

Regular Meeting
Monday, March 3, 2025 6:00 PM

Council Chambers
City of Mendota Heights
1101 Victoria Curve
Mendota Heights, MN 55118

Agenda

1. Listening Session - 5:00 p.m.
Presenter: Sarah Larsen, Facilitator; Marcus Hill, Recorder
2. Call Meeting to Order and Recite Pledge of Allegiance - 6:00 p.m.
Presenter: Sarah Larsen, Chair
3. Approval of the Agenda
Presenter: Sarah Larsen, Chair
4. Approval of the Consent Agenda
Presenter: Sarah Larsen, Chair
 - 4.A. Approval of Minutes of the February 18, 2025 Regular School Board Meeting
 - 4.B. Approval of Personnel Recommendations
 - 4.C. Second Reading of Policy 524, Internet and Electronic Resources Acceptable Use and Safety
 - 4.D. Approval of Joint Powers Agreement between Dakota County and ISD 197 for Opioid Settlement Grant Funds
 - 4.E. Approval of Field Trip for Two Rivers High School Football Team
 - 4.F. Approval of Field Trip for Two Rivers High School Jazz Ensemble
 - 4.G. Approval of Field Trip for Two Rivers High School Key Club Students
5. Listening Session Report - 6:05 p.m.
Presenter: Board member Marcus Hill
6. Recognitions - 6:10 p.m.
Pilot Knob STEM Magnet Reading Club Students
Heritage E-STEM Middle School Students Scholastic Awards
Two Rivers High School Key Club Students
Presenter: Superintendent Peter Olson-Skog
7. Student Representative's Report - 6:30 p.m.
Presenter: Patrick Bohmbach and Nawal Hassan
8. Superintendent's Report - 6:35 p.m.
Presenter: Superintendent Peter Olson-Skog
9. Strategic Framework College and Career Readiness Implementation Target Update - 6:40 p.m.
Presenter: Cari Jo Drewitz, Director of Curriculum, Instruction & Assessment
10. Career and Technical Education Advisory Committee Update - 7:10 p.m.
Presenter: Cari Jo Drewitz, Director of Curriculum, Instruction & Assessment; Miles Lawson, Secondary Curriculum and Gifted/Talented Coordinator
11. Wellness Committee Update - 7:30 p.m.
Presenter: Jeff Wolfer, Child Nutrition Manager; Meghan Bernard, Sustainability Manager; Stacie O'Leary, Nurse Supervisor
12. Discussion of 2025-2026 General Fund Budget Framework - 7:45 p.m.

Presenter: Superintendent Peter Olson-Skog

13. Adjournment - 8:15 p.m.

Presenter: Sarah Larsen, Chair

School District 197
West St. Paul-Mendota Heights-Eagan Area Schools
Meeting and Work Session
Tuesday, February 18, 2025
ISD 197 District Office, Mendota Heights, MN

A meeting of the School Board of Independent School District 197 was held Tuesday, February 18, 2025, at the ISD 197 District Office, 1897 Delaware Avenue, Mendota Heights, MN, beginning at 5:00 p.m. pursuant to due notice.

Chair Larsen called the meeting to order at 5:00 p.m. The following School Board members were present: Tim Aune, Marcus Hill, Sarah Larsen, Byron Schwab, Morgan Steele, Jon Vaupel, and Randi Walz. Superintendent Peter Olson-Skog was present. Student Representative Nawal Hassan was present and Patrick Bohmbach was absent.

Also present for the meeting was Peter Mau, Assistant Superintendent; Sara Lein, Director of Special Services; Cari Jo Drewitz, Director of Curriculum, Instruction and Assessment; Jason Stegeman, Director of Finance; Tye Michaels, Director of Human Resources; Mark Fortman, Director of Operations; Dave Sandum, Director of Technology; Sara Blair, Director of Communications; and Lisa Grathen, Director of Community Education.

Agenda

It was moved by Mr. Schwab and seconded by Mr. Aune to approve the main agenda as presented.

Aye: Tim Aune, Marcus Hill, Sarah Larsen, Byron Schwab, Randi Steele, Jon Vaupel, Randi Walz. Nay: none.

The motion carried (7-0).

Consent Agenda

It was moved by Ms. Steele and seconded by Mr. Vaupel to approve the consent agenda items as presented:

- Approval of Minutes of the February 3, 2025 Regular School Board Meeting
- Approval of Personnel Recommendations
- Approval of Continuation of Alternative Teacher Professional Pay System and Teacher Development and Evaluation System Programs
- Final Reading of Policy 601, School District Curriculum and Instruction Goals
- Final Reading of Policy 604, Instructional Curriculum
- Administrative Review of Policy 710, Extracurricular Transportation
- Approval of Joint Powers Agreement between Dakota County and School District 197 for Worksite Wellness
- Approval of Field Trip for Two Rivers High School Model United Nations Students

Aye: Tim Aune, Marcus Hill, Sarah Larsen, Byron Schwab, Randi Steele, Jon Vaupel, Randi Walz. Nay: none.

The motion carried (7-0).

Comments to the School Board

No one was in attendance to provide comments to the School Board.

American Indian Parent Advisory Committee Update

Peter Mau, Assistant Superintendent; Kevin Sheridan, Educational Equity Coordinator; Nell Barri, American Indian Cultural Liaison; and Nicole McMahon, AIPAC Chair, presented an update from the American Indian Parent Advisory Committee (AIPAC). Minnesota Statute requires that all Minnesota districts with 10 or more American Indian students have an AIPAC. This committee serves in an advisory role to the school district and helps ensure that American Indian students receive culturally relevant and equitable educational opportunities. The AIPAC must meet and vote on concurrence or non-concurrence, meaning that the AIPAC concurs or does not concur that the School Board and district are compliant with MN Statutes and that they are meeting the needs of American Indian students. The AIPAC has submitted its vote of non-concurrence and submitted their recommendations for improvement:

- Recommend the school district complete the self-assessment rubric and provide updates to the team twice per year
- Recommend the curriculum team work with the advisory team to provide data and resources related to reading and math
- Recommend the school district hire a PT American Indian Liaison to focus on elementary students and families

The administration will support the board in developing responses to the recommendations and submitting them, in writing, to the AIPAC within 60 days.

Achievement and Integration Budget Update

Peter Mau, Assistant Superintendent, and Kevin Sheridan, Educational Equity Coordinator, presented an update on the Achievement & Integration (A&I) budget. The purpose of the A&I program is to pursue racial and economic integration, increase student achievement, create equitable educational opportunities, and reduce academic disparities based on students' diverse backgrounds. The overall budget of \$1,131,522.88 requires that at least 80% be spent on direct student services, no more than 20% on professional development, and no more than 10% on administrative costs. Use of the funds must align with the goals and strategies outlined in the approved plan. To be eligible for funds, School District 197 must partner with another school district, which is St. Paul Public Schools, on integration efforts. Initiatives funded by A&I include Parent Academy; AVID (Advancement Via Individual Determination); Cultural Liaisons and interpreting/translating services; Magnet Schools; and student groups. Specific goals include:

- Enrolling at least 30% of Black, American Indian and Hispanic high school student in at least one rigorous course (AP, CIS, and Concurrent Enrollment)
- Increasing the percentage of licensed staff of color from 6% to 9%
- Increasing the four-year graduation rate for Hispanic students from 78% to 84%

Administration does not plan on adding many new projects or programs in the 2025-2026 school year due to anticipated increases in salary and benefits.

First Reading of Policy 416, Drug and Alcohol Testing

Tye Michaels, Director of Human Resources, presented a first reading of Policy 416, Drug and Alcohol Testing. The district's current policy was reviewed against MSBA's model policy. Based on this review, several changes were recommended. The title of the policy includes the words "cannabis testing" and that language has been added throughout the policy. The general statement of the policy expands on the various forms of cannabis. More federally mandated language was added for school bus drivers. Cannabis testing language was

added as well as a new section required by recent change in legislation as it relates to oral fluid testing. The legal references were updated. This policy will be brought back to a future board meeting for a second reading.

First Reading of Policy 418, Drug Free Workplace/Drug Free School

Tye Michaels, Director of Human Resources, presented a first reading of Policy 418, Drug Free Workplace/Drug Free School. The district's current policy was reviewed against the MSBA model policy. Based on this review, several changes were recommended. Due to statute changes, the term "cannabinoids" has been added throughout the policy. Several changes were made based on statute language. The legal references were updated. This policy will be brought back to a future board meeting for a second reading.

First Reading of Policy 524, Internet and Electronic Resources Acceptable Use and Safety

Dave Sandum, Director of Technology, presented a first reading of Policy 524, Internet and Electronic Resources Acceptable Use and Safety. The school district continues to use a modified version of the MSBA model policy in order for it to include up-to-date technology tools (such as cloud-based systems) and cover our localized technology environment in which students are using district devices on and off school property. In 2024, the Minnesota Legislature enacted a law requiring that school districts adopt a policy on students' possession and use of cell phones. A section has been added to the policy relating to the rules and procedures regarding student possession and use of cell phones in schools. While the School Board doesn't approve administrative procedures, the following summarizes the expectations including in the procedures:

- High School: Students may only use cell phones before school, at lunch, during passing periods, and after school. Cell phones will not be used for instructional purposes.
- Middle Schools: Cell phones and related items must be turned off and put away from 8:45am until 3:20pm. Cell phones may not be used, seen, or heard during the school day.
- Elementary Schools: All electronic devices brought to school are to be silenced and kept in a student's backpack or locker or given to a teacher to store during the school day. Making phone calls, receiving phone calls, sending text messages, or reading text messages during the school day is prohibited.

This policy will be brought back to a future board meeting for a second reading.

School Based Health Center Update

Sara Lein, Director of Special Services, presented an update on the planned Two Rivers High School School-Based Health Center (SBHC). According to Minnesota statute, a SBHC is located in or near a school facility, serves students first, ensure equity by turning no child away for their ability to pay, insurance coverage or immigration status. There are several of these centers throughout the United States that serve over 6.3 million students in over 10,500 schools. The centers use a multidisciplinary model that imbeds school health services with center services. In addition to school nurses, school counselors, school social workers and school-linked mental health, students also have access to primary care, outside mental health, oral health and vision services. The Planning Team meets monthly and the advisory team will meet again in March. Grant recipients will be announced in April. The team will finalize a memorandum of understanding with Riverland Community Health and planning us underway for a shared space in the health office at Two Rivers High School. The plan is to start with immunizations and athletic/activity physicals.

Discussion on the Proposed 2025 School Board Goals

Board member Jon Vaupel presented the proposed 2025 School Board goals for review. Based on the achievement of the 2024 goals and the board's self-evaluation results, the board planning committee has drafted a proposed set of goals for 2025. They include:

- Host state legislators in the school district to share district legislative priorities
- Provide each board member with the opportunity to identify a key resource/journal/organization to share

- with the board related to current trends or topics in education
- Engage in regular development sessions to better understand district professional development, best practices in board governance and other topics of interest
- Review the current Superintendent Evaluation Rubric, compare it with other existing rubrics and determine if any changes are warranted
- Update the *Board Roles, Standards, and Expectations* document to specifically address what non-partisanship looks like in the role of a board member
- Strengthen the board's commitment to community engagement
- Create a proposal for how the family, staff and student survey data should be presented to the School Board and be shared with the community

Board members suggested minor changes. These goals will be revised and brought back to a future meeting for approval.

Adjournment

It was moved by Mr. Schwab and seconded by Mr. Vaupel to adjourn the meeting at 7:14 p.m.

Aye: Tim Aune, Marcus Hill, Sarah Larsen, Byron Schwab, Randi Steele, Jon Vaupel, Randi Walz. Nay: none.

The motion carried (7-0).

The next regularly scheduled School Board meeting of Independent School District 197 will be on Monday, March 3, 2025 at 6:00 p.m. It will be held at the City of Mendota Heights Council Chambers, 1101 Victoria Curve, Mendota Heights, MN.

Upon approval by the School Board, official minutes will be available at the District Office, 1897 Delaware Avenue, Mendota Heights, and on the district website. The full meeting materials are available for public inspection at the administrative offices of the school district and on the district website.

Sarah Larsen
School Board Chair

Jon Vaupel
School Board Clerk



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TO: School District 197 School Board Members

FROM: Tye Michaels, Director of Human Resources

DATE: March 3, 2025

SUBJECT: PERSONNEL RECOMMENDATIONS

The following personnel items are recommended for approval on March 3, 2025, at the School Board Meeting.

Licensed Employment

- Thomas, Patricia - 1.0 FTE Gifted and Talented Long-Term Substitute at Mendota Elementary School, MA+60, Step 15 at a pro-rated salary of \$29,490.71, effective February 19, 2025 through May 13, 2025.

Non-Licensed Employment

- Farrell, Haili - 6.25 hours per day Special Education Paraprofessional at Pilot Knob Elementary School, at an hourly rate of \$23.21, effective February 24, 2025.
- Garcia, Brooklyn - 3 hours per day SAC Support Paraprofessional at Somerset Elementary School, at an hourly rate of \$16.89, effective March 03, 2025.
- Rode, Dawn - 2 hours per day Special Education Paraprofessional at Somerset Elementary School, at an hourly rate of \$23.21, effective February 24, 2025.
- Wucherer, Matthew - 6.25 hours per day Special Education Paraprofessional at Heritage Middle School, at an hourly rate of \$23.21, effective February 10, 2025.

Non-Licensed Change of Assignment

- Mackey, Arianna - 8 hours per day District Wide Buildings and Grounds Worker to 8 hours per day Buildings and Grounds Lead at Friendly Hills Middle School, effective March 03, 2025.

Non-Licensed Resignation, Retirement, Termination

- Mendes, Hope - 6 hours per day Kitchen Assistant at Two Rivers High School, resignation effective February 14, 2025.
- Stegman, Jason - 8 hours per day District Wide Finance Director, resignation effective February 24, 2025.

