Regular Meeting
Tuesday, June 9, 2020 5:30 PM

Online Meeting

Agenda

1) Call to Order
2) Roll Call
3) Approval of Agenda
4) Public Comments
5) Reports and Recommendations from the Superintendent of Schools
6) Action Items by the Board of Education
    a. 2020-21 Budget
    b. Capital Plan
        1. 2021-2025 Capital Project Plan
        2. Resolution Proposing Authorization of the Long-Term Facility Maintenance (LTFM) 10-year Plan
        3. Transfer of Capital Funds from Proposed Kenwood Project
    c. Student Placement Policies
    d. Approval of the 2019-2021 Bargaining Agreement with the Educational Support Professionals (ESP)
    e. Approval of the Consent Agenda
7) New Business
8) Reports and Comments from Board of Education Directors
9) Adjournment
10) Full List of Consent Agenda
    a. Personnel
        1. List A - Hiring Actions
    b. Contracts Requiring Board of Education Approval
        1. ACT, Inc
        2. Advanced Disposal
        3. Airport/Airline Taxi Cab Corp
        4. Bille Bus Transportation
        5. Cadenza Music
        6. Catholic Charities
        7. Change Inc.
        8. College Nannies & Tutors
        9. Contract Alternative Schools
            a. American Indian OIC
            b. Center School
            c. Plymouth Christian Youth Center
            d. Menlo
            e. MERC
            f. LNAS
            g. Volunteers of America
        10. Dreambox

11. Fastbridge
12. Harris St. Paul Inc
13. Hays Companies, Inc
14. Hillyard
15. Illuminate
16. Indrotec
17. International Baccalaureate Organization
18. Learning Disabilities Association
19. Lexia
20. Lorenz Bus Service
21. Mansfield Oil Company
22. Meisa Transportation
23. Metropolitan Transportation Network
24. Minneapolis and Suburban Bus Company
25. Morcon Construction
26. Northstar Central Bus & Equipment
27. Paragon Development Systems
28. Parallel Technologies
29. Public Consulting Group
30. Rift Valley Transportation Inc
31. Septran
32. The Mental Health Collective (Watercourse Counseling)
33. ThompsonGas LLC
34. Urban Debate League
35. Washburn Center for Children
36. Wide Area Transportation Services Inc.

c. Resolutions
    1. Resolution to Authorize and Delegate Contracting Authority to the Superintendent for FY2021
    2. Resolution Adopting Revisions to the District's World's Best Workforce Advisory Committee
    3. Resolution Regarding the Approval of the 2020-2022 Non-Represented Employee Compensation Plan

Request for Board Action

Item Title
Resolution to adopt the district's 2020-21 budget

Recommended Motion
I move approval of the resolution adopting the district's 2020-21 budget

Requesting Division
Finance

Item File Number
2020-0035

Meeting Date for Action
6/9/2020

Reason for Board Action
Required by Law or Regulation

Background
An approved, balanced budget is required to be adopted by the Board of Education prior to the start of the fiscal year.

Timeline/Next Steps
Effective for 2020-21 school year, beginning July 1, 2020

SPECIAL SCHOOL DISTRICT NO. 1
Board of Education

June 9, 2020

RESOLUTION TO APPROVE THE DISTRICT'S 2020-2021 BUDGET

WHEREAS, the District's budget is as follows:

	REVENUE	EXPENSES
General Operating Fund	$540,202,099	$552,468,174
General Fund Grants	$51,400,000	$51,400,000
General Fund Special Revenue	$9,000,000	$9,000,000
Food Service Fund	$24,020,463	$24,020,463
Community Service Fund	$32,237,463	$35,472,811
Capital Projects Fund	$106,400,000	$120,000,000
Debt Service Fund	$96,960,244	$93,350,209
Total	$860,220,269	$885,711,657

WHEREAS, there is a planned use of assigned fund balance of $10,585,081, a planned use of Q Comp designated fund balance of $170,235, a planned use of Extended Learning designated fund balance of $1,510,759 in the General Operating Fund, a planned use of Community Service designated fund balance of $3,235,348, a planned use of Capital Project designated fund balance of $13,600,000 and a planned addition to Debt Service fund balance of $3,610,035.

NOW, THEREFORE BE IT HEREBY RESOLVED, the Board of Directors of Special School District No. 1 approves the above mentioned revenue and expenditure budget for the fiscal year 2020-2021.

Signed by:

_____ _____
Kim Ellison Date
Board of Education Chairperson

_____ _____
Josh Pauly Date
Board of Education Clerk

Minneapolis Public Schools 2020-21 Budget

May 26, 2020

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FY 2020-21 Budget Proposal

May 26, 2020

MINNEAPOLIS PUBLIC SCHOOLS
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Proposed Resolution

SPECIAL SCHOOL DISTRICT NO. 1
Board of Education

June 9, 2020

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Total	$860,220,269	$885,711,657

AND WHEREAS, there is a planned use of assigned fund balance of $10,585,081, a planned use of Q Comp designated fund balance of $170,235, a planned use of Extended Learning designated fund balance of $1,510,759 in the General Operating Fund, a planned use of Community Service Fund designated fund balance of $3,235,348, a planned use of Capital Projects Fund designated fund balance of $13,600,000 and a planned addition to Debt Service fund balance of $3,610,035

NOW, THEREFORE BE IT HEREBY RESOLVED, the Board of Directors of Special School District No. 1 approves the above mentioned revenue and expenditure budget for the fiscal year 2020-2021.

Signed by:

_____ _____
Kim Ellison Date
Board of Education Chairperson

_____ _____
Josh Pauly Date
Board of Education Clerk

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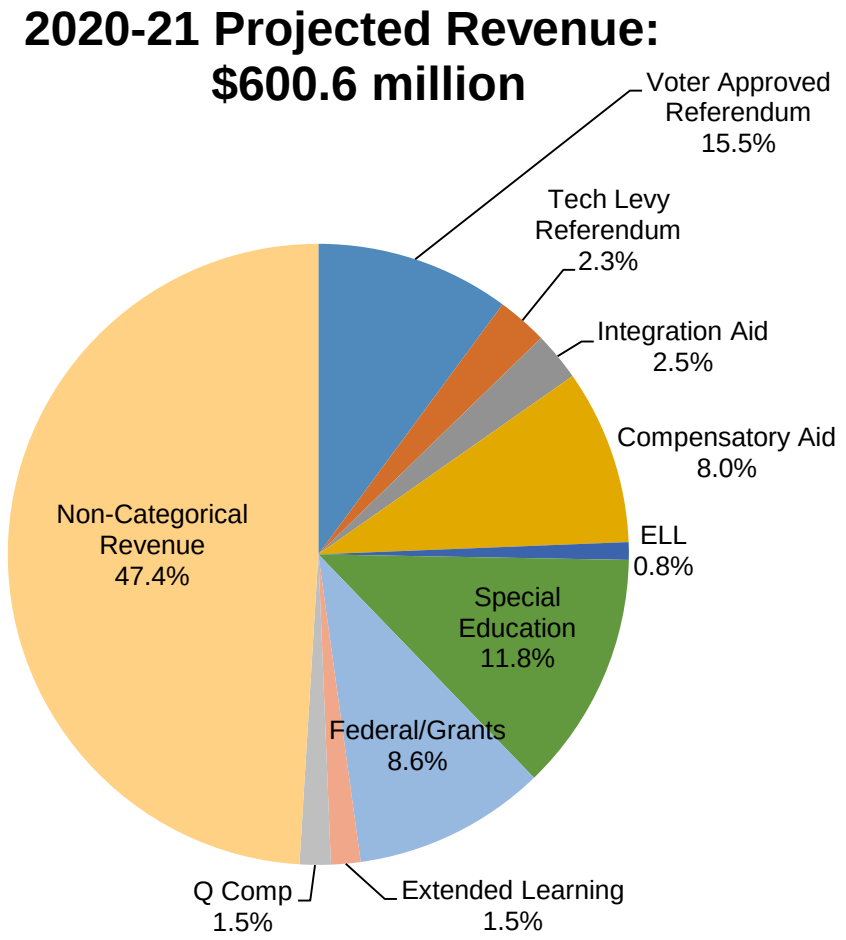
FY 2020-21 Budget

2020-21 Projected General Fund Revenue

Voter Approved Referendum	$93,327,784
TechLevy Referendum	$13,916,463
Integration Aid	$14,802,380
Compensatory Aid	$47,787,558
ELL	$5,056,200
Special Education	$70,862,571
Federal/Grants	$51,400,000
Extended Time	$9,251,536
Q Comp	$9,213,878
Non-Categorical Revenue	$284,959,109
Total Revenue	$600,577,479



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Department Priorities

Department **General Fund** Priorities

- Board of Education – increase for interpreters and soundproof booths at board meetings ($73K)
- Athletics – reallocation from Community Education for middle school athletics ($320K)
- Athletics – increase for officials, engineers, security and facility rental ($300K)
- Contract Alternative Sites – increase for enrollment ($1.1M)
- Special Education – increase for tuition billing from other Districts ($1M)
- College and Career Readiness – department re-established ($900K)
- Teaching & Learning – increase for academic programming ($1.0M)
- Equity & Integration – redistribution of magnet school transportation for programs ($1.8M)
- Transportation – realignment to reflect historical expenses ($6M)
- Achieve Minneapolis – increase to contract ($60K)

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Uses of Department Allocations

- General Counsel is responsible for defending District actions and keeping the District in compliance in order to maximize dollars directed to students.
- The IT Service department supports SEL, MTSS, Literacy and Equity district goals by creating training resources and learning modules, supporting software systems/data platforms and providing technology support for all staff who deliver instruction aligned to district priorities.
- The Finance Division prioritizes ensuring fiscal compliance and sustainability.

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Uses of Department Allocations

- The Academic Division focused its budget priorities on Increasing sustainability of school-based leadership and staff training to improve student academic results,
- Increasing stakeholder engagement and voice in planning and implementation of academic programming,
- Focus on K-2 Literacy and Math,
- Focus on equitable access to college and career planning for students and families,
- Focus on equitable access to college-readiness academics PK-12, specifically targeting students of color and underrepresented populations,
- Focus on middle level support through programming and professional development.

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FY 2020-21 Budget Summary Department Allocations

Department	Total General Fund 2020-21	Total Allocation ALL FUNDS 2020-21
Board of Education	$538,497	$538,497
Board Office	$243,790	$243,790
Superintendent Office	$1,546,131	$1,546,131
Office of Associate Superintendents	$921,325	$921,325
Athletics	$3,426,813	$3,426,813
Contract Alternative Department	$1,135,643	$1,135,643
Contract Schools	$6,464,855	$6,464,855
Homeless Highly Mobile & Foster Care	$839,245	$839,245
Health Services	$5,313,422	$5,720,341
Spec Ed Department	$8,651,339	$8,651,339
Adaptive Physical Education	$1,790,737	$1,790,737
MPS Deaf/Hard of Hearing	$1,890,836	$1,890,836
Occupational/Physical Therapist	$4,927,014	$4,927,014
Psychology Services	$3,656,480	$3,656,480
SEA Cadre	$400,249	$400,249
Social Work Services	$379,504	$379,504
Spec Ed Due Process Clerical	$609,535	$609,535
Spec Ed Interpreters	$796,070	$796,070
Spec Ed Monitoring & Compliance	$627,992	$627,992
Spec Ed Program 1	$1,527,906	$1,527,906
Spec Ed Program 3	$1,703,942	$1,703,942
Spec Ed Program 4	$930,158	$930,158
Spec Ed Support	$624,594	$624,594
Speech Language Clinicians	$10,180,058	$10,180,058
General Counsel/Legal	$1,967,740	$2,023,487
Expulsions and Transfers	$207,279	$207,279
Office of Equality & Civil Rights	$300,488	$300,488

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FY 2020-21 Budget Summary Department Allocations

Department	Total General Fund 2020-21	Total Allocation ALL FUNDS 2020-21
Chief of Staff	$765,460	$765,460
Engagement & External Relations	$1,017,954	$1,017,954
Family Resource Center	$288,638	$288,638
Marketing & Communications	$878,217	$878,217
Office of the Ombudsperson	$333,250	$333,250
Student Placement & Enrollment Mgmt	$990,096	$990,096
Chief of Academics	$467,550	$467,550
Academic Programming	$210,800	$210,800
Teaching & Learning	$11,502,852	$11,502,852
Educator Professional Development	$1,385,258	$1,385,258
AVID	$1,173,926	$1,173,926
On-line Learning	$1,030,496	$1,030,496
College Career Readiness	$967,177	$967,177
STEM/CTE	$502,495	$502,495
Guidance & Counseling	$339,385	$339,385
Check & Connect	$791,542	$791,542
KBEM	$900,000	$900,000
Non Public Guidance & Counseling	$0	$784,406
Multilingual	$2,629,661	$2,683,661
K- 8 Extended Learning Admin	$1,732,822	$2,227,187
6-8 Extended Learning After School	$1,295,930	$1,295,930
6-8 Extended Learning Summer School	$741,359	$741,359
K - 5 Extended Learning/After School	$3,475,643	$3,475,643
K - 5 Extended Learning/Summer Scho	$2,203,539	$2,203,539
9-12 Extended Learning Summer Schoo	$697,547	$697,547
9-12 Extended Learning After School	$359,044	$359,044

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FY 2020-21 Budget Summary Department Allocations

Department	Total General Fund 2020-21	Total Allocation ALL FUNDS 2020-21
Student Activities	$180,000	$300,000
Gear Up	$1,941,600	$1,941,600
Office of Black Male Student Achieveme	$1,240,363	$1,240,363
Community Education Youth & Adult	$350,000	$6,264,679
Minneapolis Kids	$0	$8,293,287
Community Program Admin	$0	$1,590,415
Adult Basic Education	$342,698	$6,741,309
Full Service Community Schools	$0	$616,881
Early Childhood Family Ed Program 1	$333,338	$4,868,389
ECFE Support	$0	$265,166
Early Childhood	$504,830	$2,834,781
Early Childhood Prog 2	$456,400	$976,139
Teen Parent Services	$1,286,114	$1,398,766
Indian Education	$1,364,635	$1,364,635
Chief Information Officer	$3,946,234	$3,946,234
Design & Training	$933,012	$933,012
Enterprise Infrastructure	$1,077,739	$1,280,561
Enterprise Systems	$1,353,801	$1,353,801
IT Field Support Group 1	$1,454,689	$1,454,689
IT Field Support Group 2	$1,446,243	$1,446,243
IT Operations	$219,901	$219,901
IT Service Management	$182,228	$182,228
IT Solution Center	$859,282	$859,282

FY 2020-21 Budget Summary Department Allocations

Department	Total General Fund 2020-21	Total Allocation ALL FUNDS 2020-21
Chief of Accountability Research & E	$210,297	$210,297
Accountabilitiy, Innovation & Research S	$170,615	$170,615
Research & Assessment	$1,659,915	$1,679,918
Equity & Integration	$3,881,287	$3,881,287
Social Emotional Learning	$552,257	$552,257
Positive School Wide Engagement	$720,000	$720,000
Student Support	$0	$0
Accountabilitiy & Evaluation	$332,747	$332,747
Funded Programs/Accountability & Eva	$2,388,296	$2,388,296
NCLB Admin/Accountabilitiy & Evaluati	$1,754,120	$1,754,120
Non Public Schools/Accountability & Ev	$1,387,356	$1,387,356
Non Public Staff	$949,049	$949,049
Chief Financial Officer	$1,119,225	$1,119,225
Accounting & Finance	$872,628	$1,056,908
Accounts Payable & Vendor Support	$488,055	$488,055
Budget Operations	$877,399	$877,399
Finance	$380,625	$446,300
Grants Accounting	$397,483	$397,483
Payroll	$375,931	$375,931
Procurement	$418,947	$601,970
Grants Office	$242,440	$242,440
Risk Management	$141,176	$242,637
Total Compensation	$791,729	$791,729

FY 2020-21 Budget Summary Department Allocations

Department	Total General Fund 2020-21	Total Allocation ALL FUNDS 2020-21
Chief Operations Officer	$155,621	$629,592
Capital Projects, Const & Maintenance	$27,183	$94,028,247
Construction Planning Group A	$0	$814,829
Construction Planning Group B	$0	$745,476
Facilities Planning	$2,718,562	$2,954,898
Utilities	$12,426,411	$12,426,411
Operational & Security Services	$2,273,522	$2,273,522
District Communication Center	$1,199,790	$1,199,790
Environmental Health & Safety	$1,136,647	$1,136,647
Electric Shop	$164,787	$2,062,585
Electronics Shop	$307,404	$1,227,016
Carpenter Shop	$0	$2,479,373
Paint Shop	$0	$1,854,790
Pipefitting Shop	$80,191	$6,164,259
Fire Sprinkler Shop	$395,725	$445,725
Plant Maintenance	$0	$4,171,675
Plumbing Shop	$84,371	$1,635,546
Sheetmetal Shop	$607,383	$4,291,721
Grounds	$1,242,714	$1,308,243
Plant Operations	$3,817,246	$3,817,246
Engineers to Schools Zone 1	$6,753,432	$6,753,432
Engineers to Schools Zone 2	$7,923,682	$7,923,682
Transportation	$42,837,867	$42,837,867
Mail Center	$153,090	$153,090
Culinary Wellness Services	$0	$23,995,368

FY 2020-21 Budget Summary Department Allocations

	Total General Fund	Total Allocation ALL FUNDS
	2020-21	2020-21
Department		
Chief of Human Resources	$1,236,042	$1,236,042
Grow Your Own	$686,021	$686,021
HRIS	$585,198	$585,198
Human Resources	$170,000	$170,000
Teacher Development	$4,420,837	$4,420,837
Labor/Employee Relations	$614,997	$736,969
Talent Acquisition	$1,382,426	$1,487,602
Talent Management	$272,456	$272,456
Union Leadership	$670,303	$670,303
Reserve Teachers	$5,000,000	$5,000,000
Achieve Mpls	$180,000	$180,000
Contingency for SAP upgrade and SIS	$1,916,463	$1,916,463
Grand totals	$239,307,339	$415,809,022

School Allocations

Predictable Staffing

- **Predictable Staffing Continues for SY2020-2021**
- Principals/Assistant Principals | Secretaries | Office Assistants (middle and high schools) | Academic Specialists | Classroom Teachers/Prep | Health Service Assistants | Counselors | Security Monitors (middle and high schools) | Associate Educators | Social Workers

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FY 2020-21 Budget Summary School Allocations

School Allocations					
Enrollment	33,323	32,368	-955	-2.87%	
Funding Type	**FY 19-20 Allocation**	**FY 20-21 Allocation**	**Difference between FY 19-20 & FY 20-21**		
Principals/Asst Principals	$19,135,855	$19,205,625	$69,770		
Class Size Referendum	$59,990,869	$72,325,423			
Class Size General Fund	$86,618,711	$72,320,440	($1,963,717)		
Basic Per Student	$14,530,313	$14,570,077	$39,764		
Time Adjustment	$6,403,604	$0	($6,403,604)		
Career Tech Education	$2,505,065	$2,650,294	$145,229		
School Within A School	$620,240	$1,952,705	$1,332,465		
Translation/Language Line	$320,000	$320,000	$0		
Comp Ed 1031	$46,180,301	$44,881,311	($1,298,990)		
Special Ed SERT	$18,048,618	$18,285,995	$237,377		
Special Education Citywide Program	$57,951,889	$61,835,100	$3,883,211		
Special Education Citywide Prog - Federal	$3,624,609	$2,311,916	($1,312,693)		
ELL	$5,482,992	$5,065,227	($417,765)		
ELL - Referendum	$12,827,149	$11,716,536	($1,110,613)		
ELL - Compensatory	$0	$0	$0		
Development Dual Language - Referendum	$618,620	$204,656	($413,964)		
IB	$1,335,726	$1,310,141	($25,585)		
Advanced Academics	$940,828	$954,624	$13,796		
Differentiation Specialists - Referendum	$2,565,429	$2,711,643	$146,214		
Magnet Schools	$802,193	$800,000	($2,193)		

FY 2020-21 Budget Summary School Allocations

Funding Type	FY 19-20 Allocation	FY 20-21 Allocation	Difference between FY 19-20 & FY 20-21
Small School Adjustment	$306,002	$268,401	($37,601)
Targeted Programming	$3,912,189	$3,018,654	($893,535)
Athletic Directors	$762,508	$771,417	$8,909
Media Material	$0	$0	$0
Q Comp-21	$3,164,024	$3,254,888	$90,864
Integration AVID	$1,730,412	$1,893,071	$162,659
Integration RIS	$2,177,998	$2,005,101	($172,897)
Integration BARR Coordinator	$0	$102,329	$102,329
Integration HS Teaching Pathway Program	$0	$81,862	$81,862
Integration MTSS - Psychologist	$0	$0	$0
Academic Specialist	$0	$0	$0
Voluntary Pre-Kindergarten	$613,583	$1,304,214	$690,631
High 5	$3,554,453	$3,554,468	$15
Fund 4 High 5	$1,264,413	$991,591	($272,822)
Title I	$11,940,616	$12,668,433	$727,817
Title I Homeless Highly Mobile	$39,607	$41,980	$2,373
Title II	$40,000	$40,000	$0
Title IV	$0	$402,324	$402,324
Other Grants	$3,460,373	$1,758,181	($1,702,192)
Funded Programs	$3,191,703	$3,467,873	$276,170
Total:	**$376,660,892**	**$369,046,500**	($7,614,392)

-2.02%

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Budget Assumptions

- Any potential changes in State funding formula due to COVID-19 are not included in the FY 20-21 revenue projections.
- Enrollment decline of approximately 900 students.
- Predictable staffing model at schools will continue in FY 20-21.
- The FY 20-21 is balanced with a planned use of assigned fund balance in the amount of $10,585,081.

