	<u>\$ 736,221</u>	<u>\$ 772,239</u>	<u>\$ 644,450</u>



SOUTH ST. PAUL PUBLIC SCHOOLS
School Board Agenda Item

Meeting Date: Monday, May 22, 2023
Place on Agenda: Committee-of-the-Whole and Regular Business Meeting
Action Requested: Review
Attachment: SHIP Wellness Joint Powers Agreement
 SHIP Equipment Ownership Joint Powers Agreement

Topic: Dakota County Joint Powers Agreements – State Health Improvement Program
Presenter(s): Brady Hoffman, Director of Finance
<p>Background:</p> <p>For nearly ten years, South St. Paul Public Schools has partnered with Dakota County for the State Health Improvement Program (SHIP). The SHIP supports solutions to expand things like healthy eating, physical activity and safe routes through communities.</p> <p>Due to a change in the county’s process, the School Board must now formally approve Joint Powers Agreements (JPA) for any grant funded SHIP projects. The two JPAs before the Board for approval on Monday evening are:</p> <p>JPA for School Wellness</p> <p>This agreement outlines the details, scope and funding for the various wellness projects that are supported through this grant funding.</p> <ul style="list-style-type: none"> • Kaposia: Outdoor Classroom Space to integrate exploratory learning into the school day. • Lincoln Center: Outdoor Classroom Space to integrate exploratory learning into the school day. • Middle School: Yonder Pouches <p>JPA for Equipment Ownership</p> <p>This agreement is necessary for the county to be able to transfer ownership to the District, of equipment the county purchases.</p> <ul style="list-style-type: none"> • 15 bikes <p>Each of the three sites has a project champion that is overseeing these projects.</p>
<p>Recommendation:</p> <p>Administration recommends the approval of both JPAs with Dakota County.</p>
<p>Alternatives:</p> <p>Do not approve the JPAs and direct administration with next steps.</p>

**JOINT POWERS AGREEMENT FOR SCHOOL WELLNESS
BETWEEN THE COUNTY OF DAKOTA AND
SPECIAL SCHOOL DISTRICT 6**

This Joint Powers Agreement (“Agreement”) is entered into by and between the County of Dakota, a political subdivision of the State of Minnesota, by and through its Department of Public Health, and Special School District 6, 104-5th Ave. So., South St. Paul, MN 55075 (“School District” or “Contractor”), by and through their respective governing bodies.

RECITALS

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

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

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

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

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

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

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

4. County Obligations. The County agrees to reimburse the School District in an amount not to exceed \$9,352 for costs incurred in performing services fulfilling the Purpose described above from the Effective Date through 10/31/2024
5. Reimbursement and Reporting. After this Agreement has been executed by both parties, the School District may claim reimbursement for expenditures incurred in connection with the performance of activities that are eligible for reimbursement in accordance with this Agreement.

The County will reimburse the School District within 45 calendar days of the School District's submission of invoices to the County. Invoices must be submitted using the form in Exhibit 4. All requests for reimbursement must be submitted by 11/13/24. The School District must certify that the requested reimbursements are accurate, appropriate and eligible in accordance with the State Contracts, that it has documentation of the actual expenditures for which reimbursement is sought, and that such expenditures have not been otherwise reimbursed. School District should report their accomplishments and successes using the form in Exhibit 3 Reporting Form. All expenditures and reimbursements must be submitted using the form in Exhibit 4.

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

The County's Authorized Representative is:

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

Telephone: 651-554-5742

Email: Marti.Fischbach@co.dakota.mn.us

Brian Zambreno, 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:

Brian Zambreno, 104-5th Ave. So., South St. Paul, MN 55075

Telephone: 651-457-9400

Email: bzambreno@sspps.org

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

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

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

- (a) The subcontractor must maintain all records and provide all reporting as required by this Agreement.
- (b) The subcontractor must defend, indemnify, and save harmless the County from all claims, suits, demands, damages, judgments, costs, interest, and expenses arising out of or by reason of the performance of the contracted work, caused in whole or in part by any negligent act or omission of the subcontractor, including negligent acts or omissions of its employees, subcontractors, or anyone for whose acts any of them may be liable.
- (c) The subcontractor must provide and maintain insurance through the term of this Agreement in amounts and types of coverage as set forth below, and provide to the County, prior to commencement of the contracted work, a certificate of insurance evidencing such insurance coverage:
 - General liability coverage of at least \$1,500,000 per occurrence and aggregate and naming Dakota County as an additional insured;
 - Automobile liability coverage of at least \$1,500,000 per occurrence and aggregate and naming Dakota County as an additional insured,
 - Professional liability (errors and omissions) insurance coverage of at least \$1,500,000, and
 - Workers' compensation coverage or certification of excluded employment from workers' compensation requirements.
- (d) The subcontractor must be an independent contractor for the purposes of completing the contracted work.
- (e) The subcontractor must acknowledge that the contract between the School District and the subcontractor does not create any contractual relationship between County and the subcontractor.
- (f) The subcontractor shall perform and complete the activities in full compliance with this Agreement and all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the activities.

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

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

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

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

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

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

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

Exhibit 1: Standard Assurances;

Exhibit 2: Service Grid;

Exhibit 3: Reporting Form; and

Exhibit 4: Invoice Form.

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

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

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

Approved as to form:

COUNTY OF DAKOTA

Assistant County Attorney/Date

By: _____

Title: _____

Date: _____

Dakota County Contract CLA20081

Dakota County BR 23-____

SPECIAL SCHOOL DISTRICT 6

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

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

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

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

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and
- B. Have not within a three (3) year period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
- C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
- D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above; and
- E. Shall immediately give written notice to the Authorized Representative should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state, or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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

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

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

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

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

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

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

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

Directions for Online Access to Excluded Providers

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

Attycv/Exh SA (Rev. 1-23)

Strategy #1:**Timeline for completion of project:**

Contracted timeline: project begins June 1, 2023 – project ends by October 31, 2024

1) Briefly describe your project:**1. Select the component(s) of the WSCC model that align with project goal:**

Local School Wellness Policy Revision

Note: an update of the local school wellness policy (LSWP) can be included in any of the WSCC components below or be a stand-alone priority. DC SHIP can support this process.