TO: School Board Members

FROM: Dave Sandum, Director of Technology

DATE: March 3, 2025

SUBJECT: Second Reading of Policy 524, Internet and Electronic Resources
Acceptable Use and Safety Policy

BACKGROUND:

A review of Policy 524, Internet and Electronic Resources Acceptable Use and Safety Policy has been performed. A first reading was presented to board members at their meeting on February 18. The school district continues to use a modified version of the MSBA model policy in order for it to include up-to-date technology tools (such as cloud-based systems) and cover our localized technology environment in which students are using district devices on and off school property.

In 2024, the Minnesota Legislature enacted a law requiring that school districts adopt a policy on students' possession and use of cell phones.

Section XI has been added to the policy based on the MSBA model policy:

The school board directs the superintendent and school district administration to establish rules and procedures regarding student possession and use of cell phones in schools. These rules and procedures should seek to minimize the impact of cell phones on student behavior, mental health, and academic attainment. These rules and procedures may be designed for specific school buildings, grade levels, or similar criteria.

Our schools have developed and adopted cell phone rules and procedures for our students. While the School Board doesn't approve administrative procedures, the following summarizes the expectations included in the procedures:

- High School: Students may only use cell phones before school, at lunch, during passing periods, and after school. Cell phones will not be used for instructional purposes.
- Middle Schools: Cell phones and related items must be turned off and put away from 8:45 AM until 3:20 PM. Cell phones may not be used, seen, or heard during the school day.

- Elementary Schools: All electronic devices brought to school are to be silenced and kept in a student's backpack or locker or given to a teacher to store during the school day. Making phone calls, receiving phone calls, sending text messages, or reading text messages during the school day is prohibited.

This policy was also reviewed using the district's 4-Way Equity Test. Policy 524 provides opportunities for students who have historically been underserved, underrepresented, or disadvantaged within the current system in regards to the "digital divide" that can exist among families of different socio-economic backgrounds. Policy 524 ensures a student's ability to use technology and the Internet while at school for classroom activities, educational research, and professional or career development activities. This aligns with the district's belief that knowledge of how to use technology and the Internet is a life skill that is fundamental in preparation for college and/or a career after graduation.

RESOLUTION:

This is a second reading. No resolution is needed at this time.

OPERATIONAL EXPECTATIONS

Students

ISD 197 School Board

Contact: Director of Technology

524 INTERNET AND ELECTRONIC RESOURCES TECHNOLOGY, AND CELL PHONE ACCEPTABLE USE AND SAFETY POLICY

I. PURPOSE

The purpose of this policy is to define acceptable use of the school district technology system, provide guidelines for use of personal devices within the district and set forth policies establishing acceptable and safe use of the Internet and cloud-based tools, including electronic communications.

II. GENERAL STATEMENT OF POLICY

In making decisions regarding student and employee access to the school district technology system, which includes, but is not limited to, electronic resources, cloud-based tools, access to the Internet, and electronic communications (referred to throughout this policy as simply “district technology system”), the school district considers its own stated educational mission, goals, and objectives. Electronic information research skills are now fundamental to preparation of citizens and future employees. Access to the district technology system and to the Internet enables students and employees to explore thousands of libraries, databases, bulletin boards, and other resources while exchanging messages with people around the world. The school district expects that faculty will blend thoughtful use of the district technology system and the Internet throughout the curriculum and will provide guidance and instruction to students in their use. The school district views parents/guardians as partners in the oversight of students in regard to their acceptable use of technology, each with their own responsibilities as described in this policy.

III. DEFINITIONS

- A. *Electronic Resources* include but are not limited to network systems and components, computers and peripherals, printers, telephones, network systems and components, and the applications they support and/or access. These items may or may not be owned by the school district.
- B. *Cloud-based Tools* refers to websites and applications within the World Wide Web that focus on user collaboration, sharing of user-generated content, and social networking rather than simply displaying static content.

IV. LIMITED EDUCATIONAL PURPOSE

The school district provides students and employees (including volunteers and contractors performing services for the school district) access to the district technology system. The

purpose of the district technology system is more specific than providing students and employees with general access to the Internet. The district technology system has a limited educational purpose, which includes use of the system for classroom activities, educational research, and professional or career development activities. Users are expected to use Internet access through the district technology system to further educational and personal goals consistent with the mission of the school district and school policies and handbooks. Uses which might be acceptable on a user's private personal account on another system may not be acceptable on this limited-purpose network.

See Addendum I, Student Online Code of Ethics

V. USE OF SYSTEM IS A PRIVILEGE

The use of the district technology system and access to use of the Internet is a privilege, not a right. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the school district system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment; or civil or criminal liability under other applicable laws.

Use of personal (employee or student owned) electronic resources, (including personal cell phones or other personal devices) during time an employee is being paid to work, and/or while employees and students are on district property, is subject to all district policies and handbooks, as applicable, in addition to any state and federal laws related to Internet use, including copyright laws.

All work created by school district employees using the district technology system, resources or on school district time is the property of the school district.

See Addendum II, Guidelines for Employee's Personal Use of Social Networking

See Addendum III, Guidelines for Classroom Use of Social Media Tools

VI. UNACCEPTABLE USES

- A. The following uses of the district technology system and Internet resources or accounts on or off district property and/or personal electronic resources while at work or on district property and/or the district technology system are considered unacceptable:
 - 1. Users will not use the district technology system to create, access, review, upload, download, store, print, post, receive, transmit, or distribute:
 - a. pornographic, obscene, or sexually explicit material or other visual depictions that are harmful to minors;
 - b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language;
 - c. materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;

- d. information or materials that could cause damage or danger of disruption to the educational process;
 - e. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.
- 2. Users will not use the district technology system to knowingly or recklessly post, transmit, or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.
- 3. Users will not use the district technology system to engage in any illegal act or violate any local, state, or federal statute or law.
- 4. Users will not use the district technology system to vandalize, damage, or disable the property of another person or organization, will not make deliberate attempts to degrade or disrupt equipment, software, or system performance by spreading computer viruses or by any other means, will not tamper with, modify, or change the district technology system software, hardware, or wiring or take any action to violate the school district's security system, and will not use the district technology system in such a way as to disrupt the use of the system by other users.
- 5. Users will not use the district technology system to gain unauthorized access to information resources or to access another person's materials, information, or files without the implied or direct permission of that person.
- 6. Users shall not use the district technology system to record, photograph or video students or school employees on school property, on a school bus or at school-sponsored activities without their knowledge and consent, except for activities considered to be in the public arena (e.g. sporting events, public meetings, academic competitions or public performances). School social events, activities sponsored by student clubs, team building retreats, and activities that take place during the school day are not considered to be in the public arena.
- 7. Users will not use the district technology system to post private information about another person, personal contact information about themselves or other persons, or other personally identifiable information, including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, labeled photographs, or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message.
 - a. This paragraph does not prohibit the posting of employee contact information on school district webpages, social media sites or

communications between employees and other individuals when such communications are made for education-related purposes (i.e., communications with parents/guardians or other staff members related to students).

- b. Employees creating or posting school-related webpages may include personal contact information about themselves on a webpage. However, employees may not post personal contact information or other personally identifiable information about students unless:
 - (1) such information is classified by the school district as directory information and verification is made that the school district has not received notice from a parent/guardian or eligible student that such information is not to be designated as directory information in accordance with Policy 515; or
 - (2) such information is not classified by the school district as directory information but written consent for release of the information to be posted has been obtained from a parent/guardian or eligible student in accordance with Policy 515.
 - (3) such information is discoverable or obtained from a media source or public website.

In addition, prior to posting any personal contact or personally identifiable information on a school-related webpage, employees shall obtain written approval of the content of the postings from the building administrator.

- c. These prohibitions specifically prohibit a user from utilizing the district technology system to post personal information about a user or another individual on social networks, including, but not limited to, social networks such as “Facebook”, “Twitter”, “Instagram”, “Snapchat”, and “Reddit”, and similar websites and applications.
- 8. Users must keep all account information and passwords on file with the designated school district official. Users will not attempt to gain unauthorized access to the district technology system or any other system through the district technology system, attempt to log in through another person’s account, or use computer accounts, access codes, or network identification other than those assigned to the user. Messages and records on the district technology system may not be encrypted without the permission of appropriate school authorities.
 - 9. Users will not use the district technology system to violate copyright laws or usage licensing agreements, or otherwise to use another person’s property without the person’s prior approval or proper citation, including the

downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the Internet.

10. Users will not use the district technology system for conducting non-district business, including, but not limited to, unauthorized commercial purposes, financial gain unrelated to the mission of the school district, offering or providing goods or services, product advertisement or purchasing goods or services for personal use without authorization from the appropriate school district official.
 11. Users will not use the district technology system to engage in bullying or cyberbullying in violation of the school district's Bullying Prohibition Policy (District Policy 514). This prohibition includes using any technology or other electronic communication off school premises to the extent that student learning or the school environment is substantially and materially disrupted.
 12. Users may not add or remove any software nor modify the equipment, software configuration, or environment. Users will not install any personal equipment or software on any district-owned system.
- B. A student or employee engaging in the foregoing unacceptable uses of the Internet when off school district premises also may be in violation of this policy as well as other school district policies and handbooks. Examples of such violations include, but are not limited to, situations where the district technology system is compromised or if a school district employee or student is negatively impacted. If the school district receives a report of an unacceptable use originating from a non-school computer or resource, the school district may investigate such reports to the best of its ability. Students or employees may be subject to disciplinary action for such conduct, including, but not limited to, suspension or cancellation of the use or access to the school district computer system and the Internet and discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment.
- See addendum IV, School-Issued Devices*
- C. If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately disclose the inadvertent access to an appropriate school district official. In the case of a school district employee, the immediate disclosure shall be to the employee's immediate supervisor and/or the building administrator. This disclosure may serve as a defense against an allegation that the user has intentionally violated this policy. In certain rare instances, a user also may access otherwise unacceptable materials if necessary to complete an assignment and if done with the prior approval of and with appropriate guidance from the appropriate teacher or, in the case of a school district employee, the building administrator.

VII. FILTER

School districts which receive certain federal funding, such as e-rate discounts, for purposes of Internet access and connection services and/or receive funds to purchase Internet accessible computers are subject to the federal Children's Internet Protection Act ("Act"). This Act

requires school districts to adopt an Internet safety policy, which contains the provisions set forth below. Also, the Act requires such school districts to provide reasonable notice and hold at least one public hearing or meeting to address the proposed Internet safety policy prior to its implementation. School districts that do not seek such federal financial assistance need not adopt the alternative language set forth below nor meet the requirements with respect to a public meeting to review the policy. The following alternative language for school districts that seek such federal financial assistance satisfies both state and federal law requirements.

- A. With respect to any of its computers with Internet access, the school district will monitor the online activities of both minors and adults and employ technology protection measures during any use of such computers by minors and adults. The technology protection measures utilized will block or filter Internet access to any visual depictions that are:
 - 1. Obscene;
 - 2. Child pornography; or
 - 3. Harmful to minors.
- B. The term “harmful to minors” means any picture, image, graphic image file, or other visual depiction that:
 - 1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; or
 - 2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
 - 3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.
- C. An administrator, supervisor, or other person authorized by the Superintendent may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.
- D. The school district will educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyber-bullying awareness and response.
- E. Software filtering technology will be narrowly tailored and will not discriminate based upon viewpoint.

VIII. CONSISTENCY WITH OTHER SCHOOL POLICIES

Use of the district technology system and use of the Internet shall be consistent with school district policies, handbooks and the mission of the school district.

IX. LIMITED EXPECTATION OF PRIVACY

- A. By authorizing use of the district technology system, the school district does not

relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy in the contents of personal files on the district technology system.

- B. Routine maintenance and monitoring of the district technology system may lead to a discovery that a user has violated this policy, another school district policy, or the law.
- C. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school district policy. This may include a search of an employee's or student's personal cell phone or other portable electronic devices, if there is reason to believe the employee or student used the device during working hours and/or on school property.
- D. Parents/guardians, in accordance with district policy and state and federal laws, have the right at any time to investigate or review the contents of their child's files and e-mail files. Parents/guardians have the right to request the termination of their child's individual account at any time.
- E. School district employees should be aware that the school district retains the right at any time to investigate or review the contents of their files and e-mail files. In addition, school district employees should be aware that data and other materials in files maintained on the district technology system may be subject to review, disclosure or discovery under Minn. Stat. Ch. 13 (the Minnesota Government Data Practices Act).
- F. The school district will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with school district policies conducted through the district technology system.

X. INTERNET AND ELECTRONIC RESOURCES USE AGREEMENT

- A. The proper use of the Internet and district technology system and the educational value to be gained from proper use of the Internet and district technology system, is the joint responsibility of students, parents/guardians, and employees of the school district.
- B. This policy requires the permission of and supervision by the school's designated professional staff before a student may use a school account or resource to access the Internet.
- C. The Internet and Electronic Resources Use Agreement form and the addendum for students must be read and signed by a parent or guardian in grades K, 5 and 9 or when the student is first enrolled in the district. The Internet and Electronic Resources Use Agreement form and the addendum for students must be read and signed by the user student in grades 5 and 9 or when a student in those grades is first enrolled in the district. The agreement is effective throughout the child's education at their school. All students (K-12) will review and all parents and guardians will receive a notice regarding the school district policies and addenda relating to safety and acceptable use

of the district's technology system annually. The Internet and Electronic Resources Use Agreement form and addendums for employees must be signed by the employee upon hire. The form must then be filed physically or electronically at the school or school district office.

XI. LIMITATION ON SCHOOL DISTRICT LIABILITY

Use of the district technology system is at the user's own risk. The system is provided on an "as is, as available" basis. The school district will not be responsible for any damage users may suffer, including, but not limited to, loss, damage, or unavailability of data stored on school district diskettes, tapes, hard drives, or servers, or for delays or changes in or interruptions of service or mis-deliveries or non-deliveries of information or materials, regardless of the cause. The school district is not responsible for the accuracy or quality of any advice or information obtained through or stored on the district technology system. The school district will not be responsible for financial obligations arising through unauthorized use of the district technology system or the Internet. The school district assumes no responsibility for theft, loss, or damage of a personal electronic device brought to school/work and will not assume responsibility for investigating loss or theft of such items.