COVID-19 Assumptions

- FY21 Budget does not assume any increased expenses or savings for COVID-19.
- Potential risks not factored into the budget include:
  - Increased tech costs due to unbudgeted distance learning.
  - Additional 1:1 devices to students
  - Incremental unbudgeted staffing costs to compensate hourly workers.
- Most COVID related expenses will be incurred in the current fiscal year.

QUESTIONS?

To learn more:

Visit **www.mpls.k12.mn.us** and click on '*Budget*'

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Request for Board Action

Item Title
Resolution regarding the 2021-2025 capital project plan

Recommended Motion
Approval of the resolution authorizing the 2021-25 capital project plan

Requesting Division
Operations

Item File Number
2020-0031

Meeting Date for Action
6/9/2020

Reason for Board Action
Required by Policy

Background
Per Board of Education Policy 3170, MPS Operations Division is required to develop a multi-year plan for capital improvements updated annually. In January 2020 the Board of Education authorized the deferral of a multi-year capital plan to be planned subsequent to May 2020 Board action on the Comprehensive District Design.

With Board approval of the *Resolution Enacting the Comprehensive District Design* on May 12, 2020, MPS Operations Division is proposing a 5-year Capital Project Plan that aligns with the strategic direction in Resolution 2020-0021, including an annual bonding plan that is consistent with established Board of Education Policy 3290. Further, Operations and Finance recommend presenting an annual Capital Project Plan to the Board of Education, guided by the 5-year Capital Project Plan, recognizing the Plan may be modified as a result of Operating Revenue or facility/operational needs.

Timeline/Next Steps
Finance Committee review of 5-year Capital Plan (FY2021-2025) in May 2020. Board of Education approval in June 2020.

SPECIAL SCHOOL DISTRICT NO. 1
Board of Education

June 9, 2020

RESOLUTION PROPOSING AUTHORIZATION FOR A 5-YEAR CAPITAL PROJECT PLAN (FY2021-2025)

WHEREAS, Board of Education Policy 3170 requires a multi-year capital plan for capital improvements updated annually; and

WHEREAS, the Minneapolis School Board, Special School District No. 1, authorized the deferment of the multi-year capital plan in December 2019 to be planned subsequent to May 2020 Board action on the proposed Comprehensive District Design; and

WHEREAS, the approval of the *Resolution Enacting the Comprehensive District Design* (2020-0021) on May 12, 2020 has informed the district's strategic plan and capital investments in the years ahead; and

WHEREAS, Operations proposes a 5-year Capital Project Plan that aligns with the strategic direction in Resolution 2020-0021, including an annual bonding plan that is consistent with established Board of Education Policy 3290; and

WHEREAS, Operations and Finance will present an annual Capital Project Plan to the Board of Education, guided by the 5-year Capital Project Plan, recognizing the Plan may be modified if Operating Revenue or facility/operational needs change.

NOW, THEREFORE, BE IT RESOLVED, that the Minneapolis School Board, Special School District No. 1, hereby authorizes the 5-year Capital Project Plan (FY2021-2025).

Signed by:

_____ _____

Kim Ellison
Board of Education Chairperson — Date

_____ _____

Josh Pauly
Board of Education Clerk — Date

2020-0031

MPS Capital Plan
FY20-21 to FY24-25

SOURCES OF FUNDS:	Deferred project funds - KENW	$6,146,440	$6,146,440	$0	$0	$0	$0
	Annual Bonding maximum	$434,983,741	$88,746,473	$84,237,399	$85,924,215	$87,329,180	$88,746,474
	TOTAL SOURCES OF FUNDS:	$441,130,181	$94,892,913	$84,237,399	$85,924,215	$87,329,180	$88,746,474
USES OF FUNDS:	Total & Annual CDD plans:	$141,999,936	$38,460,628	$19,178,629	$33,649,239	$27,148,535	$23,562,905
	Total & Annual Non-CDD plans:	$114,584,768	$24,417,488	$24,318,005	$20,703,648	$25,008,137	$20,137,489
	Total & Annual LTFM plans:	$170,688,134	$31,995,045	$39,934,590	$30,314,982	$32,527,582	$35,915,936
	TOTAL USES OF FUNDS:	$427,272,839	$94,873,161	$83,431,224	$84,667,870	$84,684,254	$79,616,330
	UNALLOCATED FUNDING:	$13,857,342	$19,752	$806,175	$1,256,345	$2,644,926	$9,130,144

School	Program	Site ID	Project	Total Investment amount	20/21	21/22	22/23	23/24	24/25
Andersen	CDD	ANDE	FFE Upgrades	$865,550	$0	$0	$865,550	$0	$0
Andersen	CDD	ANDE	Toilet Modifications	$512,160	$0	$0	$512,160	$0	$0
Andersen	CDD	ANDE	Single User Restrooms	$806,652	$0	$0	$0	$806,652	$0
Andersen	CDD	ANDE	Kitchen/Lunchroom	$6,369,990	$0	$0	$6,369,990	$0	$0
Andersen	CDD	ANDE	Technology Space	$1,149,479	$0	$0	$0	$1,149,479	$0
Andersen	CDD	ANDE	Science Lab Type 1	$1,690,128	$1,690,128	$0	$0	$0	$0
Andersen	CDD	ANDE	Science Lab Type 2	$2,554,398	$2,554,398	$0	$0	$0	$0
Andersen	CDD	ANDE	Daylighting	$3,361,037	$0	$3,361,037	$0	$0	$0
Andersen	CDD	ANDE	Performance Space	$1,131,553	$0	$0	$0	$1,131,553	$0
Anthony	CDD	ANTH	SPED Renovations	$853,600	$853,600	$0	$0	$0	$0
Bethune	CDD	BETH	Arts Magnet Improvements	$373,450	$373,450	$0	$0	$0	$0
Bethune	CDD	BETH	New Performance Space	$1,600,500	$0	$0	$1,600,500	$0	$0
Edison	CDD	EDIS	CTE Renovations	$477,269	$0	$0	$477,269	$0	$0
Franklin	CDD	FRAN	Performance Space (auditorium)	$2,163,396	$0	$0	$0	$2,163,396	$0
Franklin	CDD	FRAN	Science Lab Upgrades	$1,120,350	$0	$1,120,350	$0	$0	$0
Franklin	CDD	FRAN	Technology Space	$47,119	$0	$47,119	$0	$0	$0
Franklin	CDD	FRAN	Performance space (FFE)	$1,149,479	$0	$0	$0	$1,149,479	$0
Hall	CDD	HALL	STEM Improvements (observatory)	$1,120,350	$0	$0	$1,120,350	$0	$0
Henry	CDD	HENR	SPED Renovations	$213,400	$213,400	$0	$0	$0	$0
Jefferson	CDD	JEFF	Performance Space	$258,801	$0	$0	$258,801	$0	$0
Jefferson	CDD	JEFF	Science Lab Renovations	$426,800	$0	$0	$426,800	$0	$0
Jefferson	CDD	JEFF	FFE Upgrades	$739,926	$0	$0	$0	$739,926	$0
Jefferson	CDD	JEFF	Lunchroom finishes/Upgrades	$1,014,418	$0	$0	$0	$0	$1,014,418
Marcy	CDD	MARC	Arts Magnet Improvements	$213,400	$213,400	$0	$0	$0	$0
MULT	CDD	MULT	SPED Renovations	$1,120,350	$1,120,350	$0	$0	$0	$0
North	CDD	NORT	Technology	$3,226,608	$0	$3,226,608	$0	$0	$0
North	CDD	NORT	CTE Renovations	$26,743,901	$26,743,901	$0	$0	$0	$0
North	CDD	NORT	Design supplement	$853,600	$0	$853,600	$0	$0	$0
North	CDD	NORT	FFE	$2,516,754	$0	$2,516,754	$0	$0	$0
North	CDD	NORT	Performance Space	$2,279,912	$0	$0	$2,279,912	$0	$0
North	CDD	NORT	Kitchen/Lunchroom	$6,600,000	$0	$0	$0	$0	$6,600,000
North	CDD	NORT	Entrance	$5,000,000	$0	$0	$0	$0	$5,000,000
North	CDD	NORT	Electrical/mechanical/elevator	$8,053,161	$0	$8,053,161	$0	$0	$0
North	CDD	NORT	HVAC System renewal	$8,962,800	$0	$0	$8,962,800	$0	$0
North	CDD	NORT	HVAC System renewal	$9,410,940	$0	$0	$0	$9,410,940	$0
North	CDD	NORT	HVAC System renewal	$9,881,487	$0	$0	$0	$0	$9,881,487
Olson	CDD	OLSO	SPED Renovations	$853,600	$853,600	$0	$0	$0	$0
Page	CDD	PAGE	Science Lab Type 1	$1,286,802	$1,286,802	$0	$0	$0	$0
Page	CDD	PAGE	Science Lab Type 2	$1,277,199	$1,277,199	$0	$0	$0	$0
Page	CDD	PAGE	Athletics/Gym	$6,273,960	$0	$0	$0	$6,273,960	$0
Page	CDD	PAGE	FFE	$319,588	$0	$0	$319,588	$0	$0
Roosevelt	CDD	ROOS	CTE Renovations	$5,702,930	$0	$0	$5,702,930	$0	$0
Sheridan	CDD	SHER	Entrance	$4,323,151	$0	$0	$0	$4,323,151	$0
Sullivan	CDD	SULL	Robotics Lab	$47,119	$0	$0	$47,119	$0	$0
Sullivan	CDD	SULL	Educational Adequacy	$1,067,000	$0	$0	$0	$0	$1,067,000
Webster	CDD	WEBS	SPED Renovations	$213,400	$213,400	$0	$0	$0	$0
Wilder	CDD	WILD	Heritage colocation	$1,067,000	$1,067,000	$0	$0	$0	$0
Wilder	CDD	WILD	Entrance	$4,705,470	$0	$0	$4,705,470	$0	$0

MPS Capital Plan
FY20-21 to FY24-25

USES OF FUNDS:	Total & Annual CDD plans:	$141,999,936	$38,460,628	$19,178,629	$33,649,239	$27,148,535	$23,562,905
	Total & Annual Non-CDD plans:	$114,584,768	$24,417,488	$24,318,005	$20,703,648	$25,008,137	$20,137,489
	Total & Annual LTFM plans:	$170,688,134	$31,995,045	$39,934,590	$30,314,982	$32,527,582	$35,915,936
	TOTAL USES OF FUNDS:	$427,272,839	$94,873,161	$83,431,224	$84,667,870	$84,684,254	$79,616,330
	UNALLOCATED FUNDING:	$13,857,342	$19,752	$806,175	$1,256,345	$2,644,926	$9,130,144

School	Program	Site ID	Project	Total Investment amount	20/21	21/22	22/23	23/24	24/25
Kenny	Non-CDD	KENN	Lunchroom Supplemental Funds	$700,000	$700,000	$0	$0	$0	$0
District Wide	Non-CDD	MULT	FFE	$600,000	$600,000	$0	$0	$0	$0
District Wide	Non-CDD	MULT	FFE	$630,000	$0	$630,000	$0	$0	$0
District Wide	Non-CDD	MULT	FFE	$660,000	$0	$0	$660,000	$0	$0
District Wide	Non-CDD	MULT	FFE	$690,000	$0	$0	$0	$690,000	$0
District Wide	Non-CDD	MULT	FFE	$725,000	$0	$0	$0	$0	$725,000
District Wide	Non-CDD	MULT	Fleet Replacement	$780,000	$780,000	$0	$0	$0	$0
District Wide	Non-CDD	MULT	Fleet Replacement	$811,200	$0	$811,200	$0	$0	$0
District Wide	Non-CDD	MULT	Fleet Replacement	$843,648	$0	$0	$843,648	$0	$0
District Wide	Non-CDD	MULT	Fleet Replacement	$877,394	$0	$0	$0	$877,394	$0
District Wide	Non-CDD	MULT	Fleet Replacement	$912,490	$0	$0	$0	$0	$912,490
District Wide	Non-CDD	MULT	Plant Maintenance	$9,100,000	$9,100,000	$0	$0	$0	$0
District Wide	Non-CDD	MULT	Plant Maintenance	$8,900,000	$0	$8,900,000	$0	$0	$0
District Wide	Non-CDD	MULT	Plant Maintenance	$8,500,000	$0	$0	$8,500,000	$0	$0
District Wide	Non-CDD	MULT	Plant Maintenance	$8,000,000	$0	$0	$0	$8,000,000	$0
District Wide	Non-CDD	MULT	Plant Maintenance	$8,000,000	$0	$0	$0	$0	$8,000,000
District Wide	Non-CDD	MULT	Off Plan-Small Caps	$500,000	$500,000	$0	$0	$0	$0
District Wide	Non-CDD	MULT	Off Plan-Small Caps	$500,000	$0	$500,000	$0	$0	$0
District Wide	Non-CDD	MULT	Off Plan-Small Caps	$500,000	$0	$0	$500,000	$0	$0
District Wide	Non-CDD	MULT	Off Plan-Small Caps	$500,000	$0	$0	$0	$500,000	$0
District Wide	Non-CDD	MULT	Off Plan-Small Caps	$500,000	$0	$0	$0	$0	$500,000
District Wide	Non-CDD	MULT	Technology	$10,000,000	$10,000,000	$0	$0	$0	$0
District Wide	Non-CDD	MULT	Technology	$10,000,000	$0	$10,000,000	$0	$0	$0
District Wide	Non-CDD	MULT	Technology	$10,000,000	$0	$0	$10,000,000	$0	$0
District Wide	Non-CDD	MULT	Technology	$10,000,000	$0	$0	$0	$10,000,000	$0
District Wide	Non-CDD	MULT	Technology	$10,000,000	$0	$0	$0	$0	$10,000,000
Harrison	Non-CDD	HARR	Instructional Space Renovation	$1,120,350	$0	$1,120,350	$0	$0	$0
Northeast	Non-CDD	NEAS	Entrance	$1,937,488	$1,937,488	$0	$0	$0	$0
Transportation	Non-CDD	TRAN	Bldg renewal/updates	$836,105	$0	$836,105	$0	$0	$0
Transportation	Non-CDD	TRAN	Propane Storage	$336,105	$0	$336,105	$0	$0	$0
Transportation	Non-CDD	TRAN	Sitework	$784,245	$0	$784,245	$0	$0	$0
Waite Park	Non-CDD	WAIT	Lunchroom Supplemental Funds	$800,000	$800,000	$0	$0	$0	$0
MULT	Non-CDD	MULT	ADA Improvements	$400,000	$0	$400,000	$0	$0	$0
MULT	Non-CDD	MULT	ADA Improvements	$200,000	$0	$0	$200,000	$0	$0
South	Non-CDD	SOUT	Entrance	$4,940,744	$0	$0	$0	$4,940,744	$0

MPS Capital Plan
FY20-21 to FY24-25

USES OF FUNDS:	Total & Annual CDD plans:	$141,999,936	$38,460,628	$19,178,629	$33,649,239	$27,148,535	$23,562,905
	Total & Annual Non-CDD plans:	$114,584,768	$24,417,488	$24,318,005	$20,703,648	$25,008,137	$20,137,489
	Total & Annual LTFM plans:	$170,688,134	$31,995,045	$39,934,590	$30,314,982	$32,527,582	$35,915,936
	TOTAL USES OF FUNDS:	$427,272,839	$94,873,161	$83,431,224	$84,667,870	$84,684,254	$79,616,330
	UNALLOCATED FUNDING:	$13,857,342	$19,752	$806,175	$1,256,345	$2,644,926	$9,130,144