Physical Education and Physical Activity Nutrition Environment and Services

Health Education Social Emotional Climate Physical Environment

Health Services Counseling, Psychological and Social Services

Employee Wellness Community Involvement Family Engagement

a. **Project goal(s):** Purchasing of sun coverage shades for the outdoor classroom at Kaposia Education Center.

b. List core activities and general timeline for project implementation of project

(June 2023 – October 2024): June – August purchase of the supplies/materials necessary for sun coverage. August installation of sun coverage prior to the start of the school year (allowing for utilization during the Fall months).

To note: there are several core activities (outside of the SHIP 2023 CPA) that expand the outcomes and leverage crossover of programming to expand the reach of this project. For example, in the next 1-3 years our goal is to expand the gardening aspect of our current space. Allowing approx. 600 students to venture outside to learn where food comes from, encouraging youth engagement in all phases of the garden, provide connection with nutrition and healthy eating, and the integration into academic fostering of community leadership and sustainability.

2) How will this project:

a) **Help meet a need of your school, district, and/or community** (please include quantitative or qualitative data, if relevant)?

Purchasing of sun coverage with the SHIP 2023 School Wellness CPA funding dollars is an aspect (a very important one) for the space that has been created at our site. Currently there is no sun coverage in the space (no buildings, tree canopies etc) and during peak hours of sun it impacts the utilization of the outdoor classroom due to concerns of heat exposure for students.

b) **Foster a healthy and equitable school environment which considers the needs of all children as the central focus of education?** (e.g.: use data to identify gaps, removing system barriers to student success, prioritizing voices, revising policies and practices, redistributing resources, collaboration with community partners, cultivating positive relationships, integrating school practices and services to serve all students, etc).

This sun coverage will benefit all students at Kaposia. Kaposia – and South St Paul Public School District as a whole – is one of the most diverse school districts within the County. Kaposia education center has the highest rates of ELL within the district at 15% and nearly 65% of our students are students of color. Furthermore, We plan to create a space that supports inclusion for all. The design of the garden is accessible for all students to be involved: evaluator access, garden beds that are surrounded by paved paths, beds off the ground to allow seated students opportunity to engage, activities that allow for deeper connection to the nature surrounding them.

c) **Will your project focus on a specific population and/or group who experience greater barriers to achieving good health?** Yes No

All students will have access to this.

3) **Who else from the school district will be involved in planning, implementing and/or supporting the project?** (e.g.: wellness committee representatives, students, specific staff/teachers, cultural liaisons or family advocates, Diversity/Equity/Inclusion directors etc.)

- Michelle Penman – Head Custodian at Kaposia
- Mark Fenton – Director of Buildings and Grounds for the District
- Dorie Pavel /Maggie Schmidt – District Wellness Committee
- Terry Bretoi – Principal at Kaposia
- Teachers – integration of outdoor classroom into lesson planning and utilizing the space

4) **How do you plan to communicate/share-out this project in your school community?** (e.g. social media, district website, in school announcements, staff newsletters, bulletin boards, parent communications, etc.)

Kaposia has a parent newsletter that we can include a share-out of this new item within the outdoor classroom. We have 5th graders who capture learning through photographs that we incorporate into the family school newsletter, bulletin boards and we can use those pictures to share a success story with DCPH on this impact this project has had for our school community. Lastly, we can post on our district social media sharing a highlight/success story of this project and SHIP partnership

5) **Share your ideas for how this effort will be sustained after this award/project period.** (e.g. district policy will be updated to reflect current/new practices, staff will incorporate new skills into their teaching methods, additional funding by school or other grant, community partnerships, etc.)

This request is a direct PSE item in which we will need to purchase the supplies/materials for installation and then our community will be able to utilize the sunshade for years to come. The district will aboard the maintenance and repair, if necessary, of this sunshade.

6) **What would *success* look like for this proposed project in creating sustainable change in your school, district, and/or community?**

- Successful implementation of the sunshade.
- Increased utilization of the outdoor classroom during hot, sunny days

PROJECT BUDGET

Budget Item	Brief Description <i>(Include description of how time and/or purchases will be utilized and how request was calculated)</i>	TOTAL \$ Requested
District Staff Project Champion Staff Time (Max of 2 champions per site or project) (Max \$250 (gross income) per person, per site (\$500 Total) per cycle)	Name/Position: Bridget Farrell Name/Position:	\$ 250
All other Materials/Supplies/Equipment/Curriculum	Supplies/Materials for sunshade at Kaposia	\$ 2000
TOTAL MINI-GRANT REQUEST		\$ 2000 (Total of above)
Estimated in-kind (10% minimum of total mini-grant request)		\$ 2250
TOTAL PROJECT BUDGET (Total mini-grant request + Estimated in-kind)	1 staff member will put in at least 7.5 hours into this project. If \$30/hr. rate is used it would be a total of \$225.	\$ 2475 (Total of mini-grant request + Est. in-kind)

Strategy #2:

Timeline for completion of project:

Contracted timeline: project begins June 1, 2023 – project ends by October 31, 2024

1) Briefly describe your project:

1. Select the component(s) of the WSCC model that align with project goal:

Local School Wellness Policy Revision

*Note: an update of the local school wellness policy (LSWP) can be included in **any** of the WSCC components below or be a stand-alone priority. DC SHIP can support this process.*

Physical Education and Physical Activity Nutrition Environment and Services

Health Education Social Emotional Climate Physical Environment

Health Services Counseling, Psychological and Social Services

Employee Wellness Community Involvement Family Engagement

a. **Project goal(s):** Creating an outdoor classroom at Lincoln Center for the integration of exploratory, nature-based learning during the school day.

b. List core activities and general timeline for project implementation of project

(June 2023 – October 2024): June – August: identify space, draft, and finalize list of items needed, order items for outdoor classroom with phase 1 installation Fall 2023 (for use for 2023/24 school year). Aug-Sept: 2023/24 school year will be used to set up system for reservation of space (outlook hold), evaluation survey sent after teacher uses space, development of procedure/practice to outline the use of the space. Spring 2024 will order the remaining items in phase 2 of the purchasing of items.