XII. USER NOTIFICATION

- A. All users shall be notified of the school district policies relating to use of the district technology system and the Internet.
- B. This notification shall include the following:
 - 1. Notification that use of the district technology system and the Internet is subject to compliance with school district policies.
 - 2. Disclaimers limiting the school district's liability relative to:
 - a. Information stored on school district cloud-based applications, hard drives, servers, CD, DVD, memory stick or similar devices, or any other storage device.
 - b. Information retrieved through school district computers, networks, or online resources.
 - c. Personal property used to access school district computers, networks, or online resources.
 - d. Unauthorized financial obligations resulting from use of school district resources/accounts to access the Internet.
 - 3. A description of the privacy rights and limitations of school sponsored/managed Internet accounts.
 - 4. Notification that, even though the school district may use technical means to limit student Internet access, these limits do not provide a foolproof means for

enforcing the provisions of this acceptable use policy.

5. Notification that goods and services can be purchased over the Internet that could potentially result in unwanted financial obligations and that any financial obligation incurred by a student through the Internet is the sole responsibility of the student and/or the student's parents/guardians.
6. Notification that the collection, creation, reception, maintenance, and dissemination of data via the Internet, including electronic communications, is governed by Policy 406, Public and Private Personnel Data, and Policy 515, Protection and Privacy of Pupil Records.
7. Notification that, should the user violate the school district's acceptable use policy, the user's access privileges may be revoked, school disciplinary action may be taken and/or appropriate legal action may be taken.
8. Notification that all provisions of the acceptable use policy are subordinate to local, state, and federal laws.

XIII. PARENTS'/GUARDIANS' RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE

- A. Outside of school, parents/guardians bear responsibility for the same guidance of Internet and cloud-based tool use as they exercise with information sources such as television, telephones, radio, movies, and other possibly offensive media. Parents/guardians are responsible for monitoring their student's use of the district technology system and of the Internet from home or a remote location.
- B. Parents/guardians will be notified that their students will be using school district technology resources/accounts to access the Internet and cloud-based tools, that teachers and other district staff will be communicating with students using electronic resources and cloud-based tools, and that the school district will provide parents/guardians the option to request alternative activities not requiring Internet access. This notification should include:
 1. A copy of the user notification form provided to the student user.
 2. A description of parent/guardian responsibilities.
 3. A notification that the parents/guardians have the option to request alternative educational activities not requiring Internet access and the material to exercise this option.
 4. A statement that the Internet and Electronic Resources Use Agreement must be signed by the user and a parent or guardian, prior to use by the student.
 5. A statement that the school district's acceptable use policy is available for parent/guardian review.

XIV. LIMIT ON SCREEN TIME FOR CHILDREN IN PRESCHOOL AND KINDERGARTEN

A child in a publicly funded preschool or kindergarten program may not use an individual-use screen, such as a tablet, smartphone, or other digital media, without engagement from a teacher or other students. This section does not apply to a child for whom the school has an individualized family service plan, an individualized education program, or a 504 plan in effect.

XV. CELL PHONE USE

The school board directs the superintendent and school district administration to establish rules and procedures regarding student possession and use of cell phones in schools. These rules and procedures should seek to minimize the impact of cell phones on student behavior, mental health, and academic attainment. These rules and procedures may be designed for specific school buildings, grade levels, or similar criteria.

XVI. IMPLEMENTATION; POLICY REVIEW

- A. The school district administration may develop appropriate user notification forms, guidelines, and procedures necessary to implement this policy.
- B. The administration shall revise the user notifications, including student and parent/guardian notifications, if necessary, to reflect the adoption of these guidelines and procedures.
- C. The school district Internet policies and procedures are available for review by all parents, guardians, staff, and members of the community.
- D. Because of the rapid changes in the development of the Internet, District Administration shall conduct an annual review of this policy.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.73 (School Cell Phone Policy)
Minn. Stat. § 124D.166 (Limit on Screen Time for Children in Preschool and Kindergarten)
Minn. Stat. § 125B.15 (Internet Access for Students)
Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)
15 U.S.C. § 6501 *et seq.* (Children's Online Privacy Protection Act)
17 U.S.C. § 101 *et seq.* (Copyrights)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
47 U.S.C. § 254 (Children's Internet Protection Act of 2000 (CIPA))
47 C.F.R. § 54.520 (FCC rules implementing CIPA)

Mahanoy Area Sch. Dist. v. B.L., 594 U.S., 141 S. Ct. 2038 (2021)
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503 (1969)
United States v. Amer. Library Assoc., 539 U.S. 1942003)
Sagehorn v. Indep. Sch. Dist. No. 728, 122 F.Supp.2d 842 (D. Minn. 2015)
R.S. v. Minnewaska Area Sch. Dist. No. 2149, 894 F.Supp.2d 1128 (D. Minn. 2012)
Tatro v. Univ. of Minnesota, 800 N.W.2d 811 (Minn. App. 2011), *aff'd* on other grounds 816 N.W.2d 509 (Minn. 2012)
S.J.W. v. Lee's Summit R-7 Sch. Dist., 696 F.3d 771 (8th Cir. 2012)
Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-III Sch. Dist., 853 F.Supp.2d 888 (W.D. Mo. 2012)
M.T. v. Cent. York Sch. Dist., 937 A.2d 538 (Pa. Commw. Ct. 2007)

Cross References: School District Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
School District Policy 406 (Public and Private Personnel Data)
School District Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
School District Policy 506 (Student Discipline)
School District Policy 514 (Bullying Prohibition Policy)
School District Policy 515 (Protection and Privacy of Pupil Records)
School District Policy 519 (Interviews of Students by Outside Agencies)
School District Policy 521 (Student Disability Nondiscrimination)
School District Policy 522 (Student Sex Nondiscrimination)
School District Policy 603 (Curriculum Development)
School District Policy 604 (Instructional Curriculum)
School District Policy 806 (Crisis Management Policy)
School District Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)

POLICY ADOPTED: October 16, 2006
POLICY REVIEWED/REVISED: December 14, 2009; June 17, 2013; March 21, 2016; December 17, 2018; November 18, 2019; November 16, 2020; August 2, 2021; April 17, 2023; September 18, 2023
Monitoring Method: Administrative Review
Monitoring Frequency: Every year

ADDENDUM I - STUDENT ONLINE CODE OF ETHICS

In the West St. Paul-Mendota Heights-Eagan Area Schools, it is important to use information and technology in safe, legal, and responsible ways. We embrace these conditions as facets of being a digital citizen and strive to help students develop a positive digital footprint.

1. Students accessing or using cloud-based tools including, but not limited to, blogs, wikis, podcasts, Google applications, Canvas and SeeSaw for student assignments are required to keep personal information out of their postings.
2. Students must select online names that are appropriate and will consider the information and images that are posted online at an age appropriate level.
3. Students must not log in to the network as another classmate.
4. Students using cloud-based tools must treat these tools as a classroom space. Speech that is inappropriate for class is not appropriate on cloud-based tools. Students are expected to treat others and their ideas online with respect.
5. Assignments on cloud-based tools are like any other assignment in school. Students, in the course of completing the assignment, are expected to abide by policies and procedures in the student handbook, including those policies regarding plagiarism and acceptable use of technology.
6. Student blogs are to be a forum for student expression; however, they are first and foremost a tool for learning. The district may restrict speech for valid educational reasons as outlined in board policy.
7. Students must not use the Internet to harass, discriminate, bully or threaten the safety of others. If students receive a comment on a blog or other cloud-based tool used in school that makes them feel uncomfortable or is not respectful, they must report this to a teacher, and must not respond to the comment.
8. Students accessing cloud-based tools from home or school, using the district technology system, must not download or install any software without permission, and not click on ads or competitions.
9. Students should be honest, fair and courageous in gathering, interpreting and expressing information for the benefit of others. Always identify sources and test the accuracy of information from all sources.
10. Students must treat information, sources, subjects, colleagues and information consumers as people deserving of respect. Gathering and expressing information should never cause harm or threaten to be harmful to any person or group of people.
11. Students are accountable to their readers, listeners and viewers and to each other. Students should admit their mistakes and correct them promptly, while also exposing the unethical information and practices of others.
12. Students shall not record, photograph or video other students or school employees on school property, on a school bus or at school-sponsored activities without their knowledge and consent, except for activities considered to be in the public arena (e.g. sporting events, public meetings, academic competitions or public performances). School social events, activities sponsored by student clubs, team building retreats, and activities that take place during the school day are not considered to be in the public arena.
13. School board policies concerning acceptable use of electronic technology include the use of these cloud-based tools for school activities (Policy 524 – Internet and Electronic Resources Acceptable Use).
14. Failure to follow this code of ethics will result in academic sanctions and/or disciplinary action.

ADDENDUM II - GUIDELINES FOR EMPLOYEE'S PERSONAL USE OF SOCIAL NETWORKING

The decision to use online social networking (including, but not limited to, sites such as Facebook and online chat rooms, blogs, wikis, podcasts, discussion boards, etc.) for personal use is at the employee's discretion. The school district does not affirmatively monitor employee use of non-district, online social networking tools if the employee is not using the district technology system; however, the district may take appropriate action when it becomes aware of, or suspects, conduct or communication on an online social media site that adversely affects the workplace or violates applicable professional codes of ethics. In addition, if an employee chooses to engage in social networking during working hours, this activity may be subject to review by the school district. These guidelines are for employees engaging in social networking for personal use.

1. When using your personal social networking sites, do not fraternize with students.
2. Ensure that social networking postings are appropriate for the public.
3. Weigh whether a posting will put your effectiveness as an employee at risk.
4. Use caution with regard to exaggeration, profanity, guesswork, copyrighted materials, legal conclusions and derogatory comments.
5. Ensure compliance with data privacy laws and district policies. Employees will be held responsible for inappropriate disclosure, whether purposeful or inadvertent.
6. Respect your coworkers and students and remain professional. Do not discuss students, their families or coworkers.
7. Student images obtained from your employment with the school district should not be included on personal social networking sites.
8. Set privacy settings carefully to ensure that you know who has access to the content on your social networking sites.
9. The school district recognizes that student groups or members of the public may create social media representing students or groups within the school district. When employees, including coaches/advisors, choose to join or engage with these school district-related social networking groups or forums, they do so as an employee of the school district. Employees have responsibility for maintaining appropriate employee-student relationships at all times and have responsibility for addressing inappropriate behavior or activity on these networks. This includes acting to protect the safety of minors online.
10. When engaging in non-school district related social networking groups or forums, the public may consider your personal statements as being made in your capacity as a district employee. Employees may want to include "this posting is my own and does not represent the view of West St. Paul-Mendota Heights-Eagan Area Schools (School District 197)." An employee in a leadership role in the school district, by virtue of their position, must consider whether personal thoughts they publishes will be attributed to the school district.
11. Social media identifications, login identifications, and user names must not contain the school district or school's name or logo without prior written permission from (1) the director of technology and (2) the director of communications.

ADDENDUM III - GUIDELINES FOR CLASSROOM USE OF SOCIAL MEDIA TOOLS

The school district provides teachers with webpages and password-protected, online social media tools that can be used for communication and instruction. Teachers may also elect to use other social media tools for the purpose of instruction in accordance with Policy 524 – Internet and Electronic Resources Acceptable Use and its appendices.

A. District Online Social Media Tools

1. Content and use must adhere to school district policies and guidelines.
2. The platform for instruction must indicate that views expressed on the social media site are that of the employee or student, and do not necessarily reflect the views of West St. Paul-Mendota Heights-Eagan Area Schools (School District 197).
3. The teacher must not disclose information on any online social media site that is school district property, protected by data privacy laws, or in violation of copyright.

B. Non-district Social Media Tools

1. If a teacher elects to use a non-school district social media tool, the teacher must build a separate page in that social media tool from their personal online presence.
2. Approval must be received from (1) the director of communications and (2) the director of technology prior to creation of the page. The request must contain the following:
 - a. Sponsoring school or department;
 - b. Proposed social media site or other location;
 - c. Purpose of site, which cannot be served by the current district website;
 - d. Plan on how to comply with district policies and mandated reporting and record retention requirements;
 - e. Description and primary use of site;
 - f. Plan for monitoring site, addressing policy violations, and ensuring current content, notifying parents/guardians of their child's participation in the site; and
 - g. Name of the person(s) who will manage the site and the login information for the site.

Written approval or denial will be provided to the school or department. If the request is denied, the school or department may request reasons for the denial in writing.

3. Content and use must adhere to district policies and guidelines.
4. Content and use must not violate the “terms of service” for the social media tool.
5. The platform for instruction must indicate that views expressed on the social media site are that of the employee or student, and do not necessarily reflect the views of West St. Paul-Mendota Heights-Eagan Area Schools (School District 197).
6. The teacher must not disclose information on any online social media site that is protected by data privacy laws, or in violation of copyright.
7. The platform must not use official school district or school logos without the permission of (1) the director of communications or superintendent's designee and (2) the director of technology.