School	Program	Site ID	Project	Total Investment amount	20/21	21/22	22/23	23/24	24/25
Andersen	LTFM	ANDE	Elevator/Electical/Mechanical	$2,974,400	$0	$2,974,400	$0	$0	$0
Andersen	LTFM	ANDE	Building/Interior/Plumbing	$1,746,784	$0	$1,746,784	$0	$0	$0
Andersen	LTFM	ANDE	Building/Interior/Plumbing	$500,000	$0	$500,000	$0	$0	$0
Anthony	LTFM	ANTH	Mechanical/interior/roof	$978,848	$0	$978,848	$0	$0	$0
Anwatin	LTFM	ANWA	Lockers/auditorium/mechanical	$878,800	$878,800	$0	$0	$0	$0
Armatage	LTFM	ARMA	Roofing/mechanical	$1,255,800	$1,255,800	$0	$0	$0	$0
Bancroft	LTFM	BANC	Lockers/Interior	$438,776	$438,776	$0	$0	$0	$0
Barton	LTFM	BART	Fire System Renewal	$156,832	$0	$156,832	$0	$0	$0
Bethune	LTFM	BETH	Fire Alarm/Elevator/Interior	$762,152	$0	$762,152	$0	$0	$0
Burroughs	LTFM	BURR	Interior finishes	$276,890	$0	$276,890	$0	$0	$0
Cityview	LTFM	CITY	Interior finishes/roof	$564,720	$564,720	$0	$0	$0	$0
Cityview	LTFM	CITY	Mechanical Systems	$245,523	$0	$245,523	$0	$0	$0
Davis	LTFM	DAVI	Interior/electrical/mechanical	$1,054,560	$1,054,560	$0	$0	$0	$0
Dowling	LTFM	DOWL	Interior and Mechanical	$579,280	$579,280	$0	$0	$0	$0
Dowling	LTFM	DOWL	Interior and Mechanical	$409,926	$0	$409,926	$0	$0	$0
Emerson	LTFM	EMER	Mechanical	$699,795	$0	$699,795	$0	$0	$0
Ericsson	LTFM	ERIC	Interior/mechanical	$546,000	$546,000	$0	$0	$0	$0
Ericsson	LTFM	ERIC	Fire alarm/roofing	$540,800	$0	$540,800	$0	$0	$0
Field	LTFM	FIEL	Roof/mechanical/PA	$1,376,960	$1,376,960	$0	$0	$0	$0
Franklin	LTFM	FRAN	Generator and HVAC	$182,000	$182,000	$0	$0	$0	$0
Hale	LTFM	HALE	clocks/PA/mechanical	$556,400	$556,400	$0	$0	$0	$0
Hall	LTFM	HALL	Interior/lockers	$1,100,000	$0	$1,100,000	$0	$0	$0
Harrison	LTFM	HARR	FA/Ceilings	$922,247	$922,247	$0	$0	$0	$0
Henry	LTFM	HENR	Mechanical and track resurface	$733,720	$733,720	$0	$0	$0	$0
Henry	LTFM	HENR	Fire systems/interior/mechanical	$822,016	$0	$822,016	$0	$0	$0
Hiawatha	LTFM	HIAW	Mechanical	$359,091	$0	$359,091	$0	$0	$0
Johnson	LTFM	JOHN	Mechanical/interiors	$1,867,840	$1,867,840	$0	$0	$0	$0
Johnson	LTFM	JOHN	Mechanical/interiors	$1,000,000	$1,000,000	$0	$0	$0	$0
Keewaydin	LTFM	KEEW	Elevator and boiler	$603,533	$0	$603,533	$0	$0	$0
Kenny	LTFM	KENN	Generator/interior/mechanical	$586,560	$586,560	$0	$0	$0	$0
Kenwood	LTFM	KENW	Generator	$124,800	$124,800	$0	$0	$0	$0
Laney	LTFM	LANE	Mechanical	$4,119,648	$4,119,648	$0	$0	$0	$0
Laney	LTFM	LANE	Mechanical	$1,000,000	$1,000,000	$0	$0	$0	$0
Lind	LTFM	LIND	Boiler and lockers	$565,895	$565,895	$0	$0	$0	$0
Longfellow	LTFM	LONG	Roof/interiors	$644,093	$0	$644,093	$0	$0	$0
Loring	LTFM	LORI	Fire Alarms	$682,096	$0	$682,096	$0	$0	$0
Lyndale	LTFM	LYND	PA/Clock/site projects	$1,001,520	$1,001,520	$0	$0	$0	$0
Lyndale	LTFM	LYND	Fire alarm/interior	$568,133	$0	$568,133	$0	$0	$0
Marcy	LTFM	MARC	Roof and boiler	$1,283,859	$0	$1,283,859	$0	$0	$0
MULT	LTFM	MULT	Multi site LTFM	$2,134,000	$2,134,000	$0	$0	$0	$0
MULT	LTFM	MULT	Multi site LTFM	$1,000,000	$1,000,000	$0	$0	$0	$0
MULT	LTFM	MULT	Multi site LTFM	$9,000,000	$0	$9,000,000	$0	$0	$0
MULT	LTFM	MULT	Multi site LTFM	$3,110,560	$0	$3,110,560	$0	$0	$0
MULT	LTFM	MULT	Multi site LTFM	$25,000,000	$0	$0	$25,000,000	$0	$0
MULT	LTFM	MULT	Multi site LTFM	$5,314,982	$0	$0	$5,314,982	$0	$0
MULT	LTFM	MULT	Multi site LTFM	$27,000,000	$0	$0	$0	$27,000,000	$0
MULT	LTFM	MULT	Multi site LTFM	$5,527,582	$0	$0	$0	$5,527,582	$0
MULT	LTFM	MULT	Multi site LTFM	$29,000,000	$0	$0	$0	$0	$29,000,000
MULT	LTFM	MULT	Multi site LTFM	$5,748,685	$0	$0	$0	$0	$5,748,685
Northeast	LTFM	NEAS	Elevators/interior/boiler	$1,876,576	$0	$1,876,576	$0	$0	$0
Northeast	LTFM	NEAS	Elevators/interior/boiler	$500,000	$0	$500,000	$0	$0	$0
Page	LTFM	PAGE	Roofing/plumbing	$1,408,996	$0	$1,408,996	$0	$0	$0
Pillsbury	LTFM	PILL	Boiler	$354,765	$0	$354,765	$0	$0	$0
Pratt	LTFM	PRAT	Elevator/mechanical	$654,368	$0	$654,368	$0	$0	$0
Roosevelt	LTFM	ROOS	Mechanical/elevators	$1,358,490	$0	$1,358,490	$0	$0	$0
Sheridan	LTFM	SHER	Fire Alarm/electrical	$2,480,938	$2,480,938	$0	$0	$0	$0
Sheridan	LTFM	SHER	Interior/HVAC	$914,000	$914,000	$0	$0	$0	$0
Sheridan	LTFM	SHER	Interior/HVAC	$1,214,637	$0	$1,214,637	$0	$0	$0
South	LTFM	SOUT	Elevator/doors amd hardware	$1,016,704	$1,016,704	$0	$0	$0	$0
Sullivan	LTFM	SULL	Elevator/electrical	$1,476,800	$1,476,800	$0	$0	$0	$0

MPS Capital Plan
FY20-21 to FY24-25

USES OF FUNDS:	Total & Annual CDD plans:	$141,999,936	$38,460,628	$19,178,629	$33,649,239	$27,148,535	$23,562,905
	Total & Annual Non-CDD plans:	$114,584,768	$24,417,488	$24,318,005	$20,703,648	$25,008,137	$20,137,489
	Total & Annual LTFM plans:	$170,688,134	$31,995,045	$39,934,590	$30,314,982	$32,527,582	$35,915,936
	TOTAL USES OF FUNDS:	$427,272,839	$94,873,161	$83,431,224	$84,667,870	$84,684,254	$79,616,330
	UNALLOCATED FUNDING:	$13,857,342	$19,752	$806,175	$1,256,345	$2,644,926	$9,130,144

School	Program	Site ID	Project	Total Investment amount	**20/21**	**21/22**	**22/23**	**23/24**	**24/25**
Sullivan	LTFM	SULL	Elevator/electrical	$1,000,000	$1,000,000	$0	$0	$0	$0
Transportation	LTFM	TRAN	Elevator/plumbing/site work	$1,644,677	$1,644,677	$0	$0	$0	$0
Washburn	LTFM	WASH	Mechanical	$553,779	$0	$553,779	$0	$0	$0
Washburn	LTFM	WASH	Replace turf field	$1,167,251	$0	$0	$0	$0	$1,167,251
Wilder	LTFM	WILD	Elevators	$972,400	$972,400	$0	$0	$0	$0
Wilder	LTFM	WILD	Mechanical/electrical	$3,547,648	$0	$3,547,648	$0	$0	$0
Wilder	LTFM	WILD	Mechanical/electrical	$1,000,000	$0	$1,000,000	$0	$0	$0

Minneapolis Public Schools
Multi Year Capital Plan
2021 - 2025

May 26, 2020

MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

Overview

- Current Project Updates
- Multi-Year Capital Plan Development Process
- Project Selection Matrix
- Multi-Year Plan
  - Projects that support the Comprehensive District Design
  - Continued investment in District Priorities'
  - Continued investment in infrastructure
- Bonding and Debt Service Policy
- Summary

Current Projects

- Summer 2020 Project Focus on Continued District Priorities
  - Safe & Welcoming Entrances
  - Kitchen and Lunchrooms for on site meal preparations
  - Enhancement to building security
  - Complete District Wide Paving Projects
  - Upgrades to the Building Automation Systems
  - Complete North High School field improvements
  - Multi-Site projects for flooring, ceilings, lighting and water bottle fillers.
  - Summer focus on testing and balancing HVAC systems and filter changes

Multi-Year Capital Plan Development

- 5-year Capital Plan
  - Rolling 5-Year plan as a guide for future planning
  - Annually, 1-year Capital Plan for Board approval for Bonding
- Internal Steering Committee Meeting
  - Academics
  - Achievement, Research & Equity
  - Facilities
  - Finance
  - Special Services
- Priorities
  - Support Academic and Special Education's CDD plan
  - Technology
  - Other District infrastructure

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Project Selection Matrix

- Capital Planning has developed a project selection matrix to better analyze projects using equity criteria.
- The project selection matrix was completed using input from several departments that address equity and inclusion at MPS.
- The Project Selection Matrix provides the same “weight” for each of the categories analyzed.
- How will it be used – the Project Selection Matrix is one or many inputs in the selection of capital investments. Where multi-site projects are funded, the matrix is an input into the order of project completion.
- The matrix will be updated annually

Project Selection Matrix

School demographics

- Percent Free/Reduced Lunch
- Percent Students of Color
- Percent ELL
- Percent Special Education

Historical Disinvestment

- Using public data to identify school neighborhoods that have been historically underinvested.
  https://www.arcgis.com/apps/MapSeries/index.html?appid=8b6ba2620ac5407ea7ecfb4359132ee4

Enrollment versus Capacity

10 Year Spending History

School Accessibility

Multi-Year Capital Plan

Fiscal Year	CDD Projects	Non CDD Project	LTFM	Total	Proposed Delayed Project	Bond Surplus / (Deficit)	Annual Bonding Max
2021	$38,460,628	$24,417,488	$31,995,045	$94,873,161	$6,146,440	$19,752	$88,746,473
2022	$19,178,629	$24,318,005	$39,934,590	$83,431,224		$806,175	$84,237,399
2023	$33,649,239	$20,703,648	$30,314,982	$84,667,870		$1,256,345	$85,924,215
2024	$27,148,535	$25,008,137	$32,527,582	$84,684,254		$2,644,926	$87,329,180
2025	$23,562,905	$20,137,489	$35,915,936	$79,616,330		$9,130,144	$88,746,474
Total	**$144,999,936**	**$114,584,768**	**$170,688,134**	**$427,272,839**	**$6,146,440**	**$13,857,342**	**$434,983,741**

Bonding and Debt Service Policy

Fiscal Year	Bond Amount	Debt Retired in 10 Years	Highest Annual Debt Service	Debt Service to Operating Revenue
2021	$88,746,473	70.67%	$99,112,918	13.44%
2022	$84,237,399	71.80%	$103,632,136	13.91%
2023	$85,924,215	72.85%	$104,764,429	13.93%
2024	$87,329,180	73.77%	$109,137,251	14.43%
2025	$88,746,474	74.57%	$113,876,955	14.99%
Total	**$434,983,741**			

MINNEAPOLIS PUBLIC SCHOOLS
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Multi-Year Capital Plan - CDD Projects

- Andersen - $18,440,947. Kitchen, lunchroom, science labs, technology space, daylighting, FFE.
- Bethune - $1,973,950. Arts magnet improvements and performance space.
- Edison - $477,269. CTE enhancements.
- Franklin - $4,480,344. Performance space, science labs and technology space.
- Hall - $1,120,350. STEM improvements (observatory)
- Jefferson - $2,439,944. Performance space, science labs, lunchroom improvements.
- Marcy - $213,400, Arts magnet improvements.
- North - $83,529,163. CTE renovations, technology spaces, performance space, lunchroom/kitchen, entrance, HVAC renewal.
- Justice Page – $9,157,549. Science labs, new gymnasium, FFE.
- Roosevelt - $5,702,930. CTE improvements.
- Sheridan - $4,323,151. New entrance.
- Sullivan - $1,114,119. Robotics lab and educational adequacy improvements.
- Wilder - $5,772,470. Entrance and Heritage colocation improvements,
- Multi-site $3,254,350. SPED improvements.

Multi-Year Capital Plan - Non CDD

- Kenny - $700,000. Supplemental funds for kitchen/lunchroom.
- Harrison - $1,120,350. Instructional Space Improvements.
- Northeast - $1,937,488. Entrance project.
- Waite Park - $800,000. Lunchroom and elevator
- South - $4,940,744. Entrance

- Transportation Center - $1,956,455. Building updates and renewal. New propane storage. Site improvements.
- Accessibility Improvements - $600,000. Districtwide improvements for accessibility
- Districtwide Infrastructure - $103,129,731
  - including $50,000,000 for Technology
  - Fleet replacement
  - Furniture/Fixture/Equipment (FFE)
  - Plant Maintenance

Multi-Year Capital Plan

- Long Term Facility Maintenance (LTFM)
  - LTFM investment across District to replace/renew aging infrastructure.
  - Annual investment of $30,000,000 to $40,000,000 per year
  - Total investment over the multi-year plan is $170,688,134.
  - Projects include Fire Alarms, Public address systems, roofing, mechanical systems, back up generators, elevators and boilers.
  - Portions of both the CDD and non-CDD projects have an LTFM allocation that is separate from this investment.

CDD Capital Projects

CDD Capital Project Costs	Total Cost
Magnet School Improvements	$34,106,205
Career & Technical Education	$32,924,100
Community School Educational Adequacy	$74,969,631
Total CDD Capital	$141,999,936
Other District Projects	
District Wide supports – FFE, Fleet Replacement, Technology, Current Project Funding, Safe & Secure Entrances, etc.	$114,584,768
Other Long Term Facility Maintenance	$170,688,134
Total 5-Year Capital Plan Proposal	$427,272,839

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Summary

- The multi-year capital plan provides for
  - CDD investments at schools for magnets, middle schools, CTE and SPED renovations
  - The non-CDD investments continue to focus on district priorities and investments in Technology and Operations
  - Long Term Facility Maintenance investments focus on critical infrastructure maintenance for fire/life safety, HVAC and back-up systems.

Board Action Needed

- Board action is needed to approve the capital plan.
- This includes an $88,726,721 bond amount in Year 1
- Operations will be requesting Board approval to postpone the Kenwood entrance/lunchroom project and reallocate the $6,146,440 to CDD projects.
- The plan will be re-evaluated each year for priorities and needs and updates proposed to the multi-year plan.
- The capital plan is both a projection and a snapshot of what we know at this particular time.

Thank you

MINNEAPOLIS PUBLIC SCHOOLS
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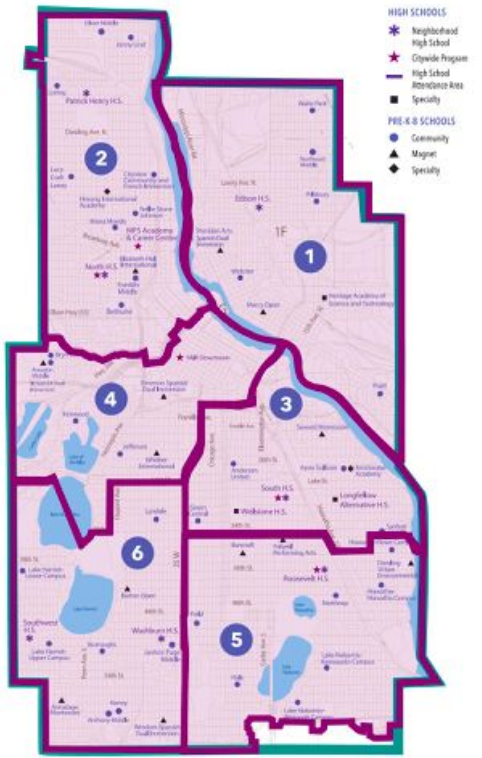
Appendix

10 Year Capital Spend

Board of Education district map



10-Year Spending

Capital Plan	BOE District 1	BOE District 2	BOE District 3	BOE District 4	BOE District 5	BOE District 6	Multiple BOE Districts
2011	$3,014,488	$8,484,720	$2,053,637	$2,059,830	$2,103,567	$6,402,173	$3,077,482
2012	$1,313,342	$1,423,757	$1,146,260	$867,554	$9,696,948	$1,874,733	$2,078,480
2013	$5,081,936	$5,853,979	$497,588	$166,842	$6,878,032	$1,810,260	$1,003,887
2014	$28,909,907	$36,414,058	$59,264,871	$757,954	$5,003,573	$46,639,753	$2,814,652
2015	$12,457,271	$2,526,177	$1,538,731	$878,743	$11,167,822	$12,767,969	$5,459,764
2016	$9,827,746	$2,853,083	$8,175,834	$939,155	$6,097,694	$7,108,737	$664,356
2017	$3,264,860	$33,747,885	$36,436,406	$22,426,004	$810,855	$1,364,488	$2,549,328
2018	$17,107,952	$24,414,060	$15,177,177	$11,104,772	$8,013,789	$21,803,253	$2,460,254
2019	$8,145,931	$24,257,553	$4,387,975	$5,358,109	$7,715,889	$18,585,000	$9,295,586
2020	$8,416,048	$21,686,792	$8,430,687	$12,937,397	$2,004,594	$7,494,639	$7,278,086
Totals	*$97,539,481*	*$161,662,064*	*$137,109,166*	*$57,496,360*	*$59,492,763*	*$125,851,005*	*$36,681,875*

MINNEAPOLIS PUBLIC SCHOOLS
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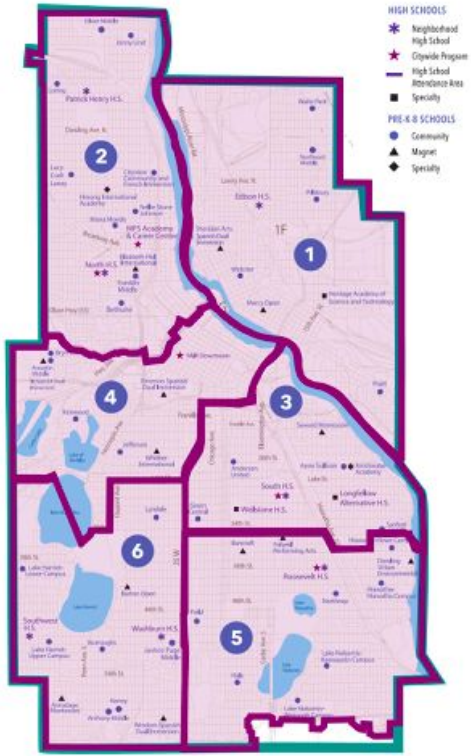
20 Year Capital Spend

Board of Education district map



20-Year Spending

Capital Plan	BOE District 1	BOE District 2	BOE District 3	BOE District 4	BOE District 5	BOE District 6	Multiple BOE Districts
2001	$13,618,685	$8,683,315	$8,919,637	$2,610,088	$2,238,428	$8,011,959	
2002	$740,420	$9,622,754	$3,643,753	$698,314	$1,654,973	$25,565,545	
2003	$7,573,438	$2,040,441	$715,262	$1,714,361	$123,980	$1,098,501	
2004	$888,912	$2,199,333	$1,150,954	$1,681,821	$667,348	$1,840,047	
2005	$968,579	$272,319	$6,210	$15,930	$0	$1,782,815	
2006	$2,006,908	$674,014	$489,634	$681,952	$828,590	$2,752,857	$800,486
2007	$1,183,447	$4,504,976	$1,500,429	$1,398,312	$2,367,829	$2,812,951	$5,342,419
2008	$1,359,068	$2,007,895	$554,840	$1,006,649	$472,231	$961,610	$1,322,896
2009	$937,283	$1,825,888	$1,924,377	$322,709	$1,804,757	$1,472,845	$1,725,687
2010	$1,125,213	$7,795,537	$2,380,600	$1,320,339	$4,867,257	$5,217,461	$2,426,829
2011	$3,014,488	$8,484,720	$2,053,637	$2,059,830	$2,103,567	$6,402,173	$3,077,482
2012	$1,313,342	$1,423,757	$1,146,260	$867,554	$9,696,948	$1,874,733	$2,078,480
2013	$5,081,936	$5,853,979	$497,588	$166,842	$6,878,032	$1,810,260	$1,003,887
2014	$28,909,907	$36,414,058	$59,264,871	$757,954	$5,003,573	$46,639,753	$2,814,652
2015	$12,457,271	$2,526,177	$1,538,731	$878,743	$11,167,822	$12,767,969	$5,459,764
2016	$9,827,746	$2,853,083	$8,175,834	$939,155	$6,097,694	$7,108,737	$664,356
2017	$3,264,860	$33,747,885	$36,436,406	$22,426,004	$810,855	$1,364,488	$2,549,328
2018	$17,107,952	$24,414,060	$15,177,177	$11,104,772	$8,013,789	$21,803,253	$2,460,254
2019	$8,145,931	$24,257,553	$4,387,975	$5,358,109	$7,715,889	$18,585,000	$9,295,586
2020	$8,416,048	$21,686,792	$8,430,687	$12,937,397	$2,004,594	$7,494,639	$7,278,086
Totals	*$127,941,434*	*$201,288,536*	*$158,394,862*	*$68,946,835*	*$74,518,156*	*$177,367,596*	*$48,300,192*

MINNEAPOLIS PUBLIC SCHOOLS
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Data used in Capital Planning

- Academic priorities
  - Comprehensive District Design initiatives
  - Science and Career-technical education
  - Special Education pathways and priorities
- Project selection matrix
- Facility Condition Index and Educational Adequacy
- Continuing to improve the student experience
  - Safe and welcome entrances to optimize student security
  - Lunchroom/kitchen upgrades
  - Funding for higher priority accessibility improvements
  - Funding for project-based instruction learning spaces

Key Performance Indicators

- Timely execution of projects - project execution within 3 years of funding
- Transparency and Communications - monthly updates of project web pages
- Cost Performance - Monitoring and controlling planned versus actual costs (Earned value versus completed work)
- Schedule Performance - Monitoring and controlling schedule with monthly actual versus baseline
- Customer Satisfaction - conduct periodic surveys of key stakeholders on satisfaction of project delivery and outcomes.

