

**FINANCIAL AGREEMENT
BETWEEN
BUFFALO-HANOVER-MONTROSE PUBLIC SCHOOLS 877
AND
SOUTHWEST METRO INTERMEDIATE DISTRICT 288**

WHEREAS, Buffalo-Hanover-Montrose Public Schools 877 (BHM) is a member of SouthWest Metro Intermediate School District 288 (SWMetro), and whereas SWMetro will establish a special education site in Buffalo with the Minnesota Department of Education.

IT IS, HEREBY, AGREED that during the 2021-2022 fiscal year, BHM will bill SWMetro for the cost of all Transitions/Pride staff plus a percentage of special education director supervision of the programs. All costs will be recorded as contracted costs and go into calculating tuition bills for the BHM schools and any participating member districts. BHM will bill SWMetro for lease of the Transitions/Pride space. SWMetro will bill this to the Member districts proportionate to percentage of student hours in the programs annually BHM will build facility maintenance into lease rates.

IT IS FURTHER AGREED that the BHM School District's School Food Authority (SFA) will administer the School Nutrition Program for Tenant according to the following parameters:

- a. The SFA will provide food service meeting SNP requirements
- b. The SFA will provide School Breakfast (7 CFR 220) and School Lunch (7 CFR 210)
- c. Meals will be provided as unitized (individual) meals
- d. The SFA will be liable for meals which do not meet meal pattern requirements or are spoiled or unwholesome at time of delivery
- e. Substitutions and Modifications for Medical or Special Dietary Needs
 - i. SFA will substitute food or beverage items or modify food items for qualifying students as required by federal and state law and SFA policies. The SFA will not charge any additional amounts to students for substitutions or modifications.
 - ii. SFA will provide substitutions to, or modifications of, meals as required by federal law for students who are documented by a physician to be unable to consume the regular program meals due to a disability. A physician's statement must identify the student's disability, the major life activities affected by the disability, the food or foods to be omitted from the student's diet, and the food or choice of foods that must be substituted. The statement must be signed and dated by the physician and maintained on file.
 - iii. SFA will make available at least one of the following types of lactose-reduced milk specified in Minnesota Statutes section 124D.114, upon written request of the parent of a lactose-intolerant student: lactose-reduced milk, milk fortified with lactase in liquid, tablet, granular, or other form; or milk to which lactobacillus acidophilus has been added. A portion of a lactose-reduced milk product may be poured or served from a large container. The parent's request must be maintained on file.
- f. The SFA will take daily counts at the point of service of the number of reimbursable meals served by category (free, reduced-price and paid) to eligible children, and the number of meals served to adults. SFA is responsible for submitting claims for reimbursement to MDE and maintaining documentation to support the claim.
- g. The SFA is responsible for the collection of money and/or the sale of meal pre-payments to students and adults. Meal payments will be deposited into the SFA's nonprofit food service fund.
- h. SWMetro will be responsible for any negative food service balances remaining at year end associated with the Transitions/Pride students.

- i. The SFA will be responsible for the distribution of free/reduced-price meal applications, approval and verification of free/reduced-price meal applications, and providing administrative review appeal of termination or reduction of benefits.
- j. SFA agrees that federal, state, and local health and sanitation requirements will be met at all times. All food will be properly stored, prepared, packaged, and transported at appropriate temperature and free of contamination.
- k. SFA agrees to maintain all records applicable to this agreement for a period of three years after the end of the federal fiscal year to which they pertain, including records of meal counts, menus, food purchases, quantities prepared and delivered, and the use of USDA-donated commodities.

IT IS FURTHER AGREED that BHM will pay the entire employment costs to include salary, benefits, travel, and other related program costs. The budget for each programming area is as follows (Appendix A):

Buffalo Transitions	\$686,847.00
---------------------	--------------

SWMetro will reimburse the Buffalo-Hanover-Montrose School District an estimated amount of **\$686,847.00** according to the following schedule and subject to final salary and fringe contract settlements.

1 st Payment:	January 15, 2022	\$343,424
2 nd Payment:	May 13, 2022	\$343,423
Clean-up Payment:	September 30, 2022	

HEREBY, the above agreement is approved by the school boards of:

Buffalo-Hanover-Montrose Schools 877
Buffalo, MN

Southwest Metro Intermediate District 288
Shakopee, MN

Chairperson of Board

Chairperson of Board

Clerk of Board

Clerk of Board

Board Approval Date

Board Approval Date