ADDENDUM IV - SCHOOL-ISSUED DEVICES

- A. "School-issued device" means hardware or software that the school district, acting independently or with a technology provider, provides to an individual student for that student's dedicated personal use. A school-issued device includes a device issued through a one-to-one program.
- B. Except as provided in paragraph C, the school district or a technology provider must not electronically access or monitor:
 - 1. any location-tracking feature of a school-issued device;
 - 2. any audio or visual receiving, transmitting, or recording feature of a school-issued device; or
 - 3. student interactions with a school-issued device, including but not limited to keystrokes and web-browsing activity.
- C. The school district or a technology provider may only engage in activities prohibited by paragraph B if:
 - 1. the activity is limited to a noncommercial educational purpose for instruction, technical support, or exam-proctoring by school district employees, student teachers, staff contracted by the school district, a vendor, or the Minnesota Department of Education, and notice is provided in advance;
 - 2. the activity is permitted under a judicial warrant;
 - 3. the school district is notified or becomes aware that the device is missing or stolen;
 - 4. the activity is necessary to respond to an imminent threat to life or safety and the access is limited to that purpose;
 - 5. the activity is necessary to comply with federal or state law, including but not limited to Minnesota Statutes section 121A.031; or
 - 6. the activity is necessary to participate in federal or state funding programs, including but not limited to the E-Rate program.
- D. If the school district or a technology provider interacts with a school-issued device as provided in paragraph C, clause 4, it must, within 72 hours of the access, notify the student to whom the school-issued device was issued or that student's parent/guardian and provide a written description of the interaction, including which features of the device were accessed and a description of the threat. This notice is not required at any time when the notice itself would pose an imminent threat to life or safety, but must instead be given within 72 hours after that imminent threat has ceased.

ADDENDUM V - NOTIFICATION REGARDING TECHNOLOGY PROVIDERS

- A. "Technology provider" means a person who:
 - 1. contracts with the school district, as part of a one-to-one program or otherwise, to provide a school-issued device for student use; and
 - 2. creates, receives, or maintains educational data pursuant or incidental to a contract with the school district.
- B. "Parent/Guardian" means a parent/guardian of a student and includes a natural parent, a guardian, or an individual acting as a parent/guardian in the absence of a parent or a guardian.
- C. Within 30 days of the start of each school year, the school district must give parents/guardians and students direct and timely notice, by United States mail, e-mail, or other direct form of communication, of any curriculum, testing, or assessment technology provider contract affecting a student's educational data. The notice must:
 - 1. identify each curriculum, testing, or assessment technology provider with access to educational data;
 - 2. identify the educational data affected by the curriculum, testing, or assessment technology provider contract; and
 - 3. include information about the contract inspection and provide contact information for a school department to which a parent/guardian or student may direct questions or concerns regarding any program or activity that allows a curriculum, testing, or assessment technology provider to access a student's educational data.
- D. The school district must provide parents/guardians and students with an opportunity to inspect a complete copy of any contract with a technology provider.
- E. A contract between a technology provider and the school district must include requirements to ensure appropriate security safeguards for educational data. The contract must require that:
 - 1. the technology provider's employees or contractors have access to educational data only if authorized; and
 - 2. the technology provider's employees or contractors may be authorized to access educational data only if access is necessary to fulfill the official duties of the employee or contractor.
- F. All educational data created, received, maintained, or disseminated by a technology provider pursuant or incidental to a contract with a public educational agency or institution are not the technology provider's property.

**POLICY 524 - INTERNET AND ELECTRONIC RESOURCES USE AGREEMENT
STUDENT / PARENT OR GUARDIAN**

STUDENT

I have read and do understand the school district policies and addenda relating to safety and acceptable use of the district technology system, which includes electronic resources, cloud-based tools, electronic communications and Internet resources or accounts on or off school district property and/or personal electronic resources while on district property and/or the district technology system and agree to abide by them. I understand that the school district may need to search any school district-owned technology that has been provided to me to determine if I have committed a violation of school district rules, and give my consent for the school district to conduct such a search. I further understand that should I commit any violation of these policies and addenda, my access privileges may be revoked, school disciplinary action may be taken, and/or appropriate legal action may be taken.

Signature required if student is new to the school district or in grades 5 or 9.

User's Full Name (please print): _____

User Signature: _____

Student ID Number: _____ Date: _____

PARENT OR GUARDIAN

As the parent or guardian of this student, I have read and discussed with my child the school district policies and addenda relating to safety and acceptable use of the district technology computer system, which includes electronic resources, cloud-based tools, electronic communications and Internet resources or accounts on or off school district property and/or personal electronic resources while on district property and/or the district technology system. I understand that this access is designed for educational purposes. The school district has taken precautions to eliminate controversial material.

However, I also recognize it is impossible for the school district to restrict access to all controversial materials and I will not hold the school district or its employees or agents responsible for materials acquired on the Internet. Further, I accept full responsibility for supervision if and when my child's use is not in a school setting. I hereby give permission to issue an account for my child and certify that the information contained on this form is correct.

Signature required if student is new to the school district or in grades K, 5 or 9.

Parent or Guardian's Name (please print): _____

Parent or Guardian's Signature: _____

**POLICY 524 - INTERNET AND ELECTRONIC RESOURCES USE AGREEMENT
EMPLOYEE**

SCHOOL DISTRICT EMPLOYEE

I have read and do understand the school district policies relating to safety and acceptable use of the district technology system, which includes electronic resources, cloud-based tools, electronic communications and Internet resources or accounts on or off school district property and/or personal electronic resources while on school district property and/or the district technology system and agree to abide by them. I further understand that should I commit any violation, my access privileges may be revoked, school disciplinary action may be taken, and/or appropriate legal action may be taken. I also understand that the school district may need to search any school district-owned technology that has been provided to me and any personal electronic devices I have used while acting in the scope of my employment to determine if I have committed a violation of school district policy, and give my consent for the school district to conduct such a search.

User's Full Name (please print): _____

User Signature: _____

Date: _____

To: School Board Members

From: Sara Lein, Director of Special Services

Date: March 3, 2025

Re: Approval of Joint Powers Agreements between Dakota County and ISD 197 for Opioid Settlement Grant Funds

BACKGROUND:

School District 197 has received Opioid settlement funds from Dakota County, supporting efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies and connecting students to help as needed. The district will utilize these funds to support *Character Strong*, research-backed curricula and training that increases students' belonging, well-being, and engagement for grades K-4. Additionally, the district works to connect students to support by providing chemical health counseling by a Licensed Alcohol and Drug Counselor at the middle and high school levels for students with chemical use violations or upon request. The District is dedicated to a communication campaign aimed at educating the community about the risks of opioids and ways to prevent and address overdoses.

Under Minn. Stat. §471.59, subd.1, two or more governmental units, by agreement entered through action of their governing bodies, 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.

Administration recommends approving the joint powers agreement. It is attached.

RECOMMENDED RESOLUTION:

BE IT RESOLVED by the School Board of Independent School District No. 197 that the Joint Powers Agreement between Dakota County and ISD 197 to receive opioid settlement funds be approved.

JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF DAKOTA AND INDEPENDENT SCHOOL DISTRICT 197

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 Independent School District 197 [1897 Delaware Ave, Mendota Heights, MN 55118] "District", by and through their respective governing bodies, together referenced as the "Parties."

RECITALS

WHEREAS, the County and the 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 funds from the National Opioid Settlement;

WHEREAS, the County is permitted to make grants of Opioid Settlement Funds to recipients who spend the funds in compliance with the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement (MOA); and

WHEREAS, the County is providing Contractor with Opioid Settlement Funds described herein based on the grant expenditure requirements outlined in Exhibit 2, Service Grid.

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

1. Effective Date. This Agreement shall be effective as of the later date of signature by the parties through January 1, 2027.
2. Purpose. The purpose of this Agreement is to provide Opioid Settlement Funds from the County to the District to be used by the District solely for the purposes described in Exhibit 2, Service Grid.
3. District obligations under Opioid Settlement Agreements. The grant funds provided to the District under this Agreement are subject to the terms and conditions contained in both the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement document ("MOA"), which can be found at: https://www.ag.state.mn.us/opioids/docs/MN_MoA.pdf, and the Reporting and Compliance Addendum document, which can be found at: https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf ("Addendum to MOA"). The District agrees to comply with all terms and conditions that are applicable to Participating Local Governments, recipients and grantees under such MOA and Addendum.

In accordance with Part III., Section D of the MOA, Participating Local Governments may make contracts with or grants to a nonprofit, charity, or other entity with Opioid Settlement Funds.

Under the Addendum to MOA, Part I. Section f, a Participating Local Government that receives Opioid Settlement Funds and grants those funds to subrecipients or grantees, including to other Local Governments, is responsible for monitoring and tracking the distribution and use of those funds to satisfy the entity's reporting obligations. Contractor therefore must comply with such monitoring and tracking requirements for the funds it receives under this Agreement. Pursuant to the Addendum to MOA Part II, Section b, all grantees and subrecipients must comply with Minnesota Statutes section 16C.05, subdivision 5. Subrecipients and grantees must also comply with the Minnesota Government Data Practices Act, as provided by Minnesota Statutes section 13.05, subdivision 11." Under Section C, all Participating Local Governments must maintain, for a period of at least six years, records of Opioid Settlement Fund expenditures and documents underlying those expenditures.

4. **County Obligations.** The County agrees to reimburse the District in an amount not to exceed \$9,500 for costs incurred in performing services fulfilling the Purpose described above from the Effective Date through January 1, 2027.
5. **Reimbursement and Reporting.** After this Agreement has been executed by both parties, the 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 District within 45 calendar days of the District's submission of invoices to the County. Invoices must be submitted using the form in Exhibit 3. All requests for reimbursement must be submitted as outlined in Exhibit 2, Service Grid. The District must certify that the requested reimbursements are accurate, appropriate and eligible in accordance with the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement (MOA), which states the following in part:
 1. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.
 2. The budget or resolution must (i) indicate that it is an authorization for expenditures of opioid settlement funds; (ii) state the specific strategy or strategies the county or city intends to fund, using the item letter and/or number in Exhibit A to identify each funded strategy, if applicable; and (iii) state the amount dedicated to each strategy for a stated period of time.
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, Community Services Director
 Telephone: 651-554-5742
 Email: Marti.Fischbach@co.dakota.mn.us

Jenn Jech has the responsibility to monitor the Contractor's performance pursuant to this Agreement and the authority to approve invoices submitted for reimbursement.

The District's Authorized Representative is:
 Peter Olson-Skog, Superintendent
 1897 Delaware Ave, Mendota Heights, MN 55118
 Telephone: 651-403-7002
 Email: peter.olsonskog@isd197.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 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 District.
8. **Use of Subcontractors.** The District shall not engage subcontractors under this Agreement without a written amendment to this Agreement. It is the District's responsibility to make sure all subcontractors are subject to the provisions of this Agreement that are applicable to Contractor.
9. **Indemnification.** To the extent permitted by law, the Parties agree to indemnify, defend and hold harmless the other, its officers, agents and employees against any and all liability, loss, costs, damages, claims or actions its officers, agents or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the indemnifying party, its officers, agents, or employees, in the execution, performance or failure to adequately perform its obligations pursuant to this Agreement.

Nothing herein shall be construed as a waiver by County or the District of any of the immunities or limitations of liability to which they may be entitled pursuant to Minn. Stat. Ch. 466 or any other statute or law.

10. Insurance Terms. The District shall, at its expense, procure and maintain policies of insurance or self-insurance covering the term of this Agreement. All retentions and deductibles under such policies shall be paid by the District .
11. Audit. The 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 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 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 Contractor 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 District , nor shall the County be considered or deemed to be an agent, representative or employee of the District in the performance of this Agreement. Personnel of the 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 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 obligations of "Contractor" in Exhibit 1, Standard Assurances. The 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 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 District written notice of an event of default, the Contractor 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 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 District shall propose in writing the actions that the District proposes to take and the schedule required to cure the event of default.
 - (c) Remedies. Upon the 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 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. Exhibits. The following exhibits are attached to and incorporated within this Joint Powers Agreement.
Exhibit 1: Standard Assurances;
Exhibit 2: Service Grid;
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 District. Any amendment to this Agreement must be in writing and executed by the County and the Contractor. 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:

 Assistant County Attorney/Date
 KS-2025-00029-1

Dakota County BR 24-256

COUNTY OF DAKOTA

By: _____
 Title: Community Services Director
 Date: _____

INDEPENDENT SCHOOL DISTRICT 197

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)

Executed Joint Powers Agreements (JPA) with school districts

Payment Source

Opioid Settlement Funds

Purpose

Authorize execution of joint powers agreements (JPA) with school districts and charter schools for the expenditure of up to \$500 per school building in Dakota County for a combined total of up to \$80,000 in accordance with the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement (MOA) funded through the Opioid Settlement Funds and amendment to the 2024 Non-Departmental Budget.

Target Group

Dakota County Public and Charter Schools

Goals

To provide for activities in accordance with the MOA, including, but not limited to, storage for mandated nasal naloxone, training, and support for community education and outreach.

Service Expectations

School District	Number of Schools	Number of School Buildings	Total Dollar Amount	Proposed Strategy	MOA Exhibit A Strategies
ISD 197, West St. Paul-Mendota Heights-Eagan	20	19	\$9,500	1) PREVENT MISUSE OF OPIOIDS - Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following: <ul style="list-style-type: none"> • Support DARE-Drug Abuse Resistance Education, a drug abuse prevention education program intended to give children skills to resist peer pressure to use tobacco, drugs, and alcohol for grades 5 and 6. • Support "Character Strong" - Research-backed curricula and training that increase students' belonging, 	Items G.1, G.8, G.11, C.12

				<i>well-being, and engagement for grades K-4.</i> <ul style="list-style-type: none"> • <i>Support a Districtwide communication campaign.</i> <p>2) CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE) <i>Provide Chemical Health Counseling by a Licensed Alcohol and Drug Counselor at the middle and high school levels for students with chemical use violations or upon request.</i></p>	
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- Overall Collaboration with:
 - DC PH Safe and Drug Free Schools
 - DC PH Safe and Healthy Start Collaborative and Communities of Practice
 - DC PH Substance Misuse and Suicide Prevention Collaborative
 - DC PH Opioid Prevention Coordinator

Process Measures

In accordance with the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement (MOA), the process for drawing from special revenue funds is as follows.

1. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.
2. The budget or resolution must (i) indicate that it is an authorization for expenditures of opioid settlement funds; (ii) state the specific strategy or strategies the County or Contractor intends to fund, using the item letter and/or number in Exhibit A to identify each funded strategy, if applicable; and (iii) state the amount dedicated to each strategy for a stated period of time.