Request for Board Action

Item Title
Resolution Proposing Authorization of the Long-Term Facility Maintenance (LTFM) 10-year Plan

Recommended Motion
I move approval of the resolution authorizing of the Long-Term Facility Maintenance (LTFM) 10-year Plan

Requesting Division
Operations

Item File Number
2020-0038

Meeting Date for Action
6/9/2020

Reason for Board Action
Required by Policy

Background
The Minnesota Department of Education (MDE) requires annual Board approval of the Long-Term Facilities Maintenance (LTFM) plan. The plan projects costs over the next 10 years to prevent facilities from deterioration due to use. The LTFM plan provides estimated costs each year per finance code for major building systems. The plan also includes allocations for Accessibility improvements at schools. Once approved, the LTFM plan will be submitted to MDE.

Timeline/Next Steps.

Board of Education approval in June 2020.

SPECIAL SCHOOL DISTRICT NO. 1
Board of Education

June 9, 2020

RESOLUTION PROPOSING AUTHORIZATION OF THE LONG-TERM FACILITIES MAINTENANCE (LTFM) 10- YEAR PLAN.

WHEREAS, Minneapolis Public Schools is seeking approval for the Long-Term Facilities Maintenance (LTFM) 10-Year Plan; and

WHEREAS, the Minnesota Department of Education requires Board of Education approval of the Long-Term Facilities Maintenance Plan; and

WHEREAS, the Chief Operating Officer recommends approval the Long-Term Facilities Maintenance (LTFM) 10-Year Plan.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Board of Directors of Special School District No. 1 hereby agrees to approve the Long-Term Facilities Maintenance (LTFM) 10-year plan.

Signed by:

_____ _____
Kim Ellison Date
Board of Education Chairperson

_____ _____
Josh Pauly Date
Board of Education Clerk

2020-0038

DEPARTMENT OF EDUCATION

Division of School Finance
1500 Highway 36 West
Roseville, MN 55113-4266

Long-Term Facility Maintenance Ten-Year Expenditure Application (LTFM) - Fund 01 and Fund 06 Projects Only

ED - 02478-05

Instructions: Enter estimated, allowable LTFM expenditures (Fund 01 and/or Fund 06 only) under Minnesota Statutes, section 123B.595, subdivision 10. Enter by Uniform Financial and Accounting Reporting Standards (UFARS) finance code and by fiscal year in the cells provided.

District Info.	Enter Information	District Info.	Enter Information
District Name:	**Special School District #1**	Date:	7/29/2019
District Number:	**0001-03**	Email:	david.richards@mpls.k12.mn.us
District Contact Name:	**Curt Hartog or David Richards**		curtis.hartog@mpls.k12.mn.us
Contact Phone #	612 668 0284 or 612 559 2820		

Expenditure Categories		Fiscal Year (FY) Ending June 30										
		2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Health and Safety - this section excludes project costs in Category 2 of $100,000 or more for which additional revenue is requested for Finance Codes 358, 363 and 366.		Capital Plan FY20-21	Capital Plan FY21-22	Capital Plan FY22-23	Capital Plan FY23-24	Capital Plan FY24-25	Capital Plan FY25-26	Capital Plan FY26-27	Capital Plan FY27-28	Capital Plan FY28-29	Capital Plan FY29-30	Capital Plan FY31-32
Finance Code	**Category (1)**											
347	Physical Hazards	$191,700	$197,451	$203,375	$209,476	$215,760	$222,233	$228,900	$235,767	$242,840	$250,125	
349	Other Hazardous Materials	$114,100	$117,523	$121,049	$124,680	$128,421	$132,273	$136,241	$140,329	$144,538	$148,875	
352	Environmental Health and Safety Management	$799,200	$823,176	$847,871	$873,307	$899,507	$926,492	$954,287	$982,915	$1,012,403	$1,042,775	
358	Asbestos Removal and Encapsulation	$75,000	$77,250	$79,568	$81,955	$84,413	$86,946	$89,554	$92,241	$95,008	$97,858	
363	Fire Safety	$1,478,000	$1,522,340	$1,568,010	$1,615,051	$1,663,502	$1,713,407	$1,764,809	$1,817,754	$1,872,286	$1,928,455	
366	Indoor Air Quality	$590,020	$607,721	$625,952	$644,731	$664,073	$683,995	$704,515	$725,650	$747,420	$769,842	
	Total Health and Safety Capital Projects	$3,248,020	$3,345,461	$3,445,824	$3,549,199	$3,655,675	$3,765,345	$3,878,306	$3,994,655	$4,114,495	$4,237,929	$0
Health and Safety - Projects Costing $100,000 or more per Project/Site/Year												
Finance Code	**Category (2)**											
358	Asbestos Removal and Encapsulation	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
363	Fire Safety	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
366	Indoor Air Quality	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Total Health and Safety Capital Projects $100,000 or More	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Remodeling for Approved Voluntary Pre-K under Minnesota Statutes, section 124D.151												
Finance Code	**Category (3)**											
355	Remodeling for prekindergarten (Pre-K) instruction approved by the commissioner. (No new appropriations for this category FY 2020 - beyond.)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Accessibility												
Finance Code	**Category (4)**											
367	Accessibility	$0	$400,000	$200,000	$0	$0	$0	$0	$0	$0	$0	$0
Deferred Capital Expenditures and Maintenance Projects												
Finance Code	**Category (5)**											
368	Building Envelope	$1,524,883	$2,114,141	$1,806,568	$1,771,411	$1,917,327	$2,013,193	$2,113,853	$2,219,546	$2,330,523	$2,447,049	
369	Building Hardware and Equipment	$4,478,074	$6,208,528	$5,305,288	$5,202,045	$5,630,551	$5,912,078	$6,207,682	$6,518,066	$6,843,969	$7,186,168	
370	Electrical	$1,054,711	$1,462,281	$1,249,543	$1,225,227	$1,326,151	$1,392,459	$1,462,082	$1,535,186	$1,611,945	$1,692,543	
379	Interior Surfaces	$6,488,379	$8,995,673	$7,686,948	$7,537,357	$8,158,228	$8,566,139	$8,994,446	$9,444,169	$9,916,377	$10,412,196	
380	Mechanical Systems	$14,195,520	$19,681,072	$16,817,795	$16,490,515	$17,848,879	$18,741,323	$19,678,389	$20,662,308	$21,695,424	$22,780,195	
381	Plumbing	$953,052	$1,321,338	$1,129,105	$1,107,132	$1,198,329	$1,258,245	$1,321,158	$1,387,216	$1,456,576	$1,529,405	
382	Professional Services and Salary	$3,621,181	$5,020,508	$4,290,106	$4,206,619	$4,553,128	$4,780,785	$5,019,824	$5,270,815	$5,534,356	$5,811,074	
383	Roof Systems	$3,809,413	$5,281,478	$4,513,108	$4,425,282	$4,789,803	$5,029,293	$5,280,758	$5,544,796	$5,822,035	$6,113,137	
384	Site Projects	$508,294	$704,714	$602,189	$590,471	$639,109	$671,064	$704,618	$739,849	$776,841	$815,683	
	Total Deferred Capital Expense and Maintenance	$36,633,506	$50,789,733	$43,400,650	$42,556,059	$46,061,505	$48,364,580	$50,782,809	$53,321,950	$55,988,047	$58,787,450	$0
	Total Annual 10-Year Plan Expenditures	$39,881,526	$54,535,194	$47,046,474	$46,105,258	$49,717,180	$52,129,926	$54,661,115	$57,316,605	$60,102,542	$63,025,379	$0

End of Worksheet

Request for Board Action

Item Title
Resolution regarding the transfer of capital funds to CDD-related capital investments

Recommended Motion
I move the resolution regarding the transfer of capital funds to CDD-related capital investments

Requesting Division
Operations

Item File Number
2020-0032

Meeting Date for Action
6/9/2020

Reason for Board Action
Required by Policy

Background
Capital bond proceeds from multiple fiscal years were allocated to the Kenwood Elementary kitchen/lunchroom/entrance project scheduled for construction to start in 2021.

In proposing a 5-year Capital Project Plan (FY2021-2025) that aligns with the strategic direction of the Comprehensive District Design, the Operations Division is recommending that the timing of this project be delayed and the $6,146,440 of bond funds be reallocated to the North High School CTE project.

Moving capital funds from one funded project to another requires Board authorization in accordance with Minnesota Statute 475.65. The accompanying resolution will meet the requirement of the statute.

Timeline/Next Steps
Board of Education approval in June 2020.

SPECIAL SCHOOL DISTRICT NO. 1

Board of Education

June 9, 2020

RESOLUTION AUTHORIZING TRANSFER OF CAPITAL FUNDS

WHEREAS, Minneapolis Public Schools seeks to improve schools using capital funds to design, build and renovate schools, and

WHEREAS, the necessary capital investments related to the Comprehensive District Design will require reprioritization of current project funds, and

WHEREAS, Kenwood Elementary School has a 2020 funded project for kitchen and lunchroom improvements and an entrance remodel, and

WHEREAS, the Operations department, in aligning the 5-year Capital Project Plan (FY2021-2025) to the strategic direction of the CDD, is reprioritizing the timing of this project, and

WHEREAS, Minnesota Statute 475.65 allows for capital fund transfers from a cancelled project to an existing need.

NOW, THEREFORE BE IT RESOLVED, that the Minneapolis School Board hereby authorizes the transfer of capital funds from the 2020 Bond sale for the Kenwood Elementary kitchen/lunchroom/entrance project in the amount of $6,146,440 to the North High School CTE project. The Kenwood Elementary project will be delayed indefinitely.

Signed by:

_____ _____

Kim Ellison — Date
Board of Education Chairperson

_____ _____

Josh Pauly — Date
Board of Education Clerk

2020-0032

Request for Board Action

Item Title
Resolution amending policies 5262 and 6130 and repealing policies 6120 and 5263

Recommended Motion
I move approval of the resolution amending policies 5262 and 6130 and repealing policies 6120 and 5263

Requesting Division
Communications, Engagment, External Relations

Item File Number
2020-0027

Meeting Date for Action
5/12/2020 (First Reading)
6/9/2020 (Vote)

Reason for Board Action
Adopting, Amending, or Repealing Policy

Background
Minneapolis Public Schools is committed to the goal of creating a system in which all students and families, particularly those with the greatest need, have equal access to the best possible education and experience in our district's schools.

The Minneapolis Public Schools Accountability, Research, and Equity department supported by the Office of Student Placement completed an Equity and Diversity Impact Assessment (EDIA) of the district's policies that relate to the placement of students in our schools, which was presented to the Board on November 28, 2019. In response to those findings and in conjunction with the Comprehensive District Design, staff have begun the work of reviewing all policies that are directly and indirectly related to choice and placement in the District to ensure that support our values of equity. Likewise staff are reviewing any related administrative regulations also using an equity lens.

The proposed revisions and repeals, summarized below, were recommended by the Policy Committee at its April 28, 2020 meeting.

Policy	***Summary/Purpose***	***Recommendation***
6120 (Educational Choices)	The purpose of this policy is to express the availability of educational choices for families enrolling their students in Minneapolis Public Schools.	**Recommend repeal of policy and corresponding regulations.** Covered in Policy 5262, which would be renamed *School Choice and Assignment of Students to Schools.*
5262 (Assignment of Students to Schools)	The purpose of this policy is to establish the authority of the Superintendent to assign students to district schools, provide guidance to staff, and assure fair and consistent information to families about the organizing principles for assignment of students to schools.	**Recommend revision and renaming**. Recommend revision and renaming. Also strengthened language to signal the Board's value around integration, diversity and inclusion.
6130 (Organizational Plan)	Establishes the configurations of district schools, and authorizes the Superintendent to recommend configurations as alternates to those established.	**Recommend revision.**
5263 (Sibling preference)	The purpose of this policy is to strengthen the relationship between families and school communities by giving enrollment preferences to siblings of currently enrolled students.	**Recommend repeal of policy and corresponding regulations** (R5263A). Sibling preference would not be contained in placement protocols R5262 A

Timeline/Next Steps

The recommended changes will have their first readings at the May board meeting and a vote at the June board meeting.

SPECIAL SCHOOL DISTRICT NO.1
Board of Education

June 9, 2020

RESOLUTION AMENDING POLICIES 5262 AND 6130 AND REPEALING 6120 AND 5263

WHEREAS, Minneapolis Public Schools is committed to the goal of creating a system in which all students and families, particularly those with the greatest need, have equal access to the best possible education and experience in our district's schools; and

WHEREAS, the MPS Accountability, Research, and Equity department supported by the Office of Student Placement completed an Equity and Diversity Impact Assessment (EDIA) of the district's policies that relate to the placement of students in our schools; and

WHEREAS, this assessment recommended changes to the policies, regulations, and practices of the placement of students in schools; and

WHEREAS, the Policy Committee of the Board joins the Superintendent in recommending these changes.

NOW, THEREFORE, BE IT RESOLVED, that the Minneapolis School Board, Special School District No. 1, hereby amends policies 5262 and 6130 and repeals policies 6120 and 5263.

Signed by:

_____ _____
Kim Ellison Date
Board of Education Chairperson

_____ _____
Josh Pauly Date
Board of Education Clerk

2020-0027

Policy 5262 School Choice and Assignment of Students to Schools

Policy 5262 Original Adoption: 08/13/1985

Effective Date: 09/15/2010 Revision Dates: 06/13/2000, 09/14/2010

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I. PURPOSE The purpose of this policy is to express the District's value of providing an array of educational choices for families enrolling their students in Minneapolis Public Schools.

Additionally, this policy is to ~~establish~~ establish the authority of the Superintendent to create both a student placement system and accompanying mechanisms that provide ~~assign students to district schools, provide guidance to staff, and~~ equitable access to ~~assure fair and consistent~~ information to families about ~~the organizing principles for assignment of students to schools~~ how schools are organized, which schools or programs may best fit their child's educational needs, and the process by which children can be placed in a specific school or program.

II. GENERAL STATEMENT OF POLICY

A. Minneapolis Public Schools supports a broad array of public education programs designed to meet the diverse needs of its learners.

B. School choice and student placement in MPS will support a citywide system of community schools that is equitably invested in and that provides predictable and fair access to high quality schools in all of the city's communities.

C. Minneapolis Public Schools also supports the establishment of a magnet school system highlighting a specific theme or approach to instruction. Magnet schools will be organized to specifically promote citywide, integrated learning environments and placement in these schools will be governed by a lottery process that will aim to produce economic integration that mirrors the

district average. Magnet schools shall be equitably accessed by all MPS students by District-supported transportation.

D. Assignment to an MPS school or program may be affected by such factors as location(s) of the program, space availability, student residence and student need.

~~The Superintendent is authorized to create placement protocols to assist in the fair and consistent placement of students in schools.~~

~~B~~E. To the extent possible, all school choice and placement guidelines and practices will prioritize the placement of students based upon their educational needs and the values stated above. However, nothing in this policy [or its accompanying regulations] will supersede the District's goal of creating integrated learning environments.

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F. MPS will continue to support the right of parents and guardians to apply to the school(s) that they feel best meet the needs of their student(s), however, certain placement protocols will be applied if the school(s) chosen is outside of the family's designated attendance area.

~~Insofar as possible students enrolling in Minneapolis Public Schools shall be assigned to schools based upon: 1. educational needs of the student, 2. timely indication of parent or guardian choice of school, 3. the attendance area designated for the student's residence, 4. available space, 5. district integration goals and 6. other protocols established by the Superintendent.~~

~~C. The Superintendent shall report on assignment protocols to the Board of Education no less than annually.~~

III. RESPONSIBILITY

A. The Superintendent is authorized to create administrative regulations and placement protocols to facilitate the equitable placement of students in schools and programs.

~~The Superintendent is authorized to promulgate regulations to implement this policy.~~

B. The Superintendent shall regularly report on the effectiveness of the student placement system.

C~~B~~. The Superintendent, or Superintendent's designee, shall ~~publish~~ distribute the placement protocols ~~annually~~regularly in the predominate languages spoken by students and families in the District using multiple formats~~.~~

Legal References: Minn. Stat. §120A. 36 (School Attendance) Minn. Stat. §124D.896 (Desegregation/Integration and Inclusive Education Rules) Minn. Rules § 3535.0100 – 3535.0180 (Integration/Desegregation Rules)

Cross References:

MPS Policy 5260 (School Attendance Areas)

MPS Policy 5261 (Desegregation)

~~MPS Policy 5263 (Sibling Preference)~~

MPS Policy 5741 (Special Education Placement)

MPS Policy 6120 (Educational Choices)

MPS school guides (annual publications)

5262
School Choice and Assignment of Students to Schools

Policy 5262

Original Adoption: 08/13/1985 Effective Date: 07/01/2020
Revision Dates: 06/13/2000, 09/14/2010, 06/09/2020

I. PURPOSE

The purpose of this policy is to express the District's value of providing an array of educational choices for families enrolling their students in Minneapolis Public Schools.

Additionally, this policy is to establish the authority of the Superintendent to create both a student placement system and accompanying mechanisms that provide equitable access to information to families about how schools are organized, which schools or programs may best fit their child's educational needs, and the process by which children can be placed in a specific school or program.

II. GENERAL STATEMENT OF POLICY

A. The Minneapolis Public Schools supports a broad array of public education programs designed to meet the diverse needs of its learners.

B. School choice and student placement in MPS will support a citywide system of community schools that is equitably invested in and that provides predictable and fair access to high quality schools in all of the city's communities.

C. Minneapolis Public Schools also supports the establishment of a magnet school system highlighting a specific theme or approach to instruction. Magnet schools will be organized to specifically promote citywide, integrated learning environments and placement in these schools will be governed by a lottery process that will aim to produce economic integration that mirrors the district average. Magnet schools shall be equitably accessed by all MPS students by District-supported transportation.

D. Assignment to an MPS school or program may be affected by such factors as location(s) of the program, space availability, student residence and student need.

E. To the extent possible, all school choice and placement guidelines and practices will prioritize the placement of students based upon their educational needs and the values stated above. However, nothing in this policy or its

accompanying regulations will supersede the District's goal of creating integrated learning environments.

F. MPS will continue to support the right of parents and guardians to apply to the school(s) that they feel best meet the needs of their student(s), however, certain placement protocols will be applied if the school(s) chosen is outside of the family's designated attendance area.

III. RESPONSIBILITY

A. The Superintendent is authorized to create administrative regulations and placement protocols to facilitate the equitable placement of students in schools and programs.