2) How will this project:

- a) **Help meet a need of your school, district, and/or community** (please include quantitative or qualitative data, if relevant)?

Lincoln Center currently has limited outdoor learning space for students. This project will meet the identified gap / need to expand exploratory/nature-based and hands on-learning in our school community. Science-based learning is an identified goal for next school year and this outdoor classroom aligns directly with the other district and site-level work around this focus of exploratory, hands-on science based learning.

- b) **Foster a healthy and equitable school environment which considers the needs of all children as the central focus of education?** (e.g.: use data to identify gaps, removing system barriers to student success, prioritizing voices, revising policies and practices, redistributing resources, collaboration with community partners, cultivating positive relationships, integrating school practices and services to serve all students, etc).

Lincoln Center – and St South Public School District as a whole – is ranked among the highest in County when comparing factors impacting equity within school settings. Lincoln Center has around 18% of student population in which qualify for special education and nearly half our students qualify for FRL. Aside of the specifics of diversity an outdoor classroom would have a positive impact on our students mental well-being which has been significantly impacted as a result of COVID and distance learning.

- c) **Will your project focus on a specific population and/or group who experience greater barriers to achieving good health?** Yes No

The outdoor classroom will be provided as an opportunity any student to engage in the space. There are some classes/student groups that may engage with the space but the hope is that all students experience learning within this new format and space.

- 3) **Who else from the school district will be involved in planning, implementing and/or supporting the project?** (e.g.: wellness committee representatives, students, specific staff/teachers, cultural liaisons or family advocates, Diversity/Equity/Inclusion directors etc.)

Theresa Starkman – Principal at Lincoln Center
 Deanne Edlefsen – Assistant Principal at Lincoln Center
 Larry Lough - Head Engineer at Lincoln Center
 Mark Fenton – Director of Building and Ground for the District

- 4) **How do you plan to communicate/share-out this project in your school community?** (e.g. social media, district website, in school announcements, staff newsletters, bulletin boards, parent communications, etc.)

We will share/highlight this new space in several avenues including: internal staff newsletter, communication email to teachers on how to ‘reserve space’ and best practices, parent newsletter, highlight space on school bulletin board along with post on district social media sharing a highlight/success story of this project and SHIP partnership.

- 5) **Share your ideas for how this effort will be sustained after this award/project period.** (e.g. district policy will be updated to reflect current/new practices, staff will incorporate new skills into their teaching methods, additional funding by school or other grant, community partnerships, etc.) This project will be sustained after the SHIP 2023 funding cycle as it will become a part of Lincoln Center learning spaces for students. Teachers will have direct access to this outdoor classroom and allow for evaluation of use and effectiveness of the space. If there is necessary funding needs,

outside of the scope of this cycle, project champions will seek other external funding opportunities as needed.

6) **What would *success* look like for this proposed project in creating sustainable change in your school, district, and/or community?**

Creation of an outdoor classroom where students at Lincoln Center can integrate exploratory learning into the school day.

Creation of a guideline/procedure to be implemented outlining use of the space.

PROJECT BUDGET

Budget Item	Brief Description <i>(Include description of how time and/or purchases will be utilized and how request was calculated)</i>	TOTAL \$ Requested
District Staff Project Champion Staff Time (Max of 2 champions per site or project) (Max \$250 (gross income) per person, per site (\$500 Total) per cycle)	Name/Position: Deanne Ellefsen, Principal Name/Position:	\$ 250
All other Materials/Supplies/Equipment/Curriculum	Supplies/Materials for the creation of an outdoor classroom	\$ 2000
TOTAL MINI-GRANT REQUEST		\$ 2000 (Total of above)
<i>Estimated in-kind (10% minimum of total mini-grant request)</i>	1 staff member will put in at least 7 hours into this project. If \$30/hr. rate is used it would total \$210	\$ 210
TOTAL PROJECT BUDGET (Total mini-grant request + <i>Estimated in-kind</i>)		\$ 2010 (Total of mini-grant request + <i>Est. in-kind</i>)

Strategy #3:

Timeline for completion of project:

Contracted timeline: project begins June 1, 2023 – project ends by October 31, 2024

1) Briefly describe your project:

1. Select the component(s) of the WSCC model that align with project goal:

Local School Wellness Policy Revision

*Note: an update of the local school wellness policy (LSWP) can be included in **any** of the WSCC components below or be a stand-alone priority. DC SHIP can support this process.*

Physical Education and Physical Activity Nutrition Environment and Services

Health Education Social Emotional Climate Physical Environment

Health Services Counseling, Psychological and Social Services

Employee Wellness Community Involvement Family Engagement

a. Project goal(s):

The goal of this proposed project is to keep students focused on instruction and skill building and keep focus away from cellphone usage/social media by piloting a phone-free school zone approach to instruction with the use of Yondr pouches and policies within our SSP Middle School environment.

b. List core activities and general timeline for project implementation of project

(June 2023 – October 2024):

June – August: purchasing of the additional Yondr pouches necessary to build a reserve of the Yondr pouches to lend to students whom may not have the financial means to purchase their own pouch for the school year. August: training for staff during back-to-school week to train on the protocol of phone-free school zones. Aug- Sept: distribution of pouches to students, distribution of survey to gather teachers’ perceptions and project impacts fall 2023. Sept – May: quarterly training for staff on reminding of project protocol, completing Yondr pouch checks with students, review of policy/procedures of the program. June: distribution of post project evaluation survey, gathering of the Yondr pouches lent and ask of 8th graders to donate pouch for incoming 6th graders.