In accordance with Part III, Section D of the MOA, grant making is considered allowable such that participating Local Governments may make contracts with or grants to a nonprofit, charity, or other entity with Opioid Settlement Funds.

Furthermore, under the Minnesota Opioids State-Subdivision Memorandum of Agreement Reporting and Compliance Addendum under Part I, Section F, “any Participating Local Government that directly receives Opioid Settlement Funds and grants those funds to subrecipients or grantees, including other Local Governments, is responsible for monitoring and tracking the distribution and use of those funds to satisfy the entity’s reporting obligations.” All grantees will further be “subject to audit and Data Practices Act. All contracts and pass-through disbursements of Opioid Settlement Funds to subrecipients or grantees must comply with Minnesota Statutes section 16C.05, subdivision 5. Subrecipients or grantees must comply with the Minnesota Government Data Practices Act, as provided by Minnesota Statutes section 13.05, subdivision 11.”

Given these allowances, Contractor will be required to adhere to the process for drawing from special revenue funds, as outlined in the Part III, Section C of the MOA, which states School District Board resolution is required for authorization of expenditures of Opioid Settlement funds.

Outcome Measures

Contractor must abide by the measures outlined in the Minnesota Opioids State-Subdivision Memorandum of Agreement Reporting and Compliance Addendum.

https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf

Reporting

- Contractor must abide by the measures outlined in the Minnesota Opioids State-Subdivision Memorandum of Agreement Reporting and Compliance Addendum.
 - https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf
- Reporting is based on expenditures made during the calendar year (January-December) and should be due from schools-school districts or charter schools to Dakota County Public Health no later than Feb. 15 of the following year.
- Reporting is required in accordance to Dakota County Public Health to the DHS reporting addendum Appendix A.
 - https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf (found on last page)

County Responsibilities

- County will be responsible for submitting required reporting to DHS by March 31, annually.
- Facilitate opportunities for Public Health staff to provide feedback on related strategies and work related to the expenditure of Opioid Settlement Funds.
- Collaboratively plan strategy and logistics for successful expenditure of Opioid Settlement Funds.
- Process invoices for the reimbursement of the use of funds.

Billing Procedures

- County will be responsible for the processing of reimbursements for the use of funds.
- Invoice provided as Exhibit 3, shall be submitted to PHInvoices@co.dakota.mn.us via email.
 - Include the specific School Board/County Board resolution approving the expenditure for opioid settlement funds to this invoice. The resolution must:
 - indicate that it is an authorization for expenditures of opioid settlement funds;
 - state the specific strategy or strategies the county or District/School intends to fund, using the item letter and/or number in Exhibit A to identify each funded strategy, if applicable; and
 - state the amount dedicated to each strategy for a stated period of time.
- The County shall make payment to Contractor within thirty-five (35) days of the date on which the invoice is received, and services are accepted by the County.
- If the invoice is incorrect, defective, or otherwise improper, the County will notify Contractor within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice from Contractor, the County will make payment within thirty-five (35) days.
- Late Request for Payments. The County has an absolute right to refuse payment on invoices received or postmarked more than ninety (90) days after the date that invoiced services were performed.

Interpreters

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

Inclusion, Diversity & 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.

DISTRICT 197 OVERNIGHT OR EXTENDED TRIP REQUEST- FORM 2

Form 1 must have been completed and approved before submitting Form 2
Submit to Principal/Administrator and Superintendent's Office no less than two months
prior to domestic travel and no less than 4 months prior to international travel.

Staff Member Name and school: Bruce Carpenter- Two Rivers High School

Date of Trip/Destination/Who trip is for: July 23-24, 2025/. Eau Claire, WI/ Two Rivers 10th-12th Grade Football

Did you complete **FORM 1** for this trip and receive the required approval? Yes

TOUR CHECKLIST	RESPONSE
1. Dates of travel	July 23-24th (One night only)
2. Trip destination	University of Wisconsin Eau Claire
3. SUBMIT: Complete roster of travelers. Include a link to your roster in the response or attach a document. <i>Link to roster template: TOUR ROSTER</i>	Complete roster will be shared at least 2 weeks prior to the event. Due to form 1 requesting that information not be shared about the trip until it is confirmed there is no confirmed roster at this time.
4. SUBMIT: Detailed Itinerary, including hotel names, addresses and phone numbers. Include a link or attach a document with these details in your response.	Itinerary is attached
5. Final number of student travelers	Estimated at 50
6. Final number of adult travelers who are paying their own way/fare.	0
7. Final number of adults travelers who are traveling with a free or reduced fare. [If any, include the amount by which their fare is reduced]	5- Their fare will be paid for by the Football Boosters Club
8. Final number of district employees (also include in #6 and #7 counts)	Estimated all 5 chaperones/Coaches will be district employees
9. Ratio of adults to students	10 to 1
10. FINAL TOTAL of Number of Travelers (Adults and Students)	55
11. Have parents received detailed information about the cancellation policies and fees?	Until we receive confirmation that the trip is a go we will not have these discussions, however, we anticipate full refunds if a student can't join us.
12. Is travel insurance through the tour company required OR optional for your travelers?	This is an overnight team only football camp, not a tour, so no tour company

DISTRICT 197 OVERNIGHT OR EXTENDED TRIP REQUEST- FORM 2

Form 1 must have been completed and approved before submitting Form 2
Submit to Principal/Administrator and Superintendent's Office no less than two months
prior to domestic travel and no less than 4 months prior to international travel.

13. Has the district completed background checks for <u>all</u> adults?	If we do need a non-district person to join our group they will go through the required background check.
14. Is this a private tour, or will you be traveling with students from other schools? If so, please include the full roster of the adjoining group.	This camp will be our team only. No Tour groups.
15. How will you communicate with travelers while on tour?	Group Messaging
16. How will you communicate with families back home/not on tour?	Group Messaging
17. What is your plan for those requiring medication?	Medications will be handled on a case by case basis with communication with parents and athletes.


Staff Member's/Group Leader's Signature

2/18/2025


Date

Required Approvals:

 AP
Principal Signature

2/18/25

Date


Superintendent/Designee Signature

2/21/25

Date

School Board Approval

Date Approved

Once this form has been signed by your site administrator, submit it to the Superintendent for review and approval. It will then require School Board approval. Once approved, a signed copy will be returned to you for your records.

* Pending receipt of roster with details included in template.

DRAFT-DISTRICT 197 OVERNIGHT OR EXTENDED TRIP REQUEST
FORM 1- Site and district approval is required before students/families are notified
of the trip and before any funds are collected for the potential trip.

Part 1 - Approval to Plan & Recruit for an Extended Trip- COMPLETE IN FULL

Date of this request: 1/31/25 Your name and school: BRUCE CARPENTER - Two Rivers

Your Email: bruce.carpenter@isd197.org Your Phone Number: (815) 245-1886

Date Principal was notified of this trip: _____

Dates of Trip: 7/23/25 - 7/24/25 Date/Time Leaving: 10:00 AM Date/Time Returning: 2:00 PM

Destination(s): Eau Claire Wisconsin

Who is this trip for (subject and grade levels)? 10TH-12TH GRADE - FOOTBALL TEAM

Estimated number of students that will participate: 50

Estimated number of chaperones that will participate (all chaperons must undergo a background check): 6

*Chaperone names: Bruce Carpenter, Stan Eskierka, Tom Orth, Deacon Klemme

WE WILL SECURE 2-4 MORE BEFORE THE EVENT. THESE 4 ARE CURRENTLY COMMITTED

What is your chaperone ratio: One Adult Chaperone for every _____ students (minimum of 2 regardless of the number of students and at least 1 for every 10 students). *Chaperones are defined as adults (minimum age of 21) who accompany and oversee groups of students. At least half (and no less than 2) of the chaperones must be current School District 197 employees. **(Exceptions can be made to this requirement by the Superintendent. Provide rationale.)**

Form of Transportation: Bus Transportation Costs: \$ \$1,326.00

(For liability purposes, all transportation must be provided by district transportation, contracted services, or public transportation. Private transportation is NOT allowed. Vehicle rentals are considered a contracted service. Allowable vehicles are specified and drivers must have a Type III license. Call the ISD 197 Transportation Department at 651-403-8320 for details.)

Lodging Name/Location: UW Eau Claire Dormitory Lodging Costs: \$ 24.00 Per person, Per Night

(For liability purposes, all lodging must be public accommodations - hotel, public dormitory, etc. Exceptions may be requested and submitted to the Superintendent for consideration and possible approval.)

\$1,200⁰⁰ TOTAL EST.

Cost per adult/chaperone: \$ 130⁰⁰

Costs covered by: _____

Cost per student: \$ 130⁰⁰

Costs covered by: FAMILIES AND SUBSIDIZED BY FOOTBALL BOOSTERS

Sub costs, if any, paid by: Warrior Football Boosters TOTAL COST: \$ EST. \$3,000

Please list all current School District 197 employees who will accompany this trip: _____

Bruce Carpenter, Tom Orth, Deacon Klemme

Provide a general description of the trip and include 1) the educational purpose/goal of this trip and 2) a summary of the agenda/itinerary (feel free to note and attach additional documentation): _____

Football Team Camp to focus on leadership development, skill development and Team Bonding - General Outline ATTACHED

DRAFT-DISTRICT 197 OVERNIGHT OR EXTENDED TRIP REQUEST
FORM 1- Site and district approval is required before students/families are notified
of the trip and before any funds are collected for the potential trip.

If applicable, Tour Company Name: _____

If applicable, Tour Company Customer Service Phone #: _____

If applicable, Tour Company Emergency Phone #: _____


Trip Leader experience with educational travel as an adult (attach additional sheet if more space is needed):

Year	Destination(s)	# of Student Travelers	Age Range of Travelers	Your Role (coordinator, adult/chaperone, parent)
2004 - 2021	Football Team Travel 5 TO 7 TRIPS PER YEAR	55-65	17-22 yrs old	Coach, Advisor, coordinator
2012, 2013	Senior Class trip to Disney	35	16-18 yrs old	Coordinator, Advisor Chaperone

As the trip leader, I assure that...


[Please check the boxes that apply below, review the linked document, and sign the form before submission]

- ☒ I have not/will not communicate this potential trip until preliminary approval of this form has been attained from both the principal and superintendent.
- ☒ I will follow the room assignment procedures outlined in the Overnight Field Trip and Gender Inclusion Procedures document.
- ☒ When the trip is communicated to families, communication will include:
 - o that the trip has received preliminary approval, but will not receive final approval until closer to the date of the trip
 - o that the trip may be canceled for a variety of reasons (insufficient chaperones, pandemic, destination issues)
 - o that students will complete a room assignment preference form
 - o the financial details describing:
 - ☒ Any fees that will not be refunded by the company or district if the trip is canceled
 - ☒ Options for travel insurance (including potential areas the insurance WON'T cover (cancellation, etc.)
 - ☒ All the options for meeting the financial commitments of the trip (family pays, fundraising opportunities, etc.)


 Trip/Group Leader's Signature

1/31/2025
 Date

Part 2 - Approvals:

 AD
 Principal Signature

1/31/25
 Date


 Superintendent/Designee Signature

2/12/25
 Date

Once this form has been signed by your site administrator, submit it to the Superintendent for review and possible approval. Once approved, a signed copy will be returned to you. Then the trip leader may proceed with FORM 2 of this process.

DISTRICT 197 OVERNIGHT OR EXTENDED TRIP REQUEST- FORM 2

Form 1 must have been completed and approved before submitting Form 2
Submit to Principal/Administrator and Superintendent's Office no less than two months
prior to domestic travel and no less than 4 months prior to international travel.

Staff Member Name and school: Erik Christianson

Date of Trip/Destination/Who trip is for: 4/11 - 4/12, UWEC Jazz Fest, Jazz Ensemble

Did you complete **FORM 1** for this trip and receive the required approval? Yes

TOUR CHECKLIST	RESPONSE
1. Dates of travel	4/11 - 4/12
2. Trip destination	UWEC Jazz Fest
3. SUBMIT: Complete roster of travelers. Include a link to your roster in the response or attach a document. Link to roster template: TOUR ROSTER	Attached
4. SUBMIT: Detailed Itinerary, including hotel names, addresses and phone numbers. Include a link or attach a document with these details in your response.	Attached
5. Final number of student travelers	20
6. Final number of adult travelers who are paying their own way/fare.	3
7. Final number of adults travelers who are traveling with a free or reduced fare. [If any, include the amount by which their fare is reduced]	0
8. Final number of district employees (also include in #6 and #7 counts)	1
9. Ratio of adults to students	5:1
10. FINAL TOTAL of Number of Travelers (Adults and Students)	24
11. Have parents received detailed information about the cancellation policies and fees?	Yes
12. Is travel insurance through the tour company required OR optional for your travelers?	No

DISTRICT 197 OVERNIGHT OR EXTENDED TRIP REQUEST- FORM 2

Form 1 must have been completed and approved before submitting Form 2

Submit to Principal/Administrator and Superintendent's Office no less than two months prior to domestic travel and no less than 4 months prior to international travel.

13. Has the district completed background checks for all adults?	Yes
14. Is this a private tour, or will you be traveling with students from other schools? If so, please include the full roster of the adjoining group.	Private
15. How will you communicate with travelers while on tour?	Band App
16. How will you communicate with families back home/not on tour?	Band App / Text
17. What is your plan for those requiring medication?	Work w/ School nurse

Staff Member's/Group Leader's Signature

2/21/2025

Date

Required Approvals:

Principal Signature

2-21-2025

Date

Superintendent/Designee Signature

*pending more complete roster

2/25/25

Date

School Board Approval

Date Approved

Once this form has been signed by your site administrator, submit it to the Superintendent for review and approval. It will then require School Board approval. Once approved, a signed copy will be returned to you for your records.