B. The Superintendent shall regularly report on the effectiveness of the student placement system.

C. The Superintendent, or Superintendent's designee, shall distribute the placement protocols regularly in the predominate languages spoken by students and families in the District using multiple formats

Legal References:
Minn. Stat. §120A. 36 (School Attendance)
Minn. Stat. §124D.896 (Desegregation/Integration and Inclusive Education Rules)
Minn. Rules § 3535.0100 – 3535.0180 (Integration/Desegregation Rules)

Cross References:
MPS Policy 5260 (School Attendance Areas)
MPS Policy 5261 (Desegregation)
MPS Policy 5741 (Special Education Placement)

MPS school guides (annual publications)

5263
Sibling Preference

Policy 5263

Original Adoption: 08/13/1985 Effective Date: 09/15/2010
Revision Dates: 02/26/1991, 06/13/2000, 09/14/2010

I. PURPOSE

Minneapolis Public Schools supports a broad school choice program of magnet and community schools. The school choice program allows families to enroll siblings at the same school and strengthens the relationship between the family and their school community.

II. GENERAL STATEMENT OF POLICY

A. Minneapolis Public Schools offers sibling preference for both older and younger siblings when selecting students for a specific elementary, middle, high or K-8 school subject to space availability.

B. Sibling preference is available to employees who request enrollment for their children in a district school.

III. RESPONSIBILITY

A. The Superintendent is authorized to promulgate regulations to implement this policy.

B. The Superintendent shall publish the sibling preference policy and regulations at least annually.

Legal References:
Minn. Stat. §123B.02 (General Powers of Independent School Districts)

Cross References:
MPS Policy 5260 (School Attendance Area)
MPS Policy 5261 (Desegregation)
MPS Policy 5262 (Assignment of Students to Schools)
MPS Policy 5291 (Education of Homeless Children)
MPS Policy 5744 (Special Education Placement Policy)

MPS Regulation 5263 A (Definitions: Sibling Preference)

6120
Educational Choices

Policy 6120

Original Adoption: 12/16/1975 Effective Date: 09/15/2010
Revision Dates: 08/27/1985, 06/13/2000, 09/14/2010

I. PURPOSE

The purpose of this policy is to express the availability of educational choices for families enrolling their students in Minneapolis Public Schools.

II. GENERAL STATEMENT OF POLICY

A. Minneapolis Public Schools supports a broad array of public education programs.

B. Minneapolis Public Schools provides special program sites to meet individual needs and also sponsors charter schools and enters into contracts with other educational service providers, when appropriate, to expand educational opportunities for students and families.

C. Assignment to a student's program preference is affected by location(s) of the program, space availability, student residence and student need.

III. RESPONSIBILITY

A. The Superintendent is authorized to promulgate regulations to implement this policy.

B. The Superintendent shall publish an annual K-12 school guide describing District programs and choices available to families.

C. The Superintendent shall make a report on educational choice no less than annually.

Legal References:
Minn. Stat. § 120A.36 (School Attendance)
Minn. Stat. § 123B.02, Subd. 2 (General Powers of Independent School Districts)

Cross References:
MPS Policy 5700 (Special Education)
MPS Policy 5741 (Special Education Placement Policy)
MPS Policy 5120 (Age of Entrance)
MPS Policy 5260 (School Attendance Areas)
MPS Policy 5261 (Desegregation)
MPS Policy 5262 (Assignment of Students to Schools)

MPS Policy 5263 (Sibling Preference)

MPS Regulation 5290.B.II (Cost of Schooling-Children of District Employees)
MPS school guides (annual publications)

Minneapolis Public Schools Policy 6130: Grade Configuration and System Organization

Policy Adopted: 4/25/67 Revised: 3/28/72 12/16/75 8/13/85 6/13/00

~~**ORGANIZATIONAL PLAN**~~

I. GENERAL PURPOSE Schools shall be organized to serve the educational needs of students with a program of instruction from Pre-kindergarten through grade 12.

II. GENERAL STATEMENT OF POLICY Minneapolis Public Schools shall be classified as follows:

At the district level, consideration should be given to alterations in grade configurations that equitably benefit students, or make sense given physical and financial constraints. The instructional program will comply with all requirements and expectations established by law and the regulations of the Minnesota Board of Education. Instruction will be arranged in units commonly designated as grades. Grades will be organized into schools or programs as follows: • Elementary schools will typically have a grade organization plan of prekindergarten through fifth. The middle schools will typically consist of grades six through eight. High schools will typically have a grade organization plan of nine through twelve. (Grade configurations for the various levels of school are general in nature and may be varied where circumstances dictate.) • All schools in the District will be organized with reference to an aligned program of instruction and be operated as an integrated school system under the general direction of the Superintendent or designee.

~~A. Elementary schools with a program from kindergarten through grade five, or any portion thereof. Units with more than or less than six grades may be organized to fit the needs of a particular locality or program.~~

~~B. K-8 schools with both elementary (K-5) and secondary (6-8) programs.~~

~~C. Secondary school means any school ordinarily in grade six through twelve or any portion thereof such as: 1. Middle schools with grades six, seven and eight. 2. Senior high schools with grades nine through twelve.~~

~~C. Other grade organizations as may be recommended by the Superintendent.~~

Legal References: M.S. 120A.05, Subd. 9, 11, 13

Cross References: Policy 5700, Student with Disabilities

6130
Grade Configuration and System Organization

Policy 6130

Original Adoption: 04/25/1967 Effective Date: 07/01/2020
Revision Dates: 03/28/1972, 12/16/1975, 08/13/1985, 06/13/2000, 06/09/2020
Review Dates:

I. PURPOSE

Schools shall be organized to serve the educational needs of students with a program of instruction from Pre-kindergarten through grade 12. Consideration shall be given to grade configurations that equitably benefit students, or make sense given physical and financial constraints in establishment or alteration of a school's grade configuration. The purpose of this policy is to establish the values of the board to establish schools that equitably benefit students, and that serve the educational needs of students.

II. GENERAL STATEMENT OF POLICY

A. The instructional program will comply with all requirements and expectations established by law and the regulations of the Minnesota Board of Education.

B. Instruction will be arranged in units commonly designated as grades.

C. Grades will be organized into schools or programs as follows:

1. Elementary schools will typically have a grade organization plan of prekindergarten through fifth grade.
2. Middle schools will typically have a grade organization plan of grades six through eight.
3. High schools will typically have a grade organization plan of grades nine through twelve.
4. Grade configurations for the various levels of school are general in nature and may be varied by the Superintendent or designee where circumstances dictate.

B. All schools in the District will be organized with reference to an aligned program of instruction and be operated as an integrated school system under the general direction of the Superintendent or designee.

Legal References:
Minn. Stat. §120A.05, (Definitions)
Subds. 9, (Elementary School), 11 (Middle Schools), 13 (Secondary Schools)

Cross References:
MPS Policy 5260 (School Attendance Areas)
MPS Policy 5262 (Assigning Students to Schools)
MPS Policy 5700 (Special Education)
MPS Policy 5741 (Education Placement)

Request for Board Action

Item Title

Approval of the following Minneapolis Federation of Teachers – Educational Support Specialists, Local 59 (MFT-ESP) collective bargaining agreement for 2019-2021.

Recommended Motion

Moved that the Board accepts the bargaining agreement recommendation and authorizes the appropriate Board officer(s) or School District administrator(s) to sign all documents necessary to effectuate this agreement.

Requesting Division

Human Resources

Item File Number

2020-06-ER-CBA-ESP

Meeting Date for Action

June 9, 2020

Reason for Board Action

Collective Bargaining Agreement

Background

This bargaining agreement (union contract) contains the terms and conditions of employment for the Minneapolis Federation of Teachers – Educational Support Specialists, Local 59 (MFT-ESP) for the years 2019-2021

Timeline/Next Steps

Upon Board approval, effective per date listed

SPECIAL SCHOOL DISTRICT NO. 1
Board of Education

June 9, 2020

RESOLUTION REGARDING APPROVAL OF THE 2019-2021 COLLECTIVE BARGAINING AGREEMENT BETWEEN SPECIAL SCHOOL DISTRICT NO.1, AND MINNEAPOLIS FEDERATION OF TEACHERS—EDUCATIONAL SUPPORT PROFESSIONALS (MFT-ESP), LOCAL 59

WHEREAS, Special School District No. 1 (District) and Educational Support Professionals (Union) were parties to a collective bargaining agreement for the period of July 1, 2017, through June 30, 2019, and

WHEREAS, the collective bargaining agreement between the District and Union expired on June 30, 2019; and

WHEREAS, the District and Union engaged in collective bargaining negotiations, and reached a tentative agreement on a successor agreement through June 30, 2021; and

WHEREAS, the Union membership voted affirmatively to ratify the successor agreement.

NOW, THEREFORE BE IT HEREBY RESOLVED, that the Board of Directors of Special School District No. 1 hereby approves the collective bargaining agreement between Special School District No. 1, and Educational Support Professionals, effective July 1, 2019, through June 30, 2021.

Signed by:

_____ _____
Kim Ellison Date
Board of Education Chairperson

_____ _____
Josh Pauly Date
Board of Education Clerk

PUBLIC BOARD SUMMARY

SPECIAL SCHOOL DISTRICT NO.1

and

MINNEAPOLIS FEDERATION OF EDUCATIONAL SUPPORT PROFESSIONALS, LOCAL 59

2019-2021

Board meeting – June 9, 2020

Term: Two (2) years, July 1, 2019, through June 30, 2021

Pay: *The provisions below for Year One and Year Two do not apply to the classifications of Special Education Assistant, Bilingual Program Assistant, and Educational Assistant. For these classifications, see the provision regarding Associate Educator (AE) Parity.*

Year one:

- Step increases for all eligible employees effective July 1, 2019
- $1,000 off-schedule lump sum – for all eligible employees currently on Step 6. Employees moving from Step 5 to Step 6 are not eligible for the lump sum

Year two: 3.0% across-the-board wage increase for all eligible employees effective January 1, 2021

Educational Assistant (AE) Parity: Employees in the classifications of Special Education Assistant, Bilingual Program Assistant, and Educational Assistant will achieve wage parity with the Educational Assistant classification through two even increases, effective on January 1, 2020 and January 19, 2021.

Article 3: Salaries – Step Progression

- Eligibility for a step increase in a given job classification has been changed to require that an employee must have been actively employed in that classification for at least one hundred fifty (150) calendar days during the contract year preceding the year in which steps are being awarded. Previous language required that the employee have worked one hundred ten (110) days or more of the given year.

Article 6: Professional Development:

- The parties agree that at least two hours of the contractual twenty-four hours of paid professional development will be allotted specifically for foundational special education training for ESPs working with students receiving special education services.
- Language has been added to clarify or expand the understanding of the scope of paraprofessional work.
- Reimbursement for Professional Certification. Provisions of the current Memorandum of Agreement concerning reimbursement for certification renewal for Occupational and Physical

Therapists (OTA and PTA), will be expanded to provide for full reimbursement and will be incorporated into Article 6.

Article 14: Group Benefits:

- **Life Insurance.** Coverage for Life Insurance and Accidental Death and Dismemberment will each be increased from $20,000 to $35,000.

Article 17: Transfer and Reassignment:

- **Probationary Period for Promotions.** The probation period for employees who obtain promotions to a new classification will change from sixty-five (65) work days to ninety (90) calendar days.

Additional changes – the following changes have also been made to the bargaining agreement:

- 2.1 Addition & discontinuance of various job classifications.
- 19.14.3.b Specific dates have been established for notification of summer school opportunities (April 15th) and application deadline for positions (April 30th).
- Article 25 – Severability. Language clarification only.
- Best Practices MOA – this Memorandum has been extended and updated.

Fiscal Impact:

The increased cost to the District is $5,638,199 (Year one increase x 2, plus year two increase).

Request for Board Action

Item Title
Approval of List A personnel matters

Recommended Motion
Included in consent agenda

Moved that the Board accepts the personnel recommendations and authorizes the appropriate Board officer(s) or School District administrator(s) to sign all documents necessary to effectuate these agreements.

Requesting Division
Human Resources

Item File Number
2020-06-ER-A

Meeting Date for Action
6/9/2020

Reason for Board Action
Personnel

Background
List A includes all hiring actions by the district since the previous Board meeting.

Timeline/Next Steps
Upon Board approval, effective per dates listed

Minneapolis Public Schools

List A: All Employees: Tuesday, June 9, 2020

Hiring - Licensed

Jessica Ackert	Early Contract Hires	Teacher, Elementary	4/13/2020
Joseph Anderson	Early Contract Hires	Teacher, Math	4/13/2020
Cameron Browne	Early Contract Hires	Teacher, Art	4/13/2020
Samantha Burlager	Early Contract Hires	Teacher, Elementary	4/13/2020
Emily Dech	Early Contract Hires	Teacher, Elementary	4/13/2020
Clara Dockter	Early Contract Hires	Teacher, Elementary	4/13/2020
Owen Downs	Early Contract Hires	Teacher, Math	4/13/2020
Molly Gamble	Early Contract Hires	Teacher, Art	4/13/2020
Isabella Haeger	Early Contract Hires	Teacher, Elementary	4/13/2020
Lydia Johnson	Early Contract Hires	Teacher, Elementary	4/13/2020
Deborah Karp-Castrenze	Early Contract Hires	Teacher, TOSA General	4/13/2020
Tanya Ketcham	Early Contract Hires	Teacher, Special Education	4/13/2020
Lizabeth Kilibarda	Early Contract Hires	Teacher, Elementary	4/13/2020
Emily Kishel Cross	Early Contract Hires	Teacher, Special Education	4/13/2020
Jordan Koch	Early Contract Hires	Teacher, Math	4/13/2020
Anna Lehn	Roosevelt High	Teacher, English	4/6/2020
Tyler Martin	Early Contract Hires	Teacher, Elementary	4/13/2020
Laura Mcclendon	Early Contract Hires	Teacher, Science	4/13/2020
Sarah Moen	Early Contract Hires	Teacher, Elementary	4/13/2020
Luke Olson	Early Contract Hires	Teacher, Math	4/13/2020
Tara Ostendorf	Early Contract Hires	Teacher, Special Education	4/13/2020

Minneapolis Public Schools

List A: All Employees: Tuesday, June 9, 2020

Hiring - Licensed

Nora Pederson	Early Contract Hires	Teacher, Math	4/13/2020
Tami Peterson	Early Contract Hires	Teacher, Elementary	4/13/2020
Lacey Robertson	Early Contract Hires	Teacher, Elementary	4/13/2020
Maria Robinson	Early Contract Hires	Teacher, Elementary	4/13/2020
Adelaide Rohrssen	Early Contract Hires	Teacher, Elementary	4/13/2020
Anna Sacks	Early Contract Hires	Teacher, Elementary	4/13/2020
Abigail Schiller	Early Contract Hires	Teacher, Special Education	4/13/2020
Leah Seal-Gray	Early Contract Hires	Teacher, Elementary	4/13/2020
Paige Seegers	Early Contract Hires	Teacher, Elementary	4/13/2020
Jaclyn Semlak	Early Contract Hires	Teacher, Elementary	4/13/2020
Sydney Skroch	Early Contract Hires	Teacher, World Languages (Spanish)	4/13/2020
Jean Smith	Early Contract Hires	Teacher, Special Education	4/13/2020
Samantha Stang	Early Contract Hires	Teacher, Math	4/13/2020
Courtney Stempinski	Early Contract Hires	Teacher, Elementary	4/13/2020
Robin Strand	Early Contract Hires	Teacher, Special Education	4/13/2020
Clare Sutphin	Early Contract Hires	Teacher, Elementary	4/13/2020
Lindsey Thompson	Early Contract Hires	Teacher, Math	4/13/2020
Madeline Weisner	Early Contract Hires	Teacher, Elementary	4/13/2020

Hiring - Non Licensed

Leticia Lucero	Early Childhood Education Program 2	Associate Educator	5/18/2020
Chemeng Yang	Engineers, Zone 2	Custodian	5/19/2020

Minneapolis Public Schools

List A: All Employees: Tuesday, June 9, 2020

Hiring - Non Licensed

Abdiwali Yusuf	Extended Learning	Materials Handler	5/19/2020

Request for Board Action

Item Title
Contract with ACT, Inc.

Recommended Motion
Included in Consent Agenda

Requesting Division
Academics

Item File Number
2020-4400000559

Meeting Date for Action
6/9/2020

Reason for Board Action
Contract over $100,000

Background
ACT Test, Content, and Reporting for District Testing Administration

Timeline/Next Steps
Need June 9th approval

Contract Amount
$104,000.00

Contract Term
July 1, 2020 – June 30, 2021

Contract Type
Master

RFP Status
Single Source, RFP Not Required

DocuSign Envelope ID: 4DC35BC2-9617-408E-B4CB-755D0106AF91

ACT®
Terms and Conditions

These Terms and Conditions are a binding legal Agreement ("Agreement") between ACT, Inc., a non-profit corporation having a principal place of business at 500 ACT Drive, Iowa City, IA 52242 ("ACT") and MINNEAPOLIS PUBLIC SCHOOL DISTRICT, having an address of 1250 W BROADWAY AVE, MINNEAPOLIS, MN 55411-2533 ("Customer"). ACT provides a variety of products and services to help individuals achieve education and career success ("Assessments and Services"). This Agreement provides the terms and conditions pursuant to which the Assessments and Services are offered to Customer by ACT. Each Assessment and Service ordered by Customer will also be subject to Supplemental Terms and Conditions applicable to such product or service. By ordering and using ACT Assessments and Services, Customer expressly agrees to these Terms and Conditions, and the Supplemental Terms and Conditions for each Assessment and Service.

1. Term: This Agreement shall commence on the date an Enrollment Form or Order for Assessments and Services is placed by Customer and shall remain in effect for one year. To the extent Customer has elected to enroll for three years, this Agreement will remain effective to govern all Assessments and Services provided through the full enrollment period.

2. Services to be Provided: The Assessments and Services will be provided pursuant to ACT's standard delivery specifications and requirements, as indicated in the Supplemental Terms and Conditions for each Assessment and Service ordered, attached and incorporated herein.

3. Payment Terms: Customer agrees to pay ACT the amounts set forth in the Supplemental Terms and Conditions for the delivery of the Assessments and Services. Customer shall make all payments within thirty (30) days of receipt of an invoice from ACT. Customer will pay a service fee of one percent (1%) per month or the maximum rate allowed by law, whichever is less, on any fees not paid when due under this Agreement. Please note that ACT may place your order on hold for issues related to credit or outstanding invoices. All invoices shall be sent to the "Bill-To" address identified by Customer on the Enrollment Form. Customer warrants and represents that the Bill-To entity and address identified in the Enrollment Form is responsible for making payment on Customer's account. To the extent the Bill-To address/entity identified in the Enrollment Form fails to make payment, ACT shall send the invoice to Customer's address and Customer shall be obligated to make payment immediately. Customer shall be responsible for any sales, use, or other taxes due as a result of any fees paid to ACT under this Agreement, unless Customer is exempt from tax as evidenced by a valid tax exemption certificate provided to ACT. Customer shall promptly provide ACT with Customer required purchase order, as applicable, prior to the scheduled delivery of Assessments and Services.

4. Ownership of Materials: ACT owns the Assessments, including but not limited to, paper based or online assessment documents, testing materials, administration and registration materials, publications, data, reports, documentation, related materials, trademarks and all associated intellectual property rights, including any and all derivatives or modifications created during the term of this Agreement (collectively, the "ACT Materials"). Except as expressly granted in a Supplemental Terms and Conditions, Customer does not acquire any right, title, or interest in or to the ACT Materials. Customer shall not copy, modify, enhance, reverse engineer, or make any addition to the ACT Materials. Customer may not sell or otherwise transfer the ACT Materials to any other person, provided however that Customer may provide the Assessments to authorized, registered examinees and its personnel solely for testing and interpretation purposes. Customer may not (a) use the ACT Materials for any other purpose, (b) assign, license, sell, loan, lease, or otherwise transfer the ACT Materials in whole or in part, (c) authorize or allow a third party to use the ACT online test and Services or ACT

Materials, (d) copy, or allow anyone else to copy, in whole or in part, the ACT Materials, or (e) modify, reverse engineer, decompile, or disassemble the ACT online system or Materials.