2) How will this project:

a) **Help meet a need of your school, district, and/or community** (please include quantitative or qualitative data, if relevant)?

As principal our district-level staff have identified the need of phone-free school zone to decrease distractions from cellphones and social media and increase the instruction time and attention students illustrate when focused. I have sent an initial survey out right as we started the preliminary test of the project to illustrate 88.5% of 52 respondents would like the project to continue in the 2023/2024 school year. Within the same survey, instruction time has increased by 73% since this preliminary project was launched in January 2023. This project is illustrating that students are getting more instructional time and there are fewer social media conflicts within the entire school day following the implementation of the Yondr pouches.

b) **Foster a healthy and equitable school environment which considers the needs of all children as the central focus of education?** (e.g.: use data to identify gaps, removing system barriers to student success, prioritizing voices, revising policies and practices, redistributing resources, collaboration with community partners, cultivating positive relationships, integrating school practices and services to serve all students, etc).

This proposed project fosters a healthy and equitable school environment by removing barriers to student success (phone usage) by implementing systems to allow for all students to focus on instructional time and learning.

c) **Will your project focus on a specific population and/or group who experience greater barriers to achieving good health?** Yes No

No because this project serves the entire SSP Middle School community.

3) **Who else from the school district will be involved in planning, implementing and/or supporting the project?** (e.g.: wellness committee representatives, students, specific staff/teachers, cultural liaisons or family advocates, Diversity/Equity/Inclusion directors etc.)

The building staff are leading this project
Dorie Pavel/Maggie Schmidt – District Wellness Committee

- 4) **How do you plan to communicate/share-out this project in your school community?** (e.g. social media, district website, in school announcements, staff newsletters, bulletin boards, parent communications, etc.)

There are several ways in which I communicate with stakeholders about this project. We use a family newsletter to communicate expectations around the use of Yondr pouches with section of FAQ about policy and procedures. A meeting is scheduled with all parents in August to address common questions and concerns such as ‘how will I get a hold of my kid to take the bus instead of walk’ or ‘if there is a school shooter how will my child get their phone’. The program is communicated in print, at an in-person meeting and then during individual appointments to meet with families that have concerns about no phones in school. In addition, the project is outlined in the middle school guidebook (policy). At the beginning, I shared this project with the school board. Lastly, as highlighted above we have sent one survey thus far gathering input from my staff on this project. That survey data is shared with all stakeholders.

- 5) **Share your ideas for how this effort will be sustained after this award/project period.** (e.g. district policy will be updated to reflect current/new practices, staff will incorporate new skills into their teaching methods, additional funding by school or other grant, community partnerships, etc.)

One of the primary impacts of this SHIP 2023 project is to purchase Yondr pouches to have a reserve of pouches to distribute in the 2023-2024 school year and on-ward for students to participate in this program. The pouches do cost around \$20 and for some families, that is not feasible creating a barrier for students to participate in the program. SHIP 2023 funding would directly fill this gap. Secondly, we strongly encourage students to recycle their pouches (when leaving the district or when the 8th graders go into high school) as our enrollment is not expected to increase – which again expands our reserve of these pouches for students.

- 6) **What would *success* look like for this proposed project in creating sustainable change in your school, district, and/or community?**

Students not utilizing cell phones during the school day.
 Creation of a phone-free school zone for both educators and students to deepen connection, lengthen instruction time and decrease cellphone and social media use.
 SSP Middle School will work in partnership with DC SHIP team to develop evaluation questions to meeting the needs/requirements of the SHIP grant for this proposed pilot project.

PROJECT BUDGET

Budget Item	Brief Description <i>(Include description of how time and/or purchases will be utilized and how request was calculated)</i>	TOTAL \$ Requested
All other Materials/Supplies/Equipment/Curriculum	Yondr phone pouches to support the implementation of phone-free school zone	\$ 4852
TOTAL MINI-GRANT REQUEST		\$ 4852 (Total of above)
<i>Estimated in-kind (10% minimum of total mini-grant request)</i>	1 staff member will put in at least 16 hours supporting the development of evaluation, staff meetings/trainings and daily management of this program. If \$30/hr. rate is used it would total \$485.2	\$ 485.2

TOTAL PROJECT BUDGET (Total mini-grant request + <i>Estimated in-kind</i>)		\$ 5337 (Total of mini-grant request + <i>Est. in-kind</i>)
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*Changes to the above Strategies #1-3 must be mutually agreed upon and provided to the County Liaison prior to completion

Contractor Roles and Responsibilities

1. Contractor will carry out (implement) work, budget and deliverable as stated in attached project proposal form, Exhibit 3,
2. Any changes to planned strategies, deliverables, expectations and/or budget must be mutually agreed upon and provided to the County Liaison prior to implementation. Please allow a minimum of 7 business days for pre-approvals on final purchasing of supplies, or services.
3. Contractor’s District (or site) Wellness Committee will meet regularly (e.g. quarterly), or as often as Contractor determines, and include broad representation from multiple levels, buildings, and disciplines.
4. Contractor will have at least one representative (not including the consultant), attend SHIP Dakota County School Wellness meetings (9/20/23; 1/17/24; 5/22/24, 9/21/24).
5. Contractor will provide to the County, the name, phone, and email of its Wellness Committee Chair, or ‘designee’ for District Wellness projects’ overall coordination. Such designee is responsible for completing Exhibit 4, Final Reporting, by set due dates (see ‘**Important Dates**’ below)
6. Project Champion(s) must meet deliverables set by public health liaison and keep in regular communication with public health liaison and School Wellness Consultant, if applicable, to qualify for project champion compensation.
7. The County recommends that Contractor complete or confirm Contractor has completed a school health assessment within the last three school years.
8. The County recommends that Contractor notify its stakeholders, such as: community, school board, and or city, about changes such as policies, procedures or system(s) changes that are implemented because of this Contract.
9. Contractor shall submit all SHIP-related communications to public health liaison for pre-approval. **Please allow a minimum of 7 business days for approvals in advance of public release.**
10. Contractor shall submit Exhibit 5, Invoice Form, by set due dates (see ‘**Important Dates**’ below) and within two weeks of Contract end date; however, they may be submitted more frequently if desired.