DRAFT-DISTRICT 197 OVERNIGHT OR EXTENDED TRIP REQUEST
FORM 1- Site and district approval is required before students/families are notified
of the trip and before any funds are collected for the potential trip.

Part 1 - Approval to Plan & Recruit for an Extended Trip- COMPLETE IN FULL

Date of this request: 1/08/2025

Your name and school: Erik Christianson - TRHS

Your Email: erik.christianson@isd197.org

Your Phone Number: 952-261-7504 (cell)

Date Principal was notified of this trip: 1/08/2025

Dates of Trip: 4/11/25-4/12/25 Date/Time Leaving: 4/11/25 at 3:30 p.m. Date/Time Returning: 4/12 at 7:00 p.m.

Destination(s): University of Eau Claire Jazz Festival, Eau Claire, WI

Who is this trip for (subject and grade levels)? Jazz Ensemble (activity) grades 9-12

Estimated number of students that will participate: 20

Estimated number of chaperones that will participate (all chaperons must undergo a background check): 3

*Chaperone names: Janine and Marty Langemo, Andy Rundquist, Cheryllyne Vaz, Pete Madland

What is your chaperone ratio: One Adult Chaperone for every 5 students (minimum of 2 regardless of the number of students and at least 1 for every 10 students). *Chaperones are defined as adults (minimum age of 21) who accompany and oversee groups of students. At least half (and no less than 2) of the chaperones must be current School District 197 employees. **(Exceptions can be made to this requirement by the Superintendent. Provide rationale.)**

Form of Transportation: 2 one-way coach + shuttle Transportation Costs: \$1,334.26 for Coach \$150 for Shuttle
(For liability purposes, all transportation must be provided by district transportation, contracted services, or public transportation. Private transportation is NOT allowed. Vehicle rentals are considered a contracted service. Allowable vehicles are specified and drivers must have a Type III license. Call the ISD 197 Transportation Department at 651-403-8320 for details.)

Lodging Name/Location: The Lismore, Eau Claire, Wisconsin Lodging Costs: \$ 1,707.93
(For liability purposes, all lodging must be public accommodations - hotel, public dormitory, etc. Exceptions may be requested and submitted to the Superintendent for consideration and possible approval.)

Cost per adult/chaperone: \$ 200

Costs covered by: Students & Chaperones pay \$2,600

Cost per student: \$ 100

Costs covered by: Band boosters pay remaining \$592.19

Sub costs, if any, paid by: None

TOTAL COST: \$ 3,192.19

Please list all current School District 197 employees who will accompany this trip: Erik Christianson

Provide a general description of the trip and include 1) the educational purpose/goal of this trip and 2) a summary of the agenda/itinerary (feel free to note and attach additional documentation): _____

The goal of the trip is to participate in a music competition and attend workshops and seminars. Itinerary is attached

DRAFT-DISTRICT 197 OVERNIGHT OR EXTENDED TRIP REQUEST
FORM 1- Site and district approval is required before students/families are notified
of the trip and before any funds are collected for the potential trip.

If applicable, Tour Company Name: _____

If applicable, Tour Company Customer Service Phone #: _____

If applicable, Tour Company Emergency Phone #: _____

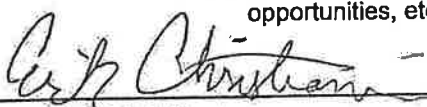
Trip Leader experience with educational travel as an adult (attach additional sheet if more space is needed):

Year	Destination(s)	# of Student Travelers	Age Range of Travelers	Your Role (coordinator, adult/chaperone, parent)
2024	Eau Claire Jazz Festival	20	9-12	Teacher/Coordinator
2023	San Diego	60	9-12	Teacher/Coordinator

As the trip leader, I assure that...

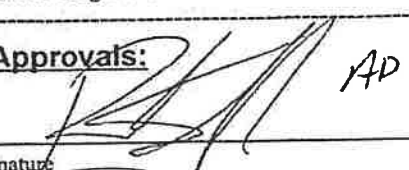
[Please check the boxes that apply below, review the linked document, and sign the form before submission]

- ☒ I have not/will not communicate this potential trip until preliminary approval of this form has been attained from both the principal and superintendent.
- ☒ I will follow the room assignment procedures outlined in the Overnight Field Trip and Gender Inclusion Procedures document.
- ☒ When the trip is communicated to families, communication will include:
 - o that the trip has received preliminary approval, but will not receive final approval until closer to the date of the trip
 - o that the trip may be canceled for a variety of reasons (insufficient chaperones, pandemic, destination issues)
 - o that students will complete a room assignment preference form
 - o the financial details describing:
 - ☒ Any fees that will not be refunded by the company or district if the trip is canceled
 - ☒ Options for travel insurance (including potential areas the insurance WON'T cover (cancellation, etc.)
 - ☒ All the options for meeting the financial commitments of the trip (family pays, fundraising opportunities, etc.)


Trip/Group Leader's Signature

1/31/2025
Date

Part 2 - Approvals:

 AD
Principal Signature

1/31/25
Date


Superintendent Designee Signature

2/12/25
Date

Once this form has been signed by your site administrator, submit it to the Superintendent for review and possible approval. Once approved, a signed copy will be returned to you. Then the trip leader may proceed with FORM 2 of this process.

DISTRICT 197 OVERNIGHT OR EXTENDED TRIP REQUEST- FORM 2

Form 1 must have been completed and approved before submitting Form 2

Submit to Principal/Administrator and Superintendent's Office no less than two months prior to domestic travel and no less than 4 months prior to international travel.

Staff Member Name and school: Mary Beth Townsend /Two Rivers

Date of Trip/Destination/Who trip is for: 3/21-3/23, 2025 Key Club Convention

Did you complete **FORM 1** for this trip and receive the required approval? Yes

TOUR CHECKLIST	RESPONSE
1. Dates of travel	3/21-3/23, 2025
2. Trip destination	Moorhead, MN
3. SUBMIT: Complete roster of travelers. Include a link to your roster in the response or attach a document. <i>Link to roster template: TOUR ROSTER</i>	Not yet set
4. SUBMIT: Detailed Itinerary, including hotel names, addresses and phone numbers. Include a link or attach a document with these details in your response.	Depart: noon on 3/12 Arrive @ Marriott Fargo 1080 28th Avenue Moorhead, MN 56560 Depart Noon from Moorhead 3/23. Arrive @ Two Rivers 4pm 3/23
5. Final number of student travelers	Not yet set, but expecting 10
6. Final number of adult travelers who are paying their own way/fare.	zero
7. Final number of adults travelers who are traveling with a free or reduced fare. [If any, include the amount by which their fare is reduced]	3
8. Final number of district employees (also include in #6 and #7 counts)	2
9. Ratio of adults to students	Not yet set, but probably 3 adults to 10 students
10. FINAL TOTAL of Number of Travelers (Adults and Students)	
11. Have parents received detailed information about the cancellation policies and fees?	Parents will be contacted after March 3rd
12. Is travel insurance through the tour company required OR optional for your travelers?	No

DISTRICT 197 OVERNIGHT OR EXTENDED TRIP REQUEST- FORM 2

Form 1 must have been completed and approved before submitting Form 2

Submit to Principal/Administrator and Superintendent's Office no less than two months prior to domestic travel and no less than 4 months prior to international travel.

13. Has the district completed background checks for all adults?	Yes
14. Is this a private tour, or will you be traveling with students from other schools? If so, please include the full roster of the adjoining group.	Travel is private. Hotel stay includes students from tri state area.
15. How will you communicate with travelers while on tour?	Usually in person. If needed, via text
16. How will you communicate with families back home/not on tour?	Initial email confirmation home, in an emergency as a phone call
17. What is your plan for those requiring medication?	Students are generally responsible for taking own meds. In an emergency, there is a PA in attendance.

Staff Member's/Group Leader's Signature

2/24/25

Date

Required Approvals:

Principal Signature

2-24-2025

Date

Superintendent/Designee Signature

** pending complete roster*

Date

2/25/25

School Board Approval

Date Approved

Once this form has been signed by your site administrator, submit it to the Superintendent for review and approval. It will then require School Board approval. Once approved, a signed copy will be returned to you for your records.

DRAFT-DISTRICT 197 OVERNIGHT OR EXTENDED TRIP REQUEST
FORM 1- Site and district approval is required before students/families are notified of the trip and before any funds are collected for the potential trip.

Part 1 - Approval to Plan & Recruit for an Extended Trip- COMPLETE IN FULL

Date of this request: 12/19/24 Your name and school: Mary Beth Townsend/ TR HS

Your Email: mary.townsend@isd197.org Your Phone Number: 651-247-8464

Date Principal was notified of this trip: 12/19/24

Dates of Trip: 3/21/25-3/23/25 Date/Time Leaving: 9 am on 3/21 Date/Time Returning: 4pm 3/23

Destination(s): Key Club District Leadership Conference/Moorhead, MN

Who is this trip for (subject and grade levels)? Key Club members grades 9-12

Estimated number of students that will participate: 10-15

Estimated number of chaperones that will participate (all chaperons must undergo a background check): 3

*Chaperone names: Mary Beth Townsend, Kathy Glusick, Jim Probst

What is your chaperone ratio: One Adult Chaperone for every 4 students (minimum of 2 regardless of the number of students and at least 1 for every 10 students). *Chaperones are defined as adults (minimum age of 21) who accompany and oversee groups of students. At least half (and no less than 2) of the chaperones must be current School District 197 employees. (Exceptions can be made to this requirement by the Superintendent. Provide rationale.)

Form of Transportation: District Van *Checking on Van Availability PS* Transportation Costs: \$ Gas and per mileage fee
(For liability purposes, all transportation must be provided by district transportation, contracted services, or public transportation. Private transportation is NOT allowed. Vehicle rentals are considered a contracted service. Allowable vehicles are specified and drivers must have a Type III license. Call the ISD 197 Transportation Department at 651-403-8320 for details.)

Lodging Name/Location: Courtyard by Marriott, Moorhead, MN Lodging Costs: \$ inc. in price below
(For liability purposes, all lodging must be public accommodations - hotel, public dormitory, etc. Exceptions may be requested and submitted to the Superintendent for consideration and possible approval.)

Cost per adult/chaperone: \$ \$400 Costs covered by: Robert St. Business
Cost per student: \$ \$350 Costs covered by: Students

Sub costs, if any, paid by: Activity Account TOTAL COST: \$

Please list all current School District 197 employees who will accompany this trip:

Mary Beth Townsend/Kathy Glusick

Provide a general description of the trip and include 1) the educational purpose/goal of this trip and 2) a summary of the agenda/itinerary (feel free to note and attach additional documentation):

From arrival at hotel to departure, students engage in leadership activities
including electing officers, receiving officer training, and doing service projects.

There are also awards, entertainment, and a dance.

DRAFT-DISTRICT 197 OVERNIGHT OR EXTENDED TRIP REQUEST
FORM 1- Site and district approval is required before students/families are notified
of the trip and before any funds are collected for the potential trip.

If applicable, Tour Company Name: None
 If applicable, Tour Company Customer Service Phone #: _____
 If applicable, Tour Company Emergency Phone #: _____

Trip Leader experience with educational travel as an adult (attach additional sheet if more space is needed):

Year	Destination(s)	# of Student Travelers	Age Range of Travelers	Your Role (coordinator, adult/chaperone, parent)
2023	Key Club DCON St. Louis Park	10	16-65	Chaperone
2023	Anaheim, CA Key Club Trip	20	15-85	Tour Leader
2024	Key Club Fall Rally	8	15-66	Leader/chaperone

As the trip leader, I assure that...

[Please check the boxes that apply below, review the linked document, and sign the form before submission]

- ☒ I have not/will not communicate this potential trip until preliminary approval of this form has been attained from both the principal and superintendent.
- ☒ I will follow the room assignment procedures outlined in the Overnight Field Trip and Gender Inclusion Procedures document.
- ☒ When the trip is communicated to families, communication will include:
 - o that the trip has received preliminary approval, but will not receive final approval until closer to the date of the trip
 - o that the trip may be canceled for a variety of reasons (insufficient chaperones, pandemic, destination issues)
 - o that students will complete a room assignment preference form
 - o the financial details describing:
 - ☒ Any fees that will not be refunded by the company or district if the trip is canceled
 - ☒ Options for travel insurance (including potential areas the insurance WON'T cover (cancellation, etc.)
 - ☒ All the options for meeting the financial commitments of the trip (family pays, fundraising opportunities, etc.)

MJB
 Trip/Group Leader's Signature

12/18/24
 Date

Part 2 - Approvals:

[Signature] AD
 Principal Signature

12/19/24
 Date

[Signature]
 Superintendent/Designee Signature

1/7/25
 Date

Once this form has been signed by your site administrator, submit it to the Superintendent for review and possible approval. Once approved, a signed copy will be returned to you. Then the trip leader may proceed with FORM 2 of this process.



Strategic Framework *College and Career Readiness Implementation Target Update*

**March 3, 2025
School Board Meeting**

Presented By:

Cari Jo Drewitz, Director of Curriculum, Instruction, and Assessment

Miles Lawson, Secondary Curriculum and Gifted and Talented Coordinator

Special Guests: Heather Gardner and Ann Henry - Two Rivers High School

Focus Areas

FOCUS AREAS

1

Establish a district-wide
system of
social-emotional
learning and support

2

Build equitable
systems and support
throughout the district

3

Increase E-12
opportunities for
career exploration
and preparation

Focus Area: College and Career Readiness



Increase E-12
opportunities for
career exploration
and preparation

- Course, School and Structural Support
- Direct Student Supports
- Career and College Readiness
- Career and Technical Education Pathways

Course, School and Structural Support

3

Increase E-12 opportunities for career exploration and preparation

Expanding and sustaining opportunities to improve student outcomes

Objectives:

- Complete curriculum review tasks/activities following the curriculum review cycle.
- Support the implementation of the new middle school schedule.
- Complete the required science of reading training.
- Review and refine the approach to the district's personal learning plan including the student progress and tracking towards graduation.
- **Plan for a native language course.**
- Investigate the possibility of offering an alternative learning program during the school day.