5. Confidentiality: Customer agrees that neither it nor its employees shall at any time during or following the Term, either directly or indirectly, publish, display or otherwise disclose to any person, organization, or entity in any manner whatsoever any ACT Materials, except as strictly necessary for Customer to use the ACT Materials for their intended purpose under this Agreement. Customer shall protect the ACT Materials in accordance with ACT's procedures and using a standard of care appropriate for secure test materials. To the extent Customer believes a statutory 'Freedom of Information Act' provision requires the public release of ACT Materials, Customer will provide ACT with notice of such request and allow ACT a reasonable time to petition for an exemption to the public release. All ACT Materials shall be and remain the property of ACT notwithstanding the subsequent termination of this Agreement. The ACT Materials shall, within ten (10) days of ACT's written request, be returned to ACT (including all copies).

6. Testing Procedures: Customer agrees to administer the Assessments and Services in accordance with all policies and procedures provided by ACT. Customer shall store the ACT Materials at secure location(s) approved by ACT. Customer agrees that all used and unused ACT Materials will be returned to ACT, in accordance with the policies and procedures provided by ACT, for scoring and/or processing. Customer agrees to fully cooperate with ACT, and cause those individuals involved in the administration of or preparation for the Assessments ("Administration Staff") to fully cooperate with ACT in the event of a test security incident. Customer acknowledges that failure to maintain the confidentiality of the Assessments will result in damages to ACT and may require ACT to develop a replacement form. Accordingly if through the fault of Customer or Administration Staff, the security of an Assessment is compromised, Customer agrees to pay ACT the costs of developing a new form in addition to any other remedies under the law. ACT may, in its sole and absolute discretion, cancel scores in cases of testing irregularities, which may include without limitation, use of a compromised test form, falsification by an examinee of his/her identity, impersonation of another examinee (surrogate testing), unusual similarities in the answers of examinees at the same test center, or other indicators that the test scores may not accurately reflect the examinee's level of educational development.

7. Online Assessment System: Some Assessments and Services are provided through an Online Assessment System. ACT will provide Customer with access to the Online Assessment System solely for the purpose of assessing Examinees at authorized test centers and using the ACT Materials solely in connection with the authorized administration of the Assessments. ACT has scheduled maintenance windows during which the Online Assessment System may be unavailable to Customer to allow for routine updates and maintenance. ACT publishes the times of the maintenance windows periodically on its website. ACT also reserves the right to make the Online Assessment System unavailable for unscheduled maintenance. ACT shall not be responsible for any damages or costs incurred by Customer, if any, for such downtime. The Online Assessment System may be modified or updated from time to time at ACT's sole discretion. ACT may charge a fee for new or optional services made available through the Online Assessment System, subject to written agreement of the Customer. Additional requirements regarding the Online Assessment System applicable to specific Assessments and Services may be included in each applicable Supplemental Terms and Conditions.

8. Data: The parties acknowledge and agree that ACT may use and disclose the data collected from the administration of the Assessments, as set forth in ACT's Privacy Policy available at www.act.org/privacy, as amended from time to time.

9. Limitation on Damages: THE LIABILITY OF ACT AND ANY ACT AFFILIATE OR LICENSOR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT CUSTOMER HAS PAID HEREUNDER DURING THE APPLICABLE CONTRACT TERM. IN NO EVENT SHALL ACT OR ANY ACT AFFILIATE OR LICENSOR BE LIABLE TO CUSTOMER FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES.

10. Warranty and Limitations: ACT WARRANTS THAT THE ASSESSMENTS HAVE BEEN DEVELOPED IN ACCORDANCE WITH AND THE SERVICES WILL BE PERFORMED IN A MANNER CONSISTENT WITH INDUSTRY STANDARDS. EXCEPT AS SET FORTH IN THIS SECTION, ACT EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND OR NATURE, EXPRESS OR IMPLIED AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USE OF TRADE. CUSTOMER WARRANTS THAT CUSTOMER HAS OBTAINED ALL NECESSARY PERMISSIONS FOR THE DELIVERY OF ASSESSMENT SERVICES AND THE ASSESSMENTS AND THAT CUSTOMER WILL USE, DELIVER, AND HANDLE DATA FROM THE ASSESSMENT SERVICES, AND WILL TAKE NECESSARY STEPS TO ASSIST ACT OR ITS AFFILIATES OR LICENSORS TO USE, DELIVER, AND HANDLE DATA FROM THE ASSESSMENT SERVICES, CONSISTENT WITH APPLICABLE LAWS, RULES, AND REGULATIONS.

11. Termination and Cancellation: Either party may terminate this Agreement upon written notice to the other party in the event that other party breaches its obligations under this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of such breach. This Agreement may also be terminated without cause at any time by either party giving thirty (30) days written notice to the other. Customer's participation in the Assessments and Services designated in a Supplemental Terms and Conditions will be automatically cancelled, and this Agreement will be deemed terminated without further notice if Customer fails to meet the Key Deadlines and provide the required information necessary for ACT to provide the Assessments and Services, as indicated in the Supplemental Terms and Conditions. Customer shall pay ACT for all Assessments and Services delivered through the date of termination. Upon termination of this Agreement for any reason, Customer shall immediately discontinue use of the ACT Materials and shall immediately return all copies of the ACT Materials in its possession. Upon the expiration or termination of this Agreement, the obligations set forth in the following provisions of the Agreement shall survive: Payment, Ownership of Materials, Confidentiality, Testing Procedures, Data, Limitation on Damages and Warranty and Limitations.

12. Force Majeure: ACT shall not be liable to Customer for any delay or failure to perform, which delay or failure is due to causes or circumstances beyond its control, including, without limitation, the actions of Customer, national emergencies, fire, flood, inclement weather, epidemics, or catastrophe, acts of God, governmental authorities, or parties not under the control of ACT, insurrection, war, riots, or failure of transportation, communication, or power supply. ACT shall exercise commercially reasonable efforts to mitigate the extent of the excusable delay or failure and its adverse consequences; provided, however, that should any such delay or failure continue for more than sixty (60) days, the Agreement may be terminated by either the party upon notice to the other.

13. Assignment: This Agreement may not be assigned by Customer without the express prior written consent of ACT. No permitted assignment shall relieve Customer of its obligations under the Agreement.

14. Relationship of the Parties: The parties to this Agreement are independent contractors. Neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other.

15. No Third-Party Beneficiaries: The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of the Parties based upon this Agreement.

16. Severability; Headings; Governing Law: Should any provision of this agreement be held by a court to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Agreement shall remain in full force and effect. Headings used in the Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. This Agreement shall be governed by the laws of the State of Iowa.

17. Entire Agreement: This Agreement, including all incorporated or referenced Supplemental Terms and Conditions, constitutes the entire agreement between the parties with respect to the Assessments and Services and supersedes all other prior agreements and understandings, both written and oral. The terms and conditions contained in this Agreement are the only conditions applying to the delivery of the Assessments and Services. Except as may be incorporated in a Supplemental Terms and Conditions, ACT expressly objects to and rejects any different or additional terms included in Customer's request for proposal, quotation, purchase order, acknowledgment form, or other documents that purport to bind the parties. Certain Assessments and Services may be subject to additional or different terms and conditions, which are set forth in the Supplemental Terms and Conditions. No waiver, consent, modification, or amendment to this Agreement shall be binding unless in writing and signed by both parties.

18. Notices: Notices under this Agreement shall be deemed to be adequate and sufficient notice if given in writing and delivered via (a) registered or certified mail, postage prepaid, in which case notice shall be deemed to have been received three business days following deposit to U.S. mail; or (b) a nationally recognized overnight air courier, next day delivery, prepaid, in which case such notice shall be deemed to have been received one business day following delivery to such nationally recognized overnight air courier. All notices shall be sent to ACT at the following address: ACT, Inc. 500 ACT Drive, P.O. Box 168, Iowa City, Iowa 52243-0168, Attention: General Counsel. All notices to Customer shall be sent to the address provided by Customer in the Enrollment Form.

19. Customer Authorization: The Customer’s named representative placing this Order, and agreeing to the terms and conditions, represents and warrants (a) that it has the requisite authority to enter into this Agreement; and (b) that the individual(s) signing this Agreement on behalf of such party is (are) authorized to do so.

By signing below or by the use of electronic signature(s), the parties’ authorized representatives hereby indicate their authority to execute, and acceptance of the terms and conditions of this Description of Services, incorporated into the Agreement.

DocuSign Envelope ID: 4DC35BC2-9617-408E-B4CB-755D0106AF91

ACT, Inc.

Signature: Charlie Astorino

Name: Charlie Astorino

Title: President, Measurement

Date: 5/19/2020

MINNEAPOLIS PUBLIC SCHOOL DISTRICT

Signature: _____

Name: Kim Ellison

Title: Board Chair

Date: 06/09/2020

DocuSign Envelope ID: 4DC35BC2-9617-408E-B4CB-755D0106AF91

ACT® District Testing Program Supplemental Terms and Conditions

1. ACT District Testing. ACT will support the Customer's administration of the ACT assessments to its eligible 10th, 11th, and/or 12th grade students. Under the Agreement "the ACT" is used to refer to paper-based and/or online assessments that include English, Mathematics, Reading and Science assessments, as well as an Interest Inventory. The ACT taken with the Writing assessment is included, if selected by Customer on the ACT District Testing Enrollment Form ("Enrollment Form"), for an additional fee (collectively "Services"). Customer may administer the ACT during the available Testing Windows selected by Customer on the Enrollment Form, or otherwise noted on the ACT District Testing Website available at: https://success.act.org/s/article/The-ACT-District-Testing-Details ("Website"). The Website is periodically updated to provide information for each Testing Window. Customer is required to check the Website regularly for updates regarding the Assessments and Services.

2. Term of Services. ACT will provide ACT District Testing Services for Customer for each Test Window selected by Customer in the ACT online registration system, conditioned upon Customer providing all required information and completing all required actions by the Key Deadlines indicated on the Website. In the event Customer fails to provide required information and data by the Key Dates and Deadlines, ACT will be unable to provide services, and may terminate this Agreement or require Customer to reschedule for an alternate Test Window.

3. Services and Customer Required Actions. ACT will provide Customer with standard ACT District Testing Services, as more fully described on the Website, which may be updated from time to time. The Services will include test administration, scoring, and reporting services for the ACT. Customer is responsible for regularly reviewing the Website to identify any changes to the Schedule of Events, Key Deadlines, and other customer required actions. To the extent Customer fails to complete any required actions by the Key Deadlines detailed on the Website, ACT may not provide the Services to Customer for the selected Test Window.

4. Fees and Invoicing.

a. Customer Enrollment Determination. The fees owed by Customer for the Services provided for ACT District Testing will be based on the total number of students included in the Customer's SDU file(s) in the ACT Online Platform as of the last day of the Makeup Accommodation Test Window (total "Enrollment"). The Enrollment is not based on the number of assessments eligible to be scored.

b. Fee Calculation. ACT will charge Customer the Unit Price per Student indicated on the Table below for the total Enrollment for the applicable Assessment Option at the applicable Program Price Tier. The applicable Program Price Tier is based on the Customer's percentage of students eligible for the Free and Reduced Lunch Program (FRLP), across all Schools in the Customer's territory or jurisdiction. Customer shall identify its applicable FRLP percentage on its District Testing Enrollment form, and ACT may verify the accuracy of the applicable percentage based on federally reported data.

	ACT without Writing	ACT with Writing
FRLP 0-49%	$46.00	$59.50
FRLP 50-74%	$44.00	$58.50
FRLP 75-100%	$42.00	$56.50

c. Invoicing and Payment. ACT will submit an invoice after the last day of the Makeup Accommodations Test Window, as applicable. The invoice will reflect the total Enrollment and the applicable Fee owed, based on the Program Price Tier for the applicable Assessment Options. ACT will not provide any credits or refunds, including but not limited to refunds or credits for the difference between the Enrollment and the number of scores provided.

d. Fee Waivers. Student fee waivers and vouchers are not accepted as a form of payment for the ACT District Testing program.

5. Computer Requirements. In the event Customer administers the online assessment, Customer will comply with the computer configuration requirements located at http://www.act.org/content/act/en/products-and-services/state-and-district-solutions/act-online-testing.html. Compliant computer configuration is required to properly access and use the ACT Online Assessment System. ACT shall have no liability relating to Customer's failure to comply with ACT's computer requirements. ACT may revise these configuration requirements from time to time in its sole discretion. Customer shall be responsible for implementing any hardware or software updates or changes necessary to meet the revised computer configuration requirements for the Online Assessment System within the time frame set forth in the written or electronic notice from ACT. If Customer cannot implement the required configuration updates, Customer may (a) request paper-based testing in the Online Platform, if timely (b) provide ACT with notice of cancellation of the Services.

6. U.S. Government End Users. The ACT taken online is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire The ACT online system with only those rights set forth herein.

7. Limited Use of Assessments and Services. Subject to this Agreement, ACT hereby grants to the Customer a limited, revocable, non-exclusive, non-transferable, and non-sublicensable right during the term of this Agreement to use the Assessments and Services. All Assessments and Services made available under this Agreement are licensed, not sold, by ACT to the Customer. Except to the extent expressly granted in this Agreement, no rights are granted by ACT under this Agreement.

8. Non-College Reportable Program (*Limited Availability*). To the extent Customer has enrolled in a Non-College Reportable ("NCR") administration of the ACT assessments to its eligible 10th, 11th, and/or 12th grade students, ACT will provide NCR Services as detailed at https://content.act.org/ncr_only/ ("NCR Website"). Customer is obligated to complete the District Testing Program requirements detailed on the NCR Website in order to participate in each applicable NCR test session. To the extent Customer has elected to enroll for three years, this Agreement will remain effective to govern all Assessments and Services provided through the full enrollment period and Customer must enroll in at least one test session during each year. ACT will not report scores earned through the NCR administration of the ACT to colleges, scholarship agencies, or any other entities. The test coordinator must notify examinees that NCR scores are for district assessment purposes only. Students must read and agree to the terms and conditions of testing with NCR materials provided on the front cover of the test booklet by breaking the seal on the test booklet at the time of test administration.

Request for Board Action

Item Title
Contract for Advanced Disposal Services

Recommended Motion
Included in consent agenda

Requesting Division
Operations

Item File Number
2020-4400000533

Meeting Date for Action
6/9/2020

Reason for Board Action
Contract over $100,000

Background
FY21 contract for services with Advanced Disposal to provide trash removal services districtwide.

Timeline/Next Steps
Receive board approval of FY21 contract at 6/9 BOE general session.

Contract Amount
$715,000.00

Contract Term
07/01/20 – 06/30/21

Contract Type
Master

RFP Status
Completed

MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

CONTRACT FOR SERVICES – $25,000 above

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Advanced Disposal Services "Contractor" (collectively "parties") to provide District Waste Management to Plant Operations.

TERM OF CONTRACT

1.1 This Contract is effective on 07/01/2020 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2021, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as **Exhibit A** ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 ***Total Obligation***

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed $715,000.00. Contractor shall

not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 ***Frequency of Invoicing and Terms of Payment***

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable **Exhibit B**. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 ***Taxes.***

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 ***Fund Availability; Federal Funds Contingency.***

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this

Contract is funded in whole or in part with federal funds, District's payment obligations are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C.Section 5119a and 42 U.S.C. Section 14501-05.

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

7 DATA PRIVACY

7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

8 OWNERSHIP OF MATERIAL

8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRACTOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District

to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. 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 that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

13 INSURANCE

13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above $1,000,000 per occurrence through umbrella or excess coverage.

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILTY

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically

set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1

Division: Plant Operations
Attn: Douglas Hill
1250 W Broadway
Minneapolis, MN 55411
Email: Douglas.Hill@mpls.k12.mn.us

CONTRACTOR

Advanced Disposal Services
Phone: 651-440-5221
Address: 309 Como Ave, St. Paul, MN 55103
Email: Patricia.Cosgrove@AdvancedDisposal.com

ACKNOWLEDGMENT

21.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer

subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

21.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

22 NON-WAIVER

22.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

23 ASSIGNMENT

23.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment, shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

24 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

24.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

25 WARRANTY

25.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further

represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

26 SEVERABILITY

26.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

27 SURVIVABILITY

27.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Kim Ellison

(Printed)

Title: Board Chair

Date: _____

CONTRACTOR NAME

Signature:

Name:
(Printed)

Title:

Date: _____

Exhibit A:

Deliverables:

Resource management (ie, trash, recycling and composting.)

Service Outcome:

To obtain expert management services to prevent, reduce, reuse, recycle compost and process or dispose of all waste generated at District facilities.

Method of Evaluation:

Monthly monitoring through Plant Operations.

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Click or tap here to enter text.

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Request for Board Action

Item Title
Contract for Airport Taxi Cab Corp.

Recommended Motion
Included in Consent Agenda

Requesting Division
Operations

Item File Number
2020-12656

Meeting Date for Action
6/9/2020

Reason for Board Action
Contract over $100,000

Background
FY21 contract for services with Airport Taxi to provide transportation services to MPS students for 2020-2021 school year.

Timeline/Next Steps
Board approval 6/9/2020, routes to be determined and assigned prior to start of school, 9/7/2020

Contract Amount
$1,000,000

Contract Term
7/1/2020-6/30/2021

Contract Type
Master

RFP Status
Completed

CONTRACT FOR SERVICES

($25,000+)

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Airport/Airline Taxi Cab Corp, "Contractor" (collectively "parties") to provide HOMELESS AND HIGHLY MOBILE AND/OR SPECIAL ED INTERDISTRICT TRANSPORTATION FOR 2020-2021 School Year. to D-Ops-Transportation.

1 *TERM OF CONTRACT*

1.1 This Contract is effective on 07/01/2020 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2021, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as Exhibit A ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 ***Total Obligation.***
District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed $1,000,000.00. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 ***Frequency of Invoicing and Terms of Payment.***

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable Exhibit B. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 ***Taxes.***

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 ***Fund Availability; Federal Funds Contingency.***

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Contract is funded in whole or in part with federal funds, District's payment obligations are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C.Section 5119a and 42 U.S.C. Section 14501-05.

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

7 DATA PRIVACY

7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

8 OWNERSHIP OF MATERIAL

8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRATOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except

as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. 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 that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

13 INSURANCE

13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above $1,000,000 per occurrence through umbrella or excess coverage.

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in

providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract, and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILTY

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within ten (10) days of the completion, termination of this Contract, or upon request of the District, whichever occurs first; Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Or, Contractor, upon the request of the

District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

19.2 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1
D-Ops-Transportation
Attn: Lisa Beck
1250 W Broadway
Minneapolis, MN 55411
Email: lisa.beck@mpls.k12.mn.us
Fax:

Airport/Airline Taxi Cab Corp

Attn:_____

Address: _____

Email: _____

Fax: _____

22 ACKNOWLEDGMEN**T**

22.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

22.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

23 NON-WAIVER

23.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

24 ASSIGNMENT

24.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment,

shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

25 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

25.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

26 WARRANTY

26.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

27 SEVERABILITY

27.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

28 SURVIVABILITY

28.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: Kim Ellison, Chair
(Printed)

Title:_____

Date: _____

Airport/Airline Taxi Cab Corp

By: _____

Name:_____
(Printed)

Title:_____

Date: _____

EXHIBIT A: SCOPE OF WORK

Description of Services and Service Delivery

COMPANY ALSO KNOWN AS TRANSPORTATION PLUS-

ON DEMAND SERVICE AS NEEDED AND CALLED FOR IN THE HOMELESS AND HIGHLY MOBILE PROGRAM

AND SPECIAL EDUCATION TRANSPORTATION

HHM MY BE TRANSPORTED VIA TAXI'S RATHER THEN BUSES

Service Outcome

SAFE EFFICIENT SERVICE

Method of Evaluation

WEEKLY MEETINGS AND/OR COORESPONDENCE WITH COMPANY REPRESENTATIVES

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

The payment terms are as follows:

If there are no exhibits:

This Exhibit and page have been intentionally left blank.

Request for Board Action

Item Title
Contract for Bille Bus Transportation, Inc.