Important Dates	
Exhibit 5 – Invoice Form-for expenses incurred through 10/31/23	11/13/23
Exhibit 5 – Invoice Form-for expenses incurred through 03/01/24	03/15/24
Exhibit 5 – Invoice Form-for expenses incurred through 06/14/24	06/30/24
Exhibit 5 – Invoice Form-for expenses incurred through 10/31/24	11/13/24
Complete a School Health Assessment, or updates, if applicable	6/14/24
Exhibit 4 – Final Reporting - for each strategy	9/15/24

SHIP School Wellness Meetings	9/20/23; 1/17/24; 5/22/24, 9/21/24
Contract Expires	10/31/24

County roles and responsibilities:

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

Notes:

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

Insurance, Diversity, and Equity

The County embraces and supports person-centered practices and expects contractors to do the same. Person-centered practices are structured in a way to support a client’s comfort and ability to express choice, control, and direction in all aspects of service delivery and support. While the nature of some services and service deliveries is such that it must account for factors beyond the client’s choice, control and direction, including, but not limited to, the terms of this Contract, court orders, the safety of the client and others, and governing law, the County values consideration of the client’s perspective, knowing that services are more efficient and effective when aligned with client choice. [For more information, refer to *Person-Centered, Informed Choice and Transition Protocol*, Minnesota Department of Human Services, issued 3/27/17 and updates.]

The County further recognizes that pervasive racism, discrimination and other institutional and community biases, as well as harm from historical trauma, are experienced by cultural communities and that this may contribute to overrepresentation of cultural communities in some County services. Appropriate service delivery often requires open discussion considering the real-life experiences of the people served, paying attention to the impact of pervasive racism and bias. At the referral level, it means inquiring with families about how to integrate their family or individual culture into service delivery. At the service level, it includes attention to outcomes for families receiving services in order to assess whether effectiveness differs in cultural communities and responding to any differences.

It is expected that while performing services for the County, the Contractor shall abstain from unacceptable behaviors including, but not limited to:

- Racial, ethnic or discriminatory jokes or slurs;
- Hostile, condemning, or demeaning communications, both verbal and written;
- Behavior demonstrating disrespect, dishonesty, intimidation, or disruption to the work relationship; and
- Retaliation against any person who reports or addresses unacceptable behavior.

It is the responsibility of the Contractor to ensure staff delivering services for the County are aware of these expectations and trained as needed to ensure respectful, cooperative and professional conduct in interactions with County staff and clients. If the County experiences or receives a report of an unacceptable behavior, it will share the report with Contractor. The Contractor must inform the County of steps taken to remedy the unacceptable behavior within ten (10) working days. If the unacceptable

behavior persists, the County may terminate the Contract pursuant to the termination provision in the Contract.

Dakota County SHIP 2023 School Wellness Community Partner Award Reporting



Exhibit 3 Reporting

Describe your accomplishments toward the objective(s) outlined in the approved SHIP 2023 application.

1. Which Statewide Health Improvement Partnership (SHIP) context strategy is this project related to?
 - MN EATS – Healthy Food Access
 - MN MOVES – Active Living
 - MN Well-Being – Mental Health Wellbeing and Resiliency
 - MN BEATHES - Commercial Free Tobacco-Living

2. Which Whole School, Whole Community, Whole Child is this strategy is this related to? *Check all that apply.*
 - Local School Wellness Policy Revision
 - Physical Education and Physical Activity
 - Nutrition Environment and Services
 - Health Education
 - Social Emotional Climate
 - Physical Environment
 - Health Services
 - Counseling, Psychological and Social Services
 - Employee Wellness
 - Community Involvement
 - Family Engagement

3. Please provide a short description of strategy activities:

4. Is the strategy complete?
 - Yes
 - No
 - In process, explain:

5. List and describe any barriers:

- 6. List and describe practices, systems or environmental change(s) that occurred (i.e. healthier snacks added to the menu, outdoor classrooms or chill spaces created, , vaping policy updated, new system in place for outdoor recess)

- 7. Was this change added to the building or district wellness policy?
 - Yes*
 - No
 - In Process to adding a policy at the district level

*If “Yes,” please attach policy

- 8. Provide estimated numbers of **staff** impacted by the proposed project (if less than whole district)

- 9. Provide estimated of number of **students** (including school sites) impacted by the proposed project.

- 10. If you have additional data not shared with your public health liaison, please share it here (i.e. survey data from a training provided, % enrollment in school lunch program at pre/post, # of students using the chill space/zone monthly, other measures related to changes made).

- 11. List any grants received during this reporting period (include date awarded, source and amount).
 Example: March 2023, MnDOT Safe Routes to School Boost Grant, \$14,000 grant
 Example: November 2023, WholeKids Foundation Garden Grant, \$3,000 for garden equipment, Farm to School Kitchen Equipment Grant, May 2023, \$10,000).