Course, School and Structural Support

- Plan for a native language course for 2025-2026 school.



OJIB 100
Ojibwe Culture & Language
4 credits

OJIB 101
Beginning Ojibwe
4 credits

Direct Student Supports

3

Increase E-12
opportunities for
career exploration
and preparation

Reducing barriers to improve student outcomes for underrepresented student groups.

Objectives:

- Explore ways to expand student tutors
- Explore expansion of Building Assets Reducing Risks (BARR) to at least one cohort in grade 10
- Explore and implement ways to support FLEX at MS (vitals checks, collaborative study groups, tutors, etc)
- **Widen and diversify student focus groups for feedback**
- Sustain and expand strategies for providing immersive experiences for students (internship, career/college related field trip, job shadowing, mentoring, etc)
- Refine and develop sustainable procedures for students making transitions from Pre-K to elementary, elementary to middle school, from middle school to high school, as well as with our postsecondary and labor partners

Direct Student Supports

- **Widen and diversify student focus groups for feedback**
- **Middle School Student Councils**
 - January 13 - Friendly Hills - Grade 8
 - January 31 - Heritage - Grades 5-8
 - February 6 - Friendly Hills - Grade 6
 - Pending dates in future (topics TBD)
 - March 6 and 7
 - May 9 and 15

GRADE 7 COURSE OPTIONS

FINE ARTS OPTIONS

Select courses from two different Fine Arts categories.
Fill-in the course name and how many semesters it is on the registration form.

MUSIC COURSES	VISUAL ARTS COURSE	MEDIA ARTS COURSE
2 Semester Hours	1 Semester Hour	1 Semester Hour
<ul style="list-style-type: none"> • Band 7 • Choir 7 • Orchestra 7 • Beginning Band • Beginning Orchestra • Newcomer Choir 	Visual Arts 7	Media Arts 7
MUSIC COURSE	THEATER COURSE	
1 Semester Hour	1 Semester Hour	
<ul style="list-style-type: none"> • Music Exploration • Piano and Keyboarding Skills - FHMS only 	Theater 7	

Course Info

Find out more about your course options here.



ELECTIVE OPTIONS

Fill out your remaining schedule from the elective options below to arrive at 6 total semester hours.
(Fine Arts Options + Elective Option = 6 Semesters hours)

WORLD LANGUAGE	PHY ED ELECTIVES	CAREER & TECH ED	E-STEM (Only at Heritage)
2 Semester Hours	1 Semester Hour	1 Semester Hour	1 Semester Hour
<ul style="list-style-type: none"> • Spanish A 	<ul style="list-style-type: none"> • Competitive Sports <p>HMS Only</p> <ul style="list-style-type: none"> • Outdoor & Adventure Phy Ed • Strength & Conditioning 	<ul style="list-style-type: none"> • Design & Modeling • Coding & Mechanical Systems • Medical Detectives • Teenager 101 • Warrior Prep • Myths and Legends 	<ul style="list-style-type: none"> • Zoology & Engineering • Intro to what's happening at Heritage

All students must identify alternate course selections on their registration form.
Alternate course selections are assigned for the following reasons:

- A requested course is not offered.
- A scheduling conflict exists between requested courses

Career and College Readiness

3

Increase E-12
opportunities for
career exploration
and preparation

Expanding opportunities for students to earn college credit, career-based certifications, and internships.

Objectives:

- **Review and refine our scope and sequence for a student's Personal Learning Plan beginning in grade 9.**
- Prepare, implement, monitor and adjust new middle school electives.

Career and College Readiness

- Review and refine our scope and sequence for a student's Personal Learning Plan beginning in grade 9.



Career and Technical Education Pathways

3

Increase E-12
opportunities for
career exploration
and preparation

Aligning and expanding opportunities for students to explore Career and Technical Education (CTE) pathways.

Objectives:

- **Ensure sustainability of, and continue to support the expansion for, work-based learning at TRHS.**
- Continue developing full secondary pathways in all six MCIS career fields that lead into existing post-secondary programs and/or industry credentials.
- Identify at least one college credit-bearing opportunity, or industry-recognized certification, in each program area.

Career and Technical Education Pathways

3

Increase E-12 opportunities for career exploration and preparation

- Ensure sustainability of, and continue to support the expansion for, work-based learning at TRHS.



Questions?



Career and Technical Education Advisory Committee

School Board Meeting – March 3, 2025

Presented By:

Cari Jo Drewitz, Director of Curriculum, Instruction and Assessment
Miles Lawson, Secondary Curriculum Coordinator

Career and Technical Education (CTE) Advisory Committee



Minnesota requires local Perkins V funds recipients (districts who use funding for CTE and WBL programs) to create and use local “advisory committees” with employer members, as well as representation of parents/caregivers, educators, community members and students.

Career and Technical Education Advisory Committee



3505.1400 LOCAL ADVISORY COMMITTEE.

Subpart 1. Establishment of a local advisory committee. Each eligible recipient local education agency or postsecondary educational institution which receives federal assistance shall establish a local advisory committee on career and technical education. The local advisory committee may be established for schools, the community, or the region in which the eligible recipient is located. The local advisory committee shall be composed of representatives of the general public including representatives of directly related business, industry, and labor. Representatives from several program committees, or representatives of several school committees within a local education agency, having the requisite representation in the above paragraph, may join together to form a general local advisory committee.

Subp. 2. Duties of local advisory committee. The local advisory committee shall advise the eligible recipient on the current job needs and the relevance of programs (courses) being offered by the local education agency or postsecondary educational institution in meeting current job needs. The local advisory committee shall assist the eligible recipient in developing its application for funds.

Membership - Composition



The local advisory committee shall be composed of representatives of the general public including representatives of directly related business, industry, and labor. Representatives from several program committees, or representatives of several school committees within a local education agency, having the requisite representation, may join together to form a general local advisory committee.

There are no parameters on minimum or maximum number of participants.

In alignment with our Strategic Framework, we have prioritized creating a diversified committee as the primary goal annually while establishing the committee. Diverse perspectives representative of our student population will be sought, including but not limited to:

- Race
- Gender
- Orientation

Membership - Composition

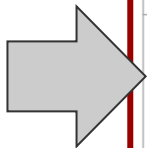


2024-2025 Meetings



Date	Who/When
May 14, 2024	4:00 - 5:30
Nov 19, 2024	4:00 - 5:30
May 6, 2025	4:00 - 5:30

Sample
agenda
from Fall
2024



Timeline	Topics
4:00 - 4:05	Greetings and Setting the Stage
4:05 - 4:30	State of CTE programming in District 197 <ul style="list-style-type: none">• CCR Focus Area 3 Updates• Middle School Electives and High School new courses 24-25 and 25-26• CTE Curriculum Review and MDE Program approval update• 2024 Preliminary enrollment• Current and Future Grants
4:30 - 5:00	Focus groups on each of three goal areas <ul style="list-style-type: none">• Career Clusters: Opportunities in all six career pathways (Ben Kusch)<ul style="list-style-type: none">◦ New cluster vision includes 11 separate clusters• Expansion and sustainability for WBL (Ann Henry)• Obtaining college credits or certifications in each career pathway (Miles)<ul style="list-style-type: none">◦ Grant approved to expand our computer science pathway
5:00 - 5:10	Break
5:10 - 5:30	CTE Advisory Career Pathway Breakouts

4-Way Equity Test



1. Does this help to provide opportunities for students who have historically been underserved, underrepresented, or disadvantaged by the current system?
1. Does this help to ensure equitable access for all?
1. Does this help to eliminate barriers based on gender, race/ethnicity, national origin, color, disability, age, or other protected groups?
1. Does this ensure the same rigorous standards for academic performance exist for all students?

CTE 2023 - 2026 Goals*



Goal 1: Design and implement a sustainable **work-based learning program**

Goal 2: Creating **full pathways** (beginning, intermediate, advanced) in each program area.

Goal 3: Offer at least one **college credit-bearing opportunity, or industry-recognized certification**, in each program area.



Family Consumer Sciences			
Pathway	Level 1	Level 2	Level 3
Fashion	Clothing I	Clothing II	Clothing III
Interior Design	Housing and Interior Design	Housing and Interior Design II	
Restaurant and Food/Beverage Service	Introduction to Foods - Nutrition and Cooking	Whole Foods and Nutrition Cooking Culinary I	Culinary II
Education and Training	Child Psychology CIS Exploring the Teaching Profession I	CIS Exploring the Teaching Profession II	
Elective Options: On Your Own Career/Internship Opportunities: CIS Exploring the Teaching Profession, Child Psychology (Play School)			

CE Public Speaking
Have you ever wished classroom presentations were easier? Would you like to earn a college credit for a required course at every university?

CCR Opportunities in Physical and Health Education
Level Up Your Skills: Explore College & Careers. Ready to boost your resume and gain valuable skills?

- CE Walking and Jogging (Mr. Scavone)
- CE Weight Training (Mr. Scavone)
- CE Health (Mr. Linton)
- Lifeguard Certifications (Mr. Scavone)

CE Beginning Ojibwe - Dive into the rich world of the Ojibwe language. This introductory course is designed for beginners with no prior knowledge of the Ojibwe language. Students earn college credits through Metro State University

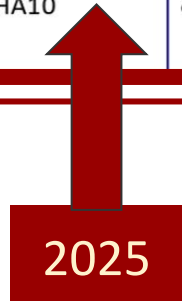


*established Fall, 2023 (three year goals)

Goal 1: Design and implement a sustainable work-based learning program



2023		2024	
Introductory Courses		Intermediate Courses	
Course Name		Course Name	
95 Career Seminar 1		<ul style="list-style-type: none"> 96 Career Seminar 2 Work Experience 97 Work Experience 	
Recommended Industry Recognized Credential		Recommended Industry Recognized Credential	
Occupational Safety and Health Administration (OSHA)–OSHA10 Certificate		<ul style="list-style-type: none"> OSHA10 Certificate National Career Readiness Certificate 	



Expanding access and support for students with IEPS and WBL

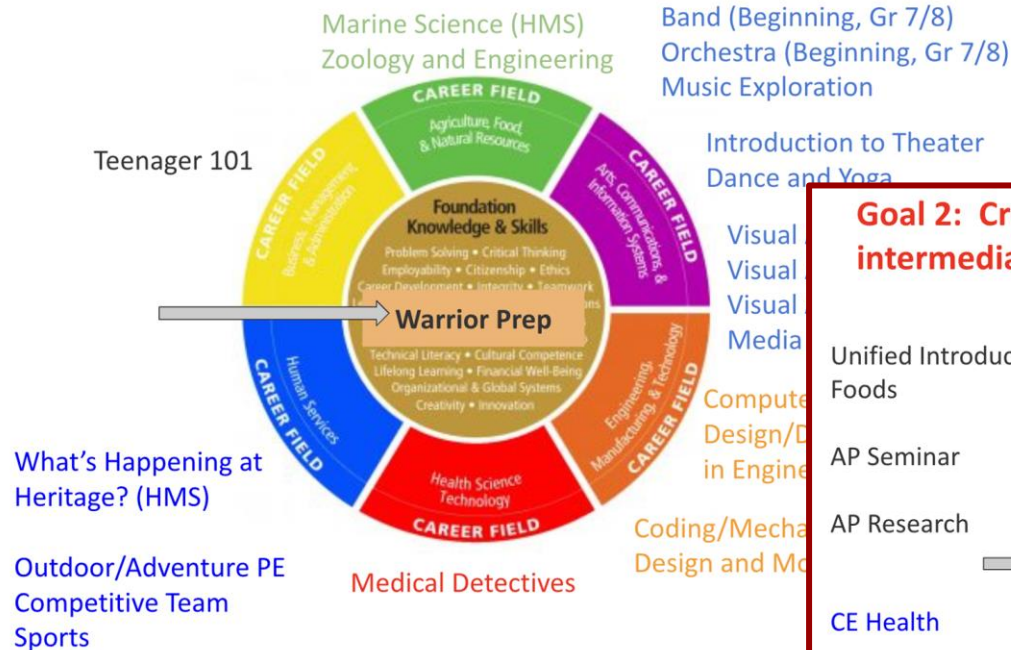


RIGHT TECHNOLOGY.
RIGHT SUPPORT.
BRIGHT FUTURE.



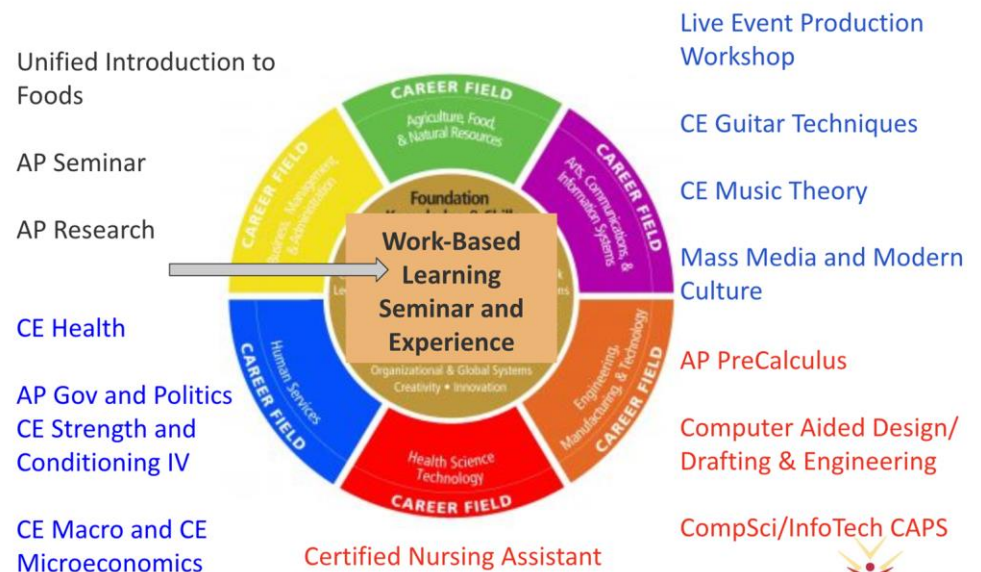
Goal 2: Creating full pathways in each program area.