Recommended Motion
Included in Consent Agenda

Requesting Division
Operations

Item File Number
2020-12632

Meeting Date for Action
6/9/2020

Reason for Board Action
Required by Law or Regulation

Background
FY21 contract for services with Bille Bus Transportation, Inc. to provide transportation services to MPS students for 2020-2021 school year.

Timeline/Next Steps
Board approval 6/9/2020, routes to be determined and assigned prior to start of school, 9/7/2020

Contract Amount
$5,000,000

Contract Term
7/1/2020-6/30/2021

Contract Type
Master

RFP Status
Completed

CONTRACT FOR SERVICES

($25,000+)

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Bille Bus Transportation, Inc, "Contractor" (collectively "parties") to provide Provide Bus Service for Minneapolis Public Schools Students 2020-2021 to D-Ops-Transportation.

1 *TERM OF CONTRACT*

1.1 This Contract is effective on 07/01/2020 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2021, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

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2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as Exhibit A ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

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District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

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Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Contract is funded in whole or in part with federal funds, District's payment obligations are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

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5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

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6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

7 DATA PRIVACY

7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

8 OWNERSHIP OF MATERIAL

8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRATOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except

as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. 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 that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

13 INSURANCE

13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above $1,000,000 per occurrence through umbrella or excess coverage.

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in

providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract, and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILTY

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within ten (10) days of the completion, termination of this Contract, or upon request of the District, whichever occurs first; Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Or, Contractor, upon the request of the

District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

19.2 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1
D-Ops-Transportation
Attn: Lisa Beck
1250 W Broadway
Minneapolis, MN 55411
Email: lisa.beck@mpls.k12.mn.us
Fax:

Bille Bus Transportation, Inc

Attn:_____

Address: _____

Email: _____

Fax: _____

22 ACKNOWLEDGMENT

22.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

22.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

23 NON-WAIVER

23.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

24 ASSIGNMENT

24.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment,

shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

25 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

25.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

26 WARRANTY

26.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

27 SEVERABILITY

27.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

28 SURVIVABILITY

28.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: Jennifer (on behalf of BOE) Lindquist (on behalf of BOE)
(Printed)

Title:_____

Date: _____

Bille Bus Transportation, Inc

By: _____

Name:_____
(Printed)

Title:_____

Date: _____

Description of Services and Service Delivery

EXHIBIT A: SCOPE OF WORK

I. SERVICE PROVIDER COMPLIANCE REQUIREMENTS

A. Successful Contractors must have all drivers travel over assigned routes on a dry run paid for at the contract rate and report to the principal **or designee** of each school on the route, on weekday(s) prior to the first day of school, which day(s) shall be at the District's option. **PAYMENT FOR THE ROUTE WILL BE DETERMINED BY THE SIGN-IN LOG OR GPS LOG AT EACH SCHOOL SERVED BY THE ROUTE.**

B. In the event that the School District closes school and disrupt normal scheduling due to any labor dispute with an employee organization and the Board, then the District reserves the right upon notice to the Contractor to cancel any service contemplated by this agreement. No payment shall be made to the Contractor for days or periods of time that schools are not in session.

C. In the event that the Contractor is unable to perform service for the District due to any labor dispute between the Contractor and its employees, or, if for any reason the Contractor is unable to perform the service, then the School District reserves the right to permanently reassign any or all routes to other Contractors, to itself, or both

D. The Contractor agrees to comply with all Minnesota Department of Education and Minnesota Department of Public Safety Rules as they exist at all times pertaining to and governing the design, color and operation of school buses operated by contract carriers.

E. Contractor must immediately NOTIFY the Director of Transportation Services or designee of all accidents/incidents involving buses **(personal injury and/or property damage accidents)** operated for the District **AND PROVIDE A COMPLETED ACCIDENT REPORT WITHIN 24 HOURS.** Contractor must follow established procedures for reporting results of accident investigations. Failure to comply may/will result in loss of the route in question.

F. Contractor must immediately NOTIFY the Director of Transportation Services or designee of all complaints and allegations involving bus drivers and/or bus personnel **AND PROVIDE A COMPLETED INCIDENT REPORT WITHIN 24 HOURS.** Failure to comply may/will result in loss of the route in question.

G. Shall actively participate in using District specified software applications that are used to manage transportation operations and automated stop notification system. Specifically these are the District Transportation web site and Synovia's Fleet Tracking, Time and Attendance and "Here Comes the Bus" systems.

Use of these systems include, but not limited to:

- Maintaining an accurate assignment of school session route bus assignments in Synovia Fleet Tracking
- Ensuring that vehicle substitutions or pivot assignments are made before service is provided by either the Driver using the MDT (Mobile Data Terminal) on the bus or using the Synovia Fleet Tracking system

H. All vehicles planned for service shall be equipped with a District supplied communications radio, GPS device and driver Mobile Data Terminal (MDT/tablet)

I. The communications radio, GPS device and driver MDT for all equipped vehicles shall be maintained in working order by the Contractor

J. Service shall only be provided using vehicles that have a District supplied communications radio, GPS device and driver MDT in working order

K. Provide notice to the District of new drivers prior to the driver providing service. The District will then assign and provide a driver identification number to be used with the MDT.

L. Contract driver MDT responsibilities, but not limited to:

- Identify themselves as the operator of a vehicle prior to providing service by logging in to the MDT using a District assigned driver identification number (DIN)
- Specify the service they are going to provide by selecting either the default route assigned to the vehicle or select the route or any portion of a route they are assigned to perform. If a Driver is assigned various runs/trips, prior to performing each trip the driver shall initiate service on the MDT for each trip
- On completion of driver's assigned service, the driver shall log out of the MDT
- Report MDT operational issues to service provider dispatch or maintenance for remediation
- ***No driver shall provide service unless they have a District Assigned driver identification number***

M. Contractor shall provide a vehicle inventory of all vehicles planned to be used to provide service. This includes the vehicle number, vehicle type (i.e., Type A, Type C, Type D or Type III), manufacturer, model year, model, VIN, color, passenger capacity (i.e., regular and wheel chair), license plate number, fuel type and installed District radio serial number (if applicable)

N. Contractor shall notify the District of any vehicles that are equipped with District supplied communications radio, GPS device or MDT that are permanently removed from service

O. Contractor shall return any District supplied equipment for vehicles that are decommissioned and removed from their fleet

P. Contractor will notify the District of any communication radio, GPS device or MDT that is not operating properly

Q. Notification to the District must be provided when Contractor is performing service using a vehicle that is **NOT** equipped with a District supplied radio, GPS device and MDT If the District chooses to not allow service to be provided from the Contractor using the planned vehicle, the District will facilitate a substitution with another Contractor or provide a Board Cover of the service.

R. The contractor agrees to present mid-year performance review demonstrating compliance in all stated expectations of contract, which include, but are not limited to, the following performance areas:

1. Performance
    a. On-time arrival
    b. Customer satisfaction
    c. Customer complaint resolution
    d. Problem solving

2. Contract service requirements
    a. Billing timeliness and accuracy
    b. Accident/Incident reporting
    c. Employee training
    d. Staffing

II. VEHICLES – BUSES AND TYPE IIIs

1. DEFINITIONS (Types of Vehicles)

1. Type C & D School Buses – are buses of more than 10,000 pounds Gross Vehicle Weight Rating (GVWR) having a capacity of more than nineteen (19) pupil passengers. These include the conventional (school bus body attached to a truck chassis), forward control and pusher-type vehicles. All are constructed and equipped to meet the State of Minnesota minimum standards for school buses.

    a. Successful Contractor must be able to provide Type C or D buses designed for carrying not less than 65 passengers, except as noted, where written quotations are requested on a school bus equipped to transport students with disabilities and special needs.

2. Type A or B School Buses – are buses with a gross vehicle weight rating (GVWR) of 10,000 pounds or less, designed for carrying more than ten (10) persons, shall be painted National School Bus Yellow; identified as a school bus, equipped with eightlamp warning system and stop signal arm, and shall operate as a Type A bus.

    a. Successful Contractor must be able to provide Type A or B buses designed for

carrying not less than eighteen (18) persons, except as noted, where written quotations are requested on a school bus equipped to transport students with disabilities and special needs.

3. Type III Vehicles – Type III Vehicles are restricted to vans, and buses having a maximum manufacturer's rated seating capacity of 10 or fewer people, including the driver, and a gross vehicle weight rating of 10,000 pounds or less. "Type III Vehicles" must not be outwardly equipped and identified as a type A, B, C, or D school bus. A van or bus converted to a seating capacity of ten or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.

B. BUSES AND TYPE III VEHICLE REQUIREMENTS

1. The District requires that contract operators provide school buses that have current school bus certification stickers as required by Minnesota law, and conform to Federal Motor Vehicle Safety Standards (FMVSS) that apply to school buses. During the life of the contract, the following age limitations shall apply:

TYPE "D" TRANSIT TYPE BUSES 15 model years
TYPE "C" CONVENTIONAL BUSES 15 model years
TYPE "A" AND "B" BUSES 12 model years
TYPE III VEHICLES 12 model years

At least fifty (50%) percent of the bus equipment, not including replacement and stand-by buses, operating in the District shall not be older than the average of ten (10) years at the start of each contract year.

2. School buses shall comply with all federal and state laws and regulations at all times under this contract.

3. Successful contract Contractor shall maintain one standby vehicle for each ten (10) vehicles specified as being available. If less than ten (10) vehicles are specified as available, one standby unit shall be maintained.

4. Successful contract Contractor shall have enough vehicles available to cover for breakdowns, service, and accident repairs.

5. **The District shall determine required bus and Type III capacity based on route requirements.**

6. If Contractor proposed to furnish new equipment, such new equipment will be provided for service on or before commencing performance and that arrangement for the payment of said new equipment has been made to the seller's satisfaction.

7. If the Contractor proposed to furnish used equipment, Contractor shall provide proof of ownership upon request. All vehicles must be maintained in safe operating condition, and Contractor shall provide that exterior and interior cleanliness be

maintained. Sufficient heat as determined by the District shall be maintained in all vehicles at the time pupils are being transported.
8. Contractor shall provide the District with a complete list and description of buses Designated as available for all categories of service by **August 1st, 2018** and every **August 1** thereafter.

9. All buses must display the following interior signs:
   a. School Bus Rules and Regulations (provided by Minneapolis Public Schools).
   b. "No Smoking Signs" (front and rear of bus).
   c. Safety signs provided by the District.
   d. "Cross ten feet in front of the bus" sign.
   e. Two (2) inch high numerals identifying each row of seat above the right and left side windows from front to rear of each bus. Example: 1-11 on a 65-passenger bus, 1-4 on a Type A school bus.
   f. Cell phone usage sign (provided by Minneapolis Public Schools).

10. All Type "C" and "D" school buses must be equipped with bumper mounted crossing arms. Buses equipped with wheelchair lifts that are scheduled exclusively for curb pickups, are exempt from requiring a crossing arm.

11. Mobile Data Terminal (tablet) operating instruction placard in a conspicuous location for operator reference (placard to be supplied Minneapolis Public Schools)

C. OTHER EQUIPMENT REQUIREMENT

Securement Systems (for wheelchair) mobile seating device occupant shall comply with the **2015 (NSTSP)** National Standards for School Buses and Operators and State of Minnesota rules on minimum standards promulgated in Minnesota Rules 7470.1600. The Contractor shall provide approved car seats, supports and/or protective devices for those students who will require such devices to insure their safe transportation, as provided in Minnesota Rules 7470.1600, subparts 6 and 7:

> "Subp. 6. **Special equipment.** Specially adapted seats, support, or protective devices must be provided for all pupils who require the devices to ensure their safe transportation. These devices must be selected by the school district in consultation with the pupil's parents and on the basis of the specific needs of the individual pupil with a disability.
>
> Subp. 7. **Wheelchair securement.** A school bus used to transport pupils in wheelchairs must be equipped with fastening devices that will hold the wheelchairs securely in a fixed position.
>
> When required, the successful Contractor shall provide approved car seat(s) and/or booster seat(s) according to the needs of the awarded route(s). This equipment shall be kept in satisfactory conditions at all times and replaced at the expense of the Contractor. When the contract bus(s) is/are without the required child seat(s) at any time when school is in session, the District will provide the seat and a $15 per day rental fee (per car seat and/or booster seat) will be billed to the contract bus company until such time that the Contractor can provide its own. The total rental costs will be deducted from the balance of the valid claim for compensation. If the

rented car seat and/or booster seat is returned damaged or in a non-usable condition, the Contractor will be charged for half or full value of the seat based on its age and time of rental.

D. CONDITION OF BUSES AND TYPE III VANS

1. Buses shall be maintained in good operating order and all equipment shall function properly as required by state law. Buses shall be painted the color required by law in the State of Minnesota. The interior, exterior, and windows of a bus shall be kept clean. Each bus shall be swept daily, and the floor and rear windows shall be cleaned daily. Contractor shall indicate the facilities available for cleaning buses.

2. Buses used must be equipped with signs, located in the second right side window, indicating the school name and route number for the convenience of students, parents, and administrators.

E. INSPECTION OF BUSES AND TYPE III VANS

Contractor shall have all buses inspected by the Law Compliance Representatives (LCR) of the Minnesota State Patrol annually as is required by state law. Contractor shall furnish the District's Director of Transportation Services with a copy of the summary of all of the annual and all or any periodic motor vehicle inspection reports prepared by the Minnesota State Patrol showing the inspection sticker that has been attached to each bus. Such forms shall be furnished immediately upon the completion of inspection by the Minnesota State Patrol. In addition to the State Patrol inspection, a special inspection of a school bus may be conducted by District personnel. Corrective action shall be taken by the school bus owner as set forth in the inspection report.

III. DRIVERS

A. DRIVER HIRING

1. Contractor shall furnish the Director of Transportation Services with a list of drivers, current addresses and telephone numbers, and drivers' licenses. The list shall include all drivers assigned to regular school transportation routes and special education transportation routes and shall be provided to the Director not later than one week prior to the first day of the school year.

2. The Contractor must obtain a copy of the applicant's driving record prior to hiring.

3. Driving records must be checked at least **two (2) times** during a school year; **September 15 and January 15** and, **copies of the records shall be available to the District on demand.** The cost for record checks shall be the Contractor's responsibility.

4. The Contractor shall contact the District(s) or carrier(s) who previously employed the driver who is applying for a job or is already licensed as a school bus driver.

5. The District or independent operator may request a driver license examination of any of their drivers. This exam will be conducted by the State.

6. The Contractor must have a drug and alcohol testing program as prescribed by the US Department of Transportation 49 CFR Part 382 *et seq.* **RECORDS SHALL BE AVAILABLE FOR INSPECTION BY THE DISTRICT.**

B. DRIVER OPERATING REQUIREMENTS

Drivers must:

1. Know the exact location of the school assigned and the best route to the agency or institution to be served. Each driver shall carry a current route schedule and route map. Each driver shall be required to wear a photo ID card approved by the District at all times while assigned to a District route.

2. Capability to operate a Mobile Data Terminal (tablet) which includes logging in, selecting route or trip services that they will be providing, checking special education students on/off the bus and logging off.

3. Become familiar with those instructional materials **in the Driver's Handbook** for student management supplied by the District Department of Transportation Services.

4. Become familiar with the route and adhere to the time schedule (drivers shall have in their possession and use an accurate time piece) established by the Department of Transportation Services and make stops designated by the Department only. **No UNSCHEDULED** stops are allowed.

5. Be responsible for maintaining proper order among all passengers being transported. Drivers shall adhere to guidelines for student bus safety rules and discipline procedures as provided by the District.

6. Ensure that only those authorized by the Department of Transportation Services be permitted to ride the bus.

7. Cooperate with the Department of Transportation Services in conducting periodic school bus evacuation drills as set forth by state law.

8. Remain on their assigned school buses or at the entrance door of their assigned bus during all loading and unloading operations.

9. Work cooperatively with aides and school bus safety assistants when assigned to specific special education transportation routes.

10. Have read and carry a Minneapolis School Bus Drivers' Manual and School Locator Guide (provided by the District).

C. DRIVER TRAINING

1. Each school bus driver assigned to a District route shall be evaluated and certified by the Professional Driver's Academy. Each participant must demonstrate competency and proficiency in those areas as specified by the Academy. Drivers who are deficient in one or more areas will be required to complete coursework, as provided by the Academy, before receiving a certificate of completion through the Academy and Dakota Technical College. The Academy also reserves the right to require a driver attend refinement training for just cause. Any driver's failure to attend or successfully complete any portion thereof may result in suspension or revocation of that driver's privileges to serve the School District. The cost of tuition, evaluations and subsequent coursework performed by the Academy shall be at the expense of the Contractor. The Contractor shall provide vehicles for such purposes. Evaluations and coursework shall include, but are not limited to:

- Defensive driving
- Pre-trip inspection
- Geography skills
- Special education
- Emergency preparedness
- Customer relations
- Behavior management
- Loading and unloading procedures
- Communications radio operations
- Mobile Data Terminal (tablet) operations

(Charges will be accessed at the rate of $125.00 for each driver certification and $60.00 for each hour of required training, or as such charges change. No notice of charge increase or decrease shall be required or provided.)

2. Each school bus driver assigned to a District route shall be required to view the Smith System video – FIVE KEYS TO SAFETY. The Minnesota School Bus Driver Safe Driving Curriculum, 2001, published by the Department of Public Safety will be used in providing the required classroom training. Copies may be obtained from the District Department of Transportation Services.

3. Pre-service training shall include a minimum of sixteen (16) hours of classroom and Ten (10) hours behind-the-wheel training.

4. Each Contractor shall provide a copy of all school bus driver training programs for District approval and certify in writing that each driver operating in District has successfully completed the prescribed program. District approved material must be Included in the Contractor school bus driver orientation in-service training.

5. District in-service meetings will be conducted in August-September, November and March-April of each school year. Contractor driver and supervisory personnel Attendance shall be mandatory.

6. School bus driver instructors and District Department of Transportation Services management personnel will be allowed to participate in the monthly safety meetings conducted by Contractors.

7. Contractors shall include their school bus driver trainers to attend the Minnesota School Bus Driver Trainer seminar during the first year of the contract.

IV. OTHER PERSONNEL

A. TRAINING

One or more Contractor personnel shall attend District provided training for:

- Use of the District Transportation web site software application
- Use of the Synovia software application
- GPS device and MDT operation
- GPS device and MDT repair
- District notification processes such as employee hires and terminations, vehicle
- retirement, new vehicles planned for District services, etc.

Training will be offered prior to the start of the contract, annually prior to the fall school session startup and as needed for new Contract personnel

V. SCHEDULES

A. Buses must be at starting points on time. This is imperative for the correct functioning of programs. Schedules supplied by the District Department of Transportation Services must be followed. Any unauthorized deviation will result in billing adjustments (including liquidated damages).

B. Each bus used for school transportation shall be equipped with a current route schedule and run directions in paper format, electronic tablet format, or both. The District Director of Transportation Services and/or her/his designee may stop a driver to inspect for compliance with Transportation guidelines. Failure to comply will result in billing adjustments (including liquidated damages).

C. Schedules issued by the District Department of Transportation Services shall not be altered and added to other routes except with the concurrence of the Director of Transportation or the Director's designee. Failure to comply will result in billing adjustments (including liquidated damages).

D. PROCEDURE

1. At the start of each day, all driver information will be forwarded to District Dispatch through Department of Transportation Services website. It will be assumed that drivers who are scheduled to work are on the radio and in route to their first stop unless the District hears otherwise from the Contractor via phone or District Transportation website with last minute changes.

2. At the start of each day, Contractor must ensure that scheduled equipment for the day has functioning GPS, tablet, and radio equipment.
3. Throughout each day, each Contractor driver must log in to and out of GPS system tablet installed in his or her assigned vehicle multiple times per day and at points in time specified by the District (specifically, before and after each shift has been completed, unless otherwise specified by the District). Additionally and also on a daily basis, each Contractor driver must interact with the GPS system tablet installed in his or her assigned vehicle in the following capacities: route navigation, selecting his or her assigned route, and selecting his or her assigned employee type as specified by the District.