- 12. Share a success story (2-3 sentences) from your SHIP 2023 School Wellness Community Partner Award highlighting how the project supported creating sustainable change in your school, district, and/or community. Feel free to include quotes, number of people affected, photos or additional detail, if desired.

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

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

Exhibit 4 - Invoice Form

Invoice #:
Contract #: CLA20081
Project Name SHIP 2023 School Wellness Community Partner Award

Invoice Date:

Remit to:
 District:
 Attn:
 Address
 Address

Bill to:
 Dakota County Public Health Department
 Public Health Liaison
 Attn: Sophie Kalow
 Email: Sophie.kalow@co.dakota.mn.us
 Phone: 651-554-6119

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

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

Comments:	Balance Due:
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*Invoices and receipts should be scanned & emailed to the County Public Health Liaison.
 *Contractor shall submit this exhibit, "Invoice Form"

Exhibit 5 – Invoice Form-for expenses incurred through 10/31/23	11/13/23
Exhibit 5 – Invoice Form-for expenses incurred through 03/01/24	03/15/24
Exhibit 5 – Invoice Form-for expenses incurred through 06/14/24	06/30/24
Exhibit 5 – Invoice Form-for expenses incurred through 10/31/23	11/13/24

however, they may be submitted more frequently if desired.

**JOINT POWERS AGREEMENT BETWEEN
THE COUNTY OF DAKOTA AND
SPECIAL SCHOOL DISTRICT 6**

This Joint Powers Agreement (“Agreement”) is entered into by and between the County of Dakota, a political subdivision of the State of Minnesota, by and through its Department of Public Health, and Special School District 6, 104-5th Ave. So., South St. Paul, MN 55075 (“School District” or “Contractor”), by and through their respective governing bodies.

RECITALS

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

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

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

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

WHEREAS, the School District has requested and the County has agreed to use SHIP funds to purchase certain Equipment described herein to be provided to the School District.

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

1. Effective Date. This Agreement shall be effective as of the dates of signature by the parties.
2. Purpose. Pursuant to this Agreement, the parties have agreed that the County will use SHIP funds to purchase and provide the School District with certain “Equipment” specifically requested by the School District and described in Exhibit 2, Equipment Grid. The County’s obligations under this Agreement shall end upon delivery of the Equipment to School District, which shall occur by October 31, 2023.
3. School District’s Obligations. Upon delivery of the Equipment identified in Exhibit 2 to the School District, the School District will assume ownership of the Equipment and all obligations pertaining to installation, maintenance and safety of the Equipment. School District further agrees that the Equipment provided to School District under this agreement is subject to the terms and conditions contained in both the Master Grant Contract between Dakota County and the State of Minnesota dated September 18, 2019, as may be periodically amended, and the SHIP Grant Project Agreement between the Dakota County Community Health Board and the State of Minnesota dated October 1, 2020, as may be periodically amended, including amendments dated

August 23, 2021 and October 18, 2022. ("State Contracts"). School District agrees to comply with all terms and conditions contained in such contracts that are applicable to the County. County will provide copies of these contracts to School District upon request.

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

The County's Authorized Representative is:

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

Telephone: 651-554-5742

Email: Marti.Fischbach@co.dakota.mn.us

Dr. Brian Zambreno, 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:

Dr. Brian Zambreno, 104-5th Ave. So., South St. Paul, MN 55075

Telephone: 651-457-9400

Email: bzambreno@sspps.org

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

5. 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.
6. Use of Subcontractors. The School District shall not engage subcontractors under this Agreement without an amendment to this Agreement, signed by authorized representatives of both parties.
7. Indemnification. To the fullest extent permitted by law, School District agrees to indemnify the County, its officers, employees, agents, and others acting on its behalf and to hold them harmless and defend and protect them from and against any and all loss, damage, liability, cost and expense, specifically including reasonable attorneys' fees and other costs and expenses of defense, for (1) any injury or damage to property or persons, including third-parties, caused by, or alleged to be caused directly or indirectly by the Equipment provided hereunder or by any person's use of the Equipment, and (2) any actions, claims or proceedings of any sort which are caused by any act or omission of School District, its officers, employees, agents, 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. DISCLAIMER OF WARRANTIES. AS BETWEEN THE PARTIES TO THIS JOINT POWERS AGREEMENT, SCHOOL DISTRICT AGREES THAT THE EQUIPMENT IS PROVIDED “AS IS” TO SCHOOL DISTRICT AND THAT COUNTY MAKES NO REPRESENTATIONS, AND GRANTS NO WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, PERTAINING TO SUCH EQUIPMENT, AND SCHOOL DISTRICT SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES AGAINST THE COUNTY CONCERNING THE EQUIPMENT, INCLUDING THE EQUIPMENT’S MERCHANTABILITY AND ITS FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THE EQUIPMENT PROVIDED HERUNDER COMES WITH A MANUFACTURER’S WARRANTY, THE COUNTY WILL PROVIDE SUCH WARRANTY INFORMATION TO THE SCHOOL DISTRICT. SCHOOL DISTRICT’S SOLE RECOURSE REGARDING WARRANTY OF THE EQUIPMENT IS THROUGH THE MANUFACTURER’S WARRANTY AND SCHOOL DISTRICT AGREES TO WORK DIRECTLY WITH THE MANUFACTURER REGARDING ANY SUCH WARRANTY ISSUES.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.