Goal 2: Creating full pathways (beginning, intermediate, advanced) in each program area.



2023/2024 Expansions and Additions at MS/HS

Goal 2: Creating full pathways (beginning, intermediate, advanced) in each program area.



Goal 2: Creating full pathways in each program area.

2025 Expansions and Additions at MS/HS

*Zoology and Engineering
CAPS: Cultivating Our Future
Earth and Space Science
AP Environmental Science

*Music Exploration
*Intro to What's
Happening at Heritage
*Piano/Keyboard Skills

Musical Theater
Newspaper Journalism



Super Mileage Car Design II
*Modeling and Design

*Unified Physical Educ
*Intro to Strength Conditioning
Intro to Strength/Speed
CE Walking/Jogging

CE Public Speaking
CIS Psychology
CE US History To 1877
CE US History Since 1877
CE Ojibwe Culture & Lang
CE Beginning Ojibwe

Housing/Interior Design II
Clothing III

Goal 3: Offer at least one college credit-bearing opportunity, or industry-recognized certification, in each program area.



Activities include;

Expansion of certifications available in the arts, automotive, healthcare and health science, live event production, and technology.

Expansion of college credit-bearing coursework in Language Arts, Physical Education, Science, Social Studies, World Language, and Work-based learning.





For more information about CTE Advisory Committee contact:

Miles Lawson

Secondary Curriculum Coordinator

651-403-7025

miles.lawson@isd197.org



Wellness Committee Update

March 3, 2025

Meghan Bernard, Sustainability Manager

Stacie O'Leary, Nurse Supervisor

Jeff Wolfer, Child Nutrition Manager

2024-25 Wellness Committee

Co-Chair - Meghan Bernard, Sustainability Manager

Co-Chair - Stacie O'Leary, Nurse Supervisor

Child Nutrition - Jeff Wolfer, Supervisor

Two Rivers - Michelle Muller, PE/Health Teacher

Mendota - Laura Grulkowski, Nurse

Moreland - Julie Hanks, Nurse

Pilot Knob - Tom Benson, Principal

Somerset - Emily Schneider, Nurse

Garlough - Andrea Koch, PE Teacher

Friendly Hills - April Moody, Admin Assistant

Heritage - Amber Salzman, PE Teacher

ELC - Deb Lee, Nurse

Branch Out - Lauren Meyer, SPED Teacher



School District 197 Wellness

Guided by [CDC's WSCC Model](#)

Wellness Committee Champion Goals:

- Serve as advocates
- Identify resources, services, & develop partnerships
- Support student and staff health, nutrition, & physical activity

Whole School, Whole Community, Whole Child (WSCC) Model



Wellness Culture

Salad bars, family activity nights, walk & bike to school events...

Are integrated into our school culture & values



2024-25 School Wellness Initiatives

Dakota County School Health Improvement Partnership (SHIP) Grants

- Project Goals: Fund equipment and curriculum for physical activity and learn how to grow food
- Project Budget: \$8895.85
 - New Physical Activity Programs | \$2544.80 (Garlough)
 - Outdoor Greenhouse Classroom | \$2101.05 (Friendly Hills)
 - School Gardens | \$4000 (Two Rivers & Friendly Hills)



Child Nutrition & Wellness

- [USDA Smart Snack](#) Compliant
- Elementary Breakfast Menu
 - 50% of entrees have protein
 - 50% of entrees have no packaging
- Plastic-free lunch
 - Serving in bulk
 - Compostables
 - Zero waste
- Salad Bars with protein
- Taste testing for new entrees



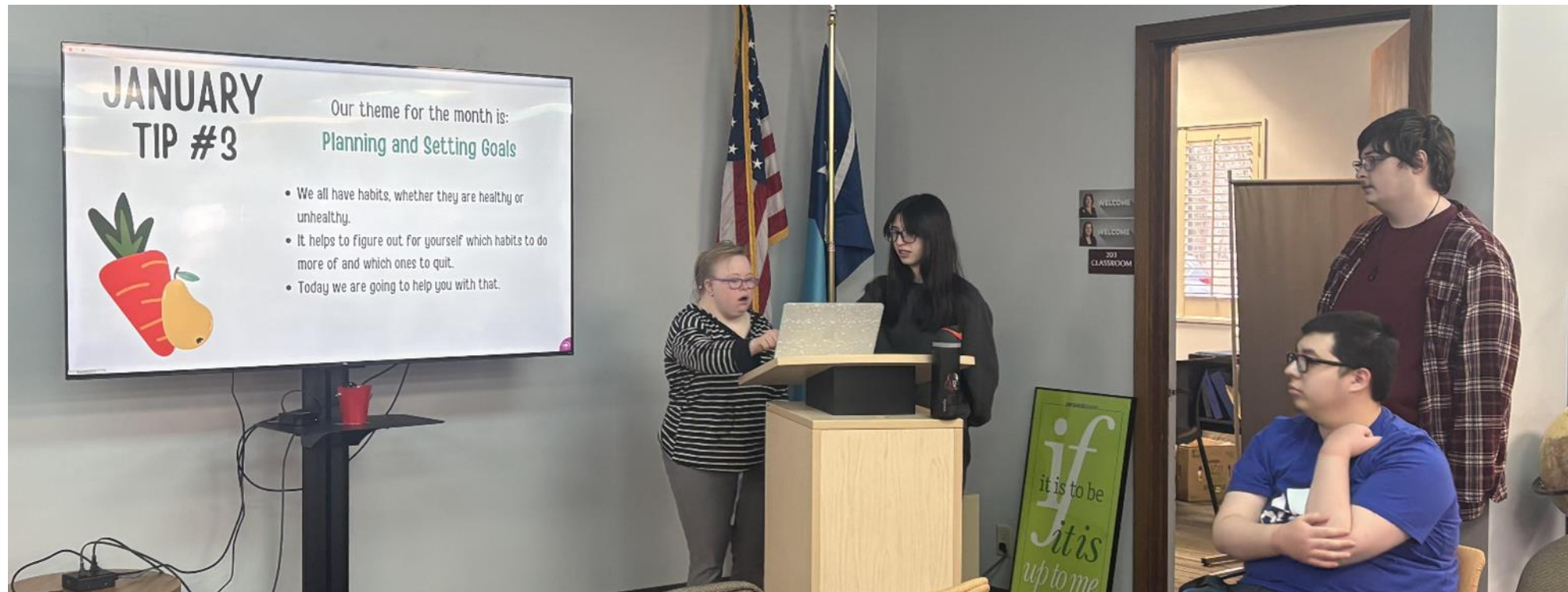
School Wellness In Action

- **Student Wellness Clubs**
Somerset & Branch Out
- **Staff lactation Rooms**
Somerset & Moreland
- **Dental Sealant Clinics**
ELC, Garlough & Heritage
- **Nami Mental Health Presentation**
Friendly Hills, Heritage & Two Rivers
- **Fall & Spring Walk & Bike to School**
All Schools
- **Wellness Week May 5-9**
Districtwide



Thank You!

Questions & Comments



1897 Delaware Avenue
Mendota Heights, MN 55118
www.isd197.org

TO: School Board

FROM: Superintendent Peter Olson-Skog

DATE: March 3, 2025

RE: Review Fiscal Year 2025-2026 General Fund Budget Framework

BACKGROUND:

A copy of the proposed 2025-2026 General Fund Budget Framework is included in your packet.

The Budget Framework is a guiding document for building the fiscal year 2025-2026 budget. It consists of strategic goals, assumptions, and parameters used to develop and guide the budget process.

There are proposed changes to the budget parameters from prior years and they will be highlighted during the presentation.

Overall, budget resources are allocated to help the district make progress toward achieving the items stated in the Strategic Framework, which, in turn, drives the work of district staff and administrators. The five goals of the Strategic Framework and their underlying strategies have been developed so that programming and educational resources are directed toward helping all students achieve their personal goals and academic potential.

Additional commentary will be provided Monday evening.

RECOMMENDATION:

Discussion only – no action required at this time.

GENERAL FUND BUDGET FRAMEWORK FOR 2025-2026

INTRODUCTION

The Budget Framework is a guiding document to build the fiscal year 2025-2026 budget. It consists of strategic focus areas, assumptions, and parameters that are used to develop and guide the budget process. The Budget Framework consists of the following elements:

STRATEGIC FRAMEWORK FOCUS AREAS, which establish school board directives and expectations for the budget.

ASSUMPTIONS, which describe key assumptions regarding revenue and cost drivers and directions to principals for site budget development.

PARAMETERS, which provide thresholds or constraints on various revenue and expenditures. Changes to and/or additional parameters may be authorized during the budget process.

1. STRATEGIC FRAMEWORK FOCUS AREAS

- a. Focus Area 1** – Establish a district-wide system of social-emotional learning and support.
- b. Focus Area 2** – Build equitable systems and support throughout the district.
- c. Focus Area 3** – Increase E-12 opportunities for career exploration and preparation.

2. ASSUMPTIONS

a. ENROLLMENT

- i. Projected Adjusted Pupil Units (APU) for 2024-2025 are (5,702).
- ii. Projected Adjusted Pupil Units (APU) for 2025-2026 are (5,736).

b. FUNDING

- i. Levy revenue was adopted in December 2024.
- ii. State funding for 2025-2026 will be based on current statutes adjusted for appropriate demographic changes (i.e., enrollment, free/reduced meals, etc.) and estimates for the current legislative session.
- iii. Compensatory revenue by building will be planned based on the Department of Education estimates.
- iv. Integration will be budgeted according to the approved Achievement & Integration plan and tax levies already adopted.
- v. All applications for federal programs and other grants will budget indirect cost reimbursement to the school district to the maximum extent allowable.
- vi. For staffing for grant programs to continue, budget managers must provide evidence of their continued funding.

c. EXPENDITURES

- i. Compensatory revenue-funded budgets will be based on State Department of Education funding estimates and site-based decision-making plans reviewed and approved by the Superintendent's Office, CIA, Human Resources & Finance Departments.
- ii. For staffing for grant programs to continue, budget managers must provide evidence of their continued funding. Budget managers must communicate grant renewals and/or funding carryover. The business office will not re-budget those programs without the budget manager's authorization.
- iii. After the budget is approved, positions eventually costing less than budgeted may not be "tapped" for other spending. The savings are needed to offset the cost of positions costing more than budgeted.
- iv. Employee compensation (salary/fringe benefits) will be based on current collective bargaining agreements with appropriate adjustments/estimates for unsettled contracts.
- v. Inter-fund cost chargebacks will increase (as allowed under relevant rules, statutes, and laws) such that projected expenditures in the fund that is being charged match expected revenues. Further, if the specific fund has a fund balance that exceeds 10%, chargebacks may access the fund balance amount in excess of 10%. Here again, chargebacks will follow relevant rules, statutes, and laws.
- vi. Long-term substitute costs will be reallocated (budget and expense) to buildings as charges are incurred.
- vii. Integration will be budgeted according to the approved Achievement & Integration plan and tax levies already adopted.
- viii. Technology expenditures will be allocated at year-end to appropriate UFARS programs.

3. PARAMETERS

- a. Given the unrestricted fund balance is below board targets, the administration will present a budget for board approval that, minimally, reflects a balance of projected expenditures and projected revenues. To the extent necessary to achieve a balanced budget, the administration will recommend cost savings, efficiencies, or reductions in any/all areas they deem appropriate, providing they adhere to the following parameters. Additional cost savings are encouraged where they can be found within the parameters.
- b. There will be no changes to attendance area boundaries in 2025-2026.
- c. There will be no changes to transportation fees in 2025-2026. Currently, transportation fees of \$235 (full year) or \$117 (seasonal) per year, per student or \$470 per family, per year will be charged to students in grades K-12 residing within district walk boundaries. Students qualifying for free & reduced meals receive a 50% fee waiver.
- d. Building allocation amounts for purchased services and supplies per pupil may be decreased by as much as 10% (compared to 2024-25) as determined necessary by the administration. Accordingly, purchased services expenditures (postage, copier maintenance, communications, tuition, repairs, mileage, rentals, etc.) & supply expenditures (office supplies, instructional supplies, workbooks, etc.) for non co-curricular programs at each school will be allocated \$126 to \$140 per pupil, depending on the size of the decrease determined necessary.
- e. Co-curricular allocation amounts for purchased services and supplies per pupil may be decreased by as much as 10% (compared to 2024-25) as determined necessary by the administration. Accordingly, Two Rivers purchased services and supplies for co-curricular programs will be allocated \$85-94 per pupil, depending on the size of the decrease determined necessary.
- f. Staff allocations for budget development will be based on the February 1, 2025 projected enrollment for 2025-2026.

- g. There will be no changes to staffing ratios in 2025-2026. Classroom teacher staffing for schools will be based on the following ratios:
- i. Elementary Classrooms: 90% of elementary classrooms will fall within the following ranges:
 1. K 18-25 students per classroom (district avg. 21.5)
 2. 1-2 20-27 students per classroom (district avg. 23.5)
 3. 3-4 22-29 students per classroom (district avg. 25.0)
 - ii. Middle School Classrooms: 75% of middle school classrooms will not exceed the following class sizes:
 1. Core Programs (Science, Soc. Studies, Lang. Arts, Math) 31
 2. Non-Core (Music, Art, Phy. Ed., FACS, Tech. Ed., World Lang.) Variable
 3. 5th and 6th grades based on sections per the approved Middle School model schedule.
 - iii. High School Classrooms: 75% of high school classrooms will not exceed the following class sizes:
 1. Core Programs (Science, Social Studies, Language Arts, Math) 33
 2. Non-Core (Music, Art, Phy. Ed., FACS, Tech. Ed., World Lang.) Variable