- 14. Compliance with Laws. The School District agrees to conduct its work under this Agreement in compliance with all applicable provisions of federal, state, and local laws, ordinances, or regulations, and further agrees to comply with the Standard Assurances attached as Exhibit 1. The School District is responsible for obtaining and complying with all federal, state, or local permits, licenses, and authorizations necessary for performing the work.
- 15. Non-Appropriation. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated immediately by the County in the event sufficient funds from the County, State, or Federal sources are not appropriated, obtained and continued at least the level relied on for the funding of this Agreement, and the non-appropriation of funds did not result from any act or bad faith on the part of the County.
- 16. Ownership of Equipment. Except as otherwise required by Minnesota or Federal Law, upon delivery of the Equipment to the School District, the County assigns all rights, title and interest it may have in the Equipment to the School District.
- 17. Exhibits. The following exhibits are attached to and incorporated within this Subgrant Agreement.
 - Exhibit 1: Standard Assurances
 - Exhibit 2: Equipment Grid
- 19. 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.
- 20. Entire 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

By: _____
[name]
Title: _____
Date: _____

Dakota County Contract CLA20066
Dakota County Res. #23-163

SPECIAL SCHOOL DISTRICT 6

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Directions for Online Access to Excluded Providers

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

Attycv/Exh SA (Rev. 1-23)

Exhibit 2 – Equipment Grid**Scope of Work and Deliverables**

The scope of work and deliverables below outlines five of the priority programs from the comprehensive School District SRTS Plan. This equipment furthers this already-occurring work in the district.

Bike Rodeo: (*Education, Enforcement*) Addressing the issues of access, skills and knowledge the SRTS School District will collaborate with the safety fair/community event planning committee to implement bike rodeo to educate the community on the benefits of pedestrian and bike safety. The student leadership team at Simley High School will lead the implementation of this event. Community resources, walking/biking routes and other SRTS information will be assembled and included.

Support School Crossing Program (*Education, Encouragement, Evaluation*) Addressing the concern of safety during the arrival and dismissal during the school day, this grant will support Lincoln Center in revamping the school crossing guard program. Furthermore, the school patrol lead will form a group – with support from SRTS Community of Practice attendees – to provide updated communication and resources to caregivers on the school policies and procedures of arrival and dismissal.

Encouragement Programs: (*Encouragement*) partnering schools will integrate the use of social media and school/district communication channels to celebrate National Walk and Bike to School Days and on-going SRTS efforts and events. Additional communication will be sent out to highlight the new efforts around the SRTS programming supported by this Boost Grant to increase knowledge and awareness to caregivers and the Dakota County community.

Walk! Bike! Fun Curriculum: (*Education, Equity*) Spring 2023 date is confirmed for a Walk! Bike! Fun! Training open to the entire Safe Routes to School Community of Practice and is hosted by Dakota County Public Health; PE, Health Teachers and anyone interested will be encouraged to attend.

Outcomes:

The following will be accomplished by June 2023:

- Procurement of bicycles to complete bike fleet
- Development of suggested walking route maps with creation of walking kits
- Expand safe crossing program at four new locations close to campus
- Expand safe crossing program at 10 new locations close to campus
- Procurement of school crossing guard program supportive materials
- District to implement bike fleet sharing program and coordinator fleet schedule and management
- Simply student leadership team plan and host bike rodeo/community event

Within 2 years, the following outcomes are anticipated:

- Increased number of students will have the opportunity to learn how to ride a bike
- More students will choose to walk or bike to school, as documented through future hand tally counts with a goal of a 10% increase (across Dakota County).
- Increased knowledge and awareness of caregivers on arrival and dismissal procedures; increased comfort by students to be student crossing guards during arrival and dismissal
- Sustained communication of Safe Routes to School program, events, and trainings through district channel (across Dakota County).

Proposed solution:

Reinvigorating a Safe Routes to School Network in Dakota County project proposes to meet School District where they are at, and to build off existing efforts by School Districts to integrate Safe Routes to School (SRTS) in their communities.

SRTS Community of Practice

- Encouragement: integrate social media and district communication to celebrate National Walk and Bike to School Days and on-going SRTS efforts.

School District Responsibilities

- All warranties will transfer to School District
- Returns, defects, repairs, installation are complete and total responsibility of School District

County Responsibilities:

- Dakota County will procure the following:

Kaposia Education Center – Value up to \$11,300

- (15) bikes to complete bike fleet
- (4) pedestrian safe crossings set
- Graphic for bike trailer
- Supplies and materials for bike rodeo/community event

Item	Quantity	Unit	Price	Total Price	Brand	Style	Stock#
Bikes	15	Each	\$500	\$7500	ERIKS	Specialized 2022 JETT 20 Inch 7 Speed Kids Bike	
Safe Crossing	4	Sets	\$200	\$800	See Me Flags	See Me Flags Crosswalk Starter Set	
Partnership with a local bike shop for bike rodeo/community event	1	Item	\$1000	\$1000	Partnership with the first black-owned bike shop in Minneapolis to host bike events to provide maintenance and learn-to-ride education. The funding request is for supplies/materials and incentives for the event.		
Logos for trailer	1	Item	\$1500	\$1500	Graphic for the SSP bike trailer to communicate the partnership and support of Safe Routes in the district. Secondly, a logo would clarify the use of the trailer for the confusion of theft for a construction trailer. Vendor to be		

					determined in partnership with school district of whom they work with for districtwide graphics. Potential vendor of https://bloomingtonmn.image360.com/		
Approved incentives for student encouragement	1	per site	\$500	\$500 (as itemized below)	Incentives for students for participating in SRTS activities (including national walk/bike days) will be purchased.		
		10	\$9.99	\$99.90	Cozihom	Reflective Bands (12 pc)	0431019RSYR
		9	\$10.99	\$98.91	Cinder	Reflective Tags (12 pc)	B0BX5KZVRB
		13	12.74	165.62	Whole Human	LED Safety Light Pack (2 pc)	43207-527
		13	9.99	129.87	Malker	Bicycle Light Front and Rear LED Bike Light Set (2 pc)	B01D1XMFBE
Communication Plan development	10	hours	\$0	in-kind	The Kaposia team will develop a communication plan in partnership with Lincoln Center Elementary and ISD199 to promote Walking Program to school communities.		

Lincoln Center - value up to \$6444

- (10) pedestrian safe crossing set
- Supplies to support school crossing guard program

Item	Quantity	Unit	Price	Total Price	Brand	Style	Stock#
Safe Crossing	10	Sets	\$200	\$2000	See Me Flags	See Me Flags Crosswalk Starter Set	
Supplies to support school crossing guard program	25	Each	\$16.50	\$413 (as itemized below)	AAA School Safety	Flag (Only available for MN –	97027

					Patrol Material	Pole Not Included)	
	25	Each	\$2.30	\$58	AAA School Safety Patrol Material	Flag Pole (Flag Not Included)	97028
	50	Each	\$4.13	\$207	AAA School Safety Patrol Material	Yellow/Green Cap (Baseball Style)	TS03023
	50	Each	\$7.43	\$372	AAA School Safety Patrol Material	Yellow/Green Rain Poncho (One Size Fits All)	TS03135
	50	Each	\$7.50	\$375	AAA School Safety Patrol Material	Yellow/Green Vest (One Size Fits All)	97004
	50	Each	\$6.00	\$300	Cosweet	Reflective Knit Beanies	B0BFQL K4J9
	10	Each	\$40	\$400	Emedco	Looper Cones	46164-CRU-16-HIP
	1	Each	\$396.27	\$397	Seton	State Law Yield to Pedestrian within Crosswalk Signage	L2215
	8	Each	\$40	\$320	Safety Signs	Customized School Zone Sign	
	8	Each	\$44	\$352	Safe Sign	U-Channel Post Kit	Y3434-B
	1	Each	\$750	\$750	Marking for a crosswalk on school grounds to alert transportation/cabs of student foot traffic by Door 13 (on school property)		
Approved incentives for	1	per site	\$500	\$500 (as itemized below)	Incentives for students for participating in SRTS activities		

student encouragement					(including national walk/bike days) will be purchased.		
		10	9.99	99.9	Cozihom	Reflective Bands (12 pc)	0431019RS YR
		9	10.99	98.91	Cinder	Reflective Tags (12 pc)	B0BX5KZ VRB
		13	12.74	165.62	Whole Human	LED Safety Light Pack (2 pc)	43207-527
		13	9.99	129.87	Malke	Bicycle Light Front and Rear LED Bike Light Set (2 pc)	B01D1XM FBE
Communication Plan development	10	hours	\$0	in-kind	The Kaposia team will develop a communication plan in partnership with Lincoln Center Elementary and ISD199 to promote Walking Program to school communities.		

OBJECTIVE B: INCREASE SAFE ROUTES TO SCHOOL ENGAGEMENT BY IMPLEMENTING BIKE RODEO/COMMUNITY EVENT CROSS-DISTRICT | ISD199 AND SSD6

Task B1: Identified team who will collaborate with the bike rodeo/community engagement event.
 This team of internal and external stakeholders will meet two or three times over the course of the grant period to help guide the work. (ISD199/SSD6 lead; DC support)

- **Deliverables:** Meeting dates, agendas, list of attendees, event date
- **Evaluation:** Success will be reflective of community participation and increase knowledge of safe routes to school.

Start Date: April 2023
 End Date: October 2023

Tasks B2: Develop partnership with local bike shop for bike rodeo/event (Kaposia lead)

- **Deliverables:** invoice, receipt of supplies/materials and incentives for event.

Start Date: April 2023
 End Date: October 2023

Tasks B3: Develop and implement effective communication strategies for Spring Bike Rodeo/Community Event (Simley Lead)

- **Deliverables:** communication shared on ISD199 and SSD6 district websites, inclusion of SRTS in bi-weekly e-newsletter, description of promotion for bike rodeo/community events.
- **Evaluation:** Success story from ISD199 and SSD6 lead; number of attendees at event

Start Date: April 2023
End Date: October 2023

OBJECTIVE D: INCREASE INTEGRATION OF WALK! BIKE! FUN! CURRCIULUM BY FULFILLING BIKE FLEET QUANTITY | SSD6

Task D1: Solicit prices for bicycles from three plus bicycle shops; purchase bicycles 15 bikes to attain full-bike fleet (DC lead)

- *Deliverables:* Copies of quotes; invoices and receipts will be provided.
- *Evaluation:* Success will mean that the fleet can support a full-size class; picture of fleet

Start Date: April 2023
End Date: October 2023

Task D2: Install graphic for bike trailer (SSD6 lead)

- *Deliverables:* All items will be purchased; invoices and receipts will be provided.
- *Evaluation:* Success will mean that the fleet can support a full-size class; picture of trailer with graphic

Start Date: April 2023
End Date: October 2023

OBJECTIVE E: ADDRESS CONCERNS OF ARRIVAL AND DISMISSAL BY IMPLEMENTING EFFORTS TO SUPPORT SCHOOL SAFETY PATROL | SSD6

Task E1: Order/purchase arrival/dismissal supportive materials (DC lead)

- *Deliverables:* All items will be purchased; invoices and receipts will be provided.
- *Evaluation:* Success story on the integration of new approaches to supporting arrival and dismissal

Start Date: April 2023
End Date: October 2023



SOUTH ST. PAUL PUBLIC SCHOOLS

School Board Agenda Item

Meeting Date: May 22, 2023

Place on Agenda: Committee-of-the-Whole

Action Requested: None. Discussion Only.

Attachment: None

Topic: Committee Updates
Presenter(s): School Board Members
Background: School Board members will provide an update for the following committees that they serve on: <ul style="list-style-type: none">• District 917• Association for Metropolitan School Districts (AMSD)• Community Education• SSP Educational Foundation• Finance, Facilities and Long-Range Planning• Local Issues• SSP Open Foundation• District Policy• District Community Engagement and Public Relations• District Superintendent/Executive
Recommendation: N/A
Alternatives: N/A