4. There should be minimal radio contact with the District dispatch unless an inquiry has to be made regarding bus location, estimated time of arrival, or time checks.

5. In the event of bus breakdown, the Contractor's bus driver will first notify District dispatch of breakdown, location, name of school, run number and if students are on board. Then the Contractor's bus driver will next contact their respective Contractor station to apprise their personnel. The Contractor will either have their driver relay to District dispatch who will be responding or the Contractor will notify District directly.

6. The Contractor's safety staff will respond to its own accidents or student behavior issues unless District safety intervention is requested by the Contractor.

7. If a Contractor driver fails to answer the radio when called, notation will be made into the computer regarding same and the Contractor will be notified. Failure to respond after several attempts may result in a change in personnel for route coverage particularly if the route is running late.

8. Contractor shall have in place and accept all liability for the shredding and disposal of all documents containing student data that includes, but is not limited to, students' names, addresses, schools, and or assigned bus stop information as soon as the documents are no longer needed.

9. Contractor shall be required to make their vehicle fleet available within 10 business days of request to the District's system installers for installation of GPS and/or Radio equipment as scheduled by the District-specified installations service provider. Additionally, Contractor shall provide and assign a temporary substitute vehicle that contains functioning GPS and/or Radio equipment during this time period.

10. Contractor shall be responsible for the troubleshooting and remediation of malfunctioning GPS and Radio equipment to resolution (i.e., equipment is fixed, or RMA is initiated) within two business days of the date in which the issue was discovered and reported to Contractor. Additionally, and within the same two-day period, Contractor shall be responsible for reporting unfixable GPS and Radio equipment to the District, for facilitating and expediting GPS and Radio equipment related communications between Contractor and the District, and for coordinating and

collaborating with the District to resolve each GPS and Radio equipment-related incident and issue.

11. Contractor shall be responsible for GPS and Radio equipment swaps from any current or retiring Contractor vehicle servicing District routes to any newly acquired Contractor vehicle intended for District route service.

VI. SERVICE PROVIDER PERSONNEL

A. Contractor shall provide information about staffing and organization as requested by the District.

B. Contractor shall provide adequate training and supervision of drivers consistent with District policies and practices. Must maintain a State Certified School Bus License examiner or provide provisions for testing at authorized driver testing centers. Contractor shall provide a list of supervisory personnel who are responsible for field supervision of Contractor's drivers assigned in the District.

C. Maintenance Personnel. Contractor shall provide an adequate capability for maintenance of the size of the bus fleet and maintenance program, including capacity for GPS system and Radio equipment maintenance

D. Accident Review Panel. Contractor must participate in a District managed Accident Review Panel and provide the secretary of the Accident Review Panel a copy of all motor vehicle accidents in accordance with the by-laws of the Accident Review Panel.

E. On an annual basis as a part of the Annual Service Plan (Section I.A. above), the Contractor shall provide to the Director of Transportation Services current emergency and after hours contact telephone numbers (office, pages, cellular telephone, and if necessary, home phone) of key personnel (including managers) who would have pertinent information about bus drivers, routing information, scheduling assignments, etc. This information is to be updated with changes, deletions and/or additions throughout the contract.

VII. DIRECT DISTRICT SUPERVISION

A. The District Department of Transportation Services will employ on a forty-five (45) week basis two (2) communications specialists and (2) managers will be assigned who will work closely with the Director of Transportation Services (or designee) to communicate with school buses and provide adequate daily communication with drivers from all Contractors.

B. The District shall provide the extra personnel from 6:00 a.m. until the workload is at a level where personnel can be reduced.

C. On a daily basis prior to the start of the first route, the Contractor shall provide (to the District) via District's system of choice, the names, identification numbers, and bus numbers of those personnel assigned to a Minneapolis route.

D. Any personnel and/or bus changes will be provided by the Contractor to the District PRIOR TO the route being serviced/the change taking effect so the dispatch staff is up-to-date on route/personnel assignments. Failure to comply may/will result in loss of the route in question, billing adjustments (including liquidated damages), or both.

E. The District will not be responsible for maintenance of Contractor vehicles. All information

regarding same will be forwarded directly to the Contractor.

F. No Contractor shall cover or be requested to cover a route of another Contractor without District approval.

G. Contractor will be assessed a rate based upon the number of routes awarded annually divided into the total salaries for two forty-five week communication specialists and two managers plus **36**% benefits. Salary increases will be added according to the applicable collective bargaining agreement annually.

VIII. FACILITIES

A. Contractor's facilities should Large enough to secure vehicles when not in service and be located near enough to provide service to any part of the District within thirty (30) minutes; to provide replacement buses in the event of breakdown with less than **thirty (30) minutes** delay; and to have dispatched a separate bus to keep succeeding trips on time. When a spare bus is dispatched, the driver shall assume responsibility for transferring students to the spare bus and continuing the route.

B. Facilities required:

1. Office with staff available so messages will be received and answered WITHIN 10 MINUTES during any time period when Contractor's buses and vehicles are in use.

2. Bus maintenance facilities must be adequate to carry on an adequate scheduled maintenance program for the size of the bus and Type III fleet, so that repairs can be made immediately, keeping the required spare buses available at all times.

3. Bus maintenance facilities must be of adequate in size to provide secure off-street parking for all vehicles operating bus route serving Minneapolis Public Schools

4. Suitable driver training facilities and equipment shall be provided.

IX. TECHNOLOGY

A. Contractor must provide a direct ring line between each terminal and the District Department of Transportation Services.

B. Contractors shall access District software applications to receive daily route changes, route copy and GPS information. District software systems will be made available on both the Internet and within the District network via a VPN connection from the Contractor facilities. Access to software applications requires a personal computer or tablet using a web browser (e.g. Chrome, Firefox, and Internet Explorer and Edge web browsers) and a Portable Document Format (PDF) reader (e.g. Adobe Reader). Web browser performance can vary depending on which one is used.

C. Contractor will be required to lease from the District a GPS (Global Positioning System) equipment specified by the District that would be installed in each vehicle that would be

providing service to the District

D. All participating Contractors will be assessed a rate based upon the number of GPS and communications radio units required which are equal to the number of routes awarded plus required spares. (Units will be leased at the rate of $50 per month for each of the route buses and spare buses awarded to the Contractor, the rate will be adjusted yearly based on the current cell service and licensing costs.)

E. Communications radios, GPS devices and MDT equipment shall be installed or uninstalled by a qualified service provider specified by the District at the rate of **<insert current rate here>** per each route bus AND standby bus specified in Section VII. B; the cost of the installation shall be the responsibility of the Contractor.

F. The cost of the cellular service will be included in the lease rate.

G. The Contractor shall have communications radio equipment specified by the District in each vehicle that is servicing District routes or is planned to service District routes in the future. The Contractor shall ensure that the District has been informed of all vehicles' Radio ID numbers PRIOR to those vehicles being used to provide transportation services to the District.

1. Two-way Radio Equipment
   a. Successful Contractors are required to equip 100% of the buses and Type III vans with operable two-way radios that have the approval of the District. CB type radios are not permitted.

   b. The District requires the Contractor use the District's radio system. **All radios are the property of Minneapolis Public Schools.** This radio system shall be programmed by the District, and the repeater system is the responsibility of the District. Any mobile radio maintenance and repairs shall be the responsibility of the Contractor. Upon termination of the contract, and radios are returned to the District, the power cords, mounting brackets and screws, and antennas shall be returned as a unit. The coax cables are exempt. All radio repairs shall be performed by a service provider specified by the District.

X. Digital Video Surveillance

Rules of operation;

A. Minneapolis Public Schools and the companies under contract for transportation services must have digital video and audio equipment in school buses for the purpose of monitoring behavior.
B. The district and contractors will purchase and install a video surveillance system for all buses operating under the transportation contract. The system must be compatible with district defined standards to ensure consistency of operation. The digital video surveillance system will be used to support the drivers report and to enforce the consequences of the district student behavior management plan.
C. The digital recording will be viewed only by the MPS Transportation Director or designee,

the principal of the school building or designee, bus company safety director, bus driver (at review of incident), school liaison officer or other appropriate law enforcement agencies. Any digital recording that reveals unlawful actions may be brought to the attention of law enforcement agencies. Whenever a parent or guardian disputes or challenges a report of recorded misbehavior, it will be the responsibility of the school principal to review the recording. The recording will then be used to assist in determining whether or not the incident actually occurred and if so, the severity of the incident. Neither the student nor the parent/guardian of the student that has been recorded will be allowed to view the recording, in accordance with data privacy laws and district policy., unless the student is the only subject on the recording or the building principal has obtained written permission from the parents/guardians of all other students on the recording in question. Upon written request, the school district will provide a written summary of the recorded incident(s) to a student pictured on a recording or to the students' parents/guardians.

D. Each bus company will be responsible for the security of the digital video equipment and the handling and storage of the recordings, based on the following requirements.

a. All recording are to be treated as confidential student information. All requests for review must be referred to the Director of Transportation Services or designee. Copies of recording may not be provided without review by District Counsel.

b. Separate recording must be maintained and time stamped to identify AM and PM trips. All recordings must be retained for a period of one week and specific dates requested by the Director of Transportation Services or designee for longer periods of time to be determined.

c. No recording may be shown to anyone not directly related proceedings without the permission of the Director of Transportation Services or designee.

d. No recording may be released to any media organization without consent from the Director of Communications or District Counsel.

Video Equipment

The digital camera systems must at a minimum:

a. Be constructed of durable industrial grade materials

b. Record both video and audio

c. Record a minimum of 12 hours of video

d. Be equipped with at least three (3) cameras inside the school bus mounted in the front, back and over the door covering the drivers are of the bus.

e. Be capable of recording from multiple cameras without reducing the quality or time of recording.

f. Be activated by the schoolbus ignition switch (not driver operated).

g. Be designed for school bus operation.

h. Be certified for operation in extreme cold conditions.

i. Record in a format that is convertible or exportable to standard media, including DVD or flash drive.

j. Record in a format that is compatible with, or easily convertible to, standard viewing formats including QuickTime, windows media player or AVI.

Video must be converted to DVD or a viewable format before recording is sent to transportation

department.
A camcorder mounted inside the bus or in a box does not meet the requirements of this contract section and will not be considered to be a digital camera system for contract compliance and issues of non-performance.

Service Outcome

Successful on time delivery of MPS students to and from their schools and home.

Method of Evaluation

Monthly meetings for evaluations, penalties apply if applicable. Vendor will also be held accountable by the language agreed upon in the Exhibit of section of the contract.

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

The payment terms are as follows:

If there are no exhibits:

This Exhibit and page have been intentionally left blank.

EXHIBIT C: COVID-19 COMPLIANCE

SERVICE PROVIDER COMPLIANCE REQUIREMENTS

A. The Contractor agrees to comply with all State, City and MPS regulations as they pertain to COVID-19 related rules and regulation.

B. The Contractor agrees to comply with the following MPS COVID-19 protocols

1. Conduct pre & post cleaning of buses daily
2. Sanitize each bus between each run daily
3. Utilize MPS approved cleaning solution
4. Provide a transparent barrier between driver and students
5. Conduct verbal employee wellness checks daily

C. Each Contractor shall provide training on COVID related cleaning methods.

D. Contractor must immediately notify the Director of Transportation Services of any employee absences due to illness. Contractor must follow established procedures for reporting results.

Request for Board Action

Item Title
Cadenza Musical Instruments

Recommended Motion
Included in Consent Agenda

Requesting Division
Academics

Item File Number
2020- 4400000534

Meeting Date for Action
6/9/2020

Reason for Board Action
Contract over $100,000

Background
To purchase musical instruments for MPS schools.

Timeline/Next Steps
Need June 9th approval so goods can be ordered and ready for FY21 school year

Contract Amount
$150,000.00

Contract Term
July 1, 2020 – June 30, 2021

Contract Type
Master

RFP Status
Completed

MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

CONTRACT FOR GOODS – above $50,000

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Cadenza Music "Contractor" (collectively "parties") to provide purchase of musical instruments at Minneapolis Public Schools.

1 TERM OF CONTRACT

1.1 This Contract is effective on July 1, 2020 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 30, 2021, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

Contractor shall perform all of the services set forth herein and any exhibits attached hereto as **Exhibit A** ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 *Total Obligation*

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed $150,000.00. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 *Frequency of Invoicing and Terms of Payment*

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable **Exhibit B**. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 ***Taxes.***

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 ***Fund Availability; Federal Funds Contingency.***

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Contract is funded in whole or in part with federal funds, District's payment obligations are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C.Section 5119a and 42 U.S.C. Section 14501-05.

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

7 DATA PRIVACY

7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

8 OWNERSHIP OF MATERIAL

8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRACTOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. 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 that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

13 INSURANCE

13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above $1,000,000 per occurrence through umbrella or excess coverage.

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract, and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILTY

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the

District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within ten (10) days of the completion, termination of this Contract, or upon request of the District, whichever occurs first; Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Or, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

19.2 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1
Division: Teaching & Learning Department
Attn: Nora Schull
1250 W Broadway
Minneapolis, MN 55411

Email: nora.schull@mpls.k12.mn.us

CONTRACTOR

NAME: Cadenza Music
Address: 149 Snelling Avenue N, St. Paul, MN 55104
Phone: 651-644-3611
Email: notes@cadenzamusic.com

ACKNOWLEDGMENT

21.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

21.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

22 NON-WAIVER

22.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

23 ASSIGNMENT

23.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment, shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

24 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

24.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

25 WARRANTY

25.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

26 SEVERABILITY

26.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

27 SURVIVABILITY

27.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

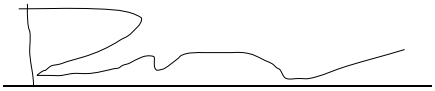
Signature: _____

Name: Kim Ellison
(Printed)

Title: Board Chair

Date: _____

CONTRACTOR NAME

Signature: 

Name: Daniel Lehn
(Printed)

Title: Owner

Date: 6/2/2020

EXHIBIT A: SCOPE OF WORK

Deliverables:

Provide musical instruments including but not limited to woodwind, brass, stringed, electronic and percussion instruments.

Service Outcome:

Delivery and set up of instruments (when needed).

Method of Evaluation

Successful on time delivery and set up of instruments, working in collaboration with Arts District Program Facilitator and MPS Music Teachers.

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

None

Request for Board Action

Item Title
Catholic Charities Non-public Title Services 2020-21 Vendor Contract

Recommended Motion
Included in Consent Agenda

Requesting Division
Accountability, Research, Equity

Item File Number
2020-4400000556

Meeting Date for Action
6/9/2020

Reason for Board Action
Contract over $100,000 (Fund 1)

Background
MPS is required to provide federally funded and mandated Title Services to the 17 non-public schools that are located in the district, through a program administrated by MDE. In consultation with the non-public schools, MPS develops programming to meet the needs of the Title students at the sites, which are either provided by vendors or licensed teachers hired by MPS.

With this 1-year contract, Catholic Charities will provide academic counseling and social skills development services for Title I students at Ascension Catholic School, Cristo Rey Jesuit High School, DeLaSalle High School, and Risen Christ Catholic School. MPS conducted an RFP process in 2018-19 to select four vendors to provide services for 3 years, with an option for 2 more years.

Timeline/Next Steps
This is the 3rd year of the 3-year contract.

Contract Amount
$240,769.61

Contract Term
July 1, 2020 – June 30, 2021

Contract Type
Amendment

RFP Status
Completed

MINNEAPOLIS
PUBLIC SCHOOLS
Urban Education. Global Citizens.

CONTRACT FOR SERVICES – $25,000 above

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Catholic Charities "Contractor" (collectively "parties") to provide academic counseling and social skills development services for Title I students at Ascension Catholic School, Cristo Rey Jesuit High School, Risen Christ Catholic School, and DeLasalle High School to D-AO-Funded Programs and School Improvement.

TERM OF CONTRACT

1.1 This Contract is effective on 07/01/2020 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2021, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as **Exhibit A** ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 ***Total Obligation***

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed $240,769.61. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 ***Frequency of Invoicing and Terms of Payment***

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable **Exhibit B**. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 ***Taxes.***

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 ***Fund Availability; Federal Funds Contingency.***

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this

Contract is funded in whole or in part with federal funds, District's payment obligations are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C.Section 5119a and 42 U.S.C. Section 14501-05.

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

7 DATA PRIVACY

7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

8 OWNERSHIP OF MATERIAL

8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRACTOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this

Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. 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 that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

13 INSURANCE

13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above $1,000,000 per occurrence through umbrella or excess coverage.

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract

and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILTY

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the

performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1

Division: D-AO-Funded Programs and School Improvement
Attn: Eric Moore
Address: 1250 W Broadway, Minneapolis, MN 55411
Email: Eric.Moore@mpls.k12.mn.us

CONTRACTOR

Catholic Charities
Attn: JoEllen Flak, LICSW
Address: 1200 2nd Avenue South, Minneapolis, MN 55403
Email: joellen.flak@cctwincities.org
Fax: 651-457-2510

ACKNOWLEDGMENT

21.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

21.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

22 NON-WAIVER

22.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

23 ASSIGNMENT

23.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment, shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

24 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

24.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

25 WARRANTY

25.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all

defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

26 SEVERABILITY

26.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

27 SURVIVABILITY

27.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Kim Ellison

(Printed)

Title: Board of Education, Chair

Date: _____

CONTRACTOR NAME

Signature: Laurie Ohmann

Name: Laurie Ohmann
(Printed)

Title: Executive VP & COO

Date: 6/3/2020

Exhibit A:

Deliverables:

To provide academic counseling and social skills development services for Title I students at Ascension, Cristo Rey Jesuit High School, DeLasalle High School, and Risen Christ Catholic School.

Service Outcome:

3.1.1. The sites to be serviced by Contractor are listed in Exhibit B and incorporated herein. The District shall not pay an amount greater than what is listed in Exhibit B per school and shall not pay an amount greater than what is delineated by each particular budget line for services at each listed school.

3.1.2. Contractor will provide direct services in the form of academic counseling and social skills instruction to Title I eligible students at the sites listed in Exhibit B.

3.1.3. Contractor will, in cooperation with District and Schools, determine initial needs of identified eligible Title I students at Schools through interview and meeting(s) with staff and families in September 2020. Information gathered will be used to develop goals for service for the school year.

3.1.4. Contractor shall coordinate with other Title I contractors at Schools regarding the notification to families regarding their child's eligibility for Title I services. The Contractor shall notify families of each student's Title I eligibility for children served primarily by Contractor in the form of a MPS Title I Parent Notification Letter by October 20th, 2020.

3.1.5. Families of students who are identified as eligible for and provided Title I services after October 20th, 2020 will be notified via letter by the Contractor no more than two weeks after Contractor has received notice of the student's Title I eligibility.

3.1.6. Contractor will act as an advocate for students by communicating with Schools' administrative teams and teachers.

3.1.7. Contractor will communicate with parent(s)/guardian(s) regarding counseling and academic support services available for and provided to students served at Schools.

3.1.8. Contractor will actively engage in individual social skills and academic counseling with students at Schools using methods such as one-to-one and group meetings.

3.1.9. Contractor will communicate with and provide consultation related to academic counseling and social skills interventions to teachers and staff regarding students being served at Schools.

3.1.10. The Contractor will assist in the coordination and participate in an annual Title I Parent/Family Information Meeting with parents of Title I students by October 20th, 2020.

3.1.11. The Contractor will provide the District with appropriate documentation of MPS Title I Parent/Family meetings such as MPS Title I flyers, sign-in sheets, and parent/student surveys upon request.

3.1.12. The Contractor shall attend staff meetings, parent-teacher conferences, and school sponsored professional development opportunities when appropriate.

3.1.13. The Contractor will appropriately document the entrance and the exiting of students participating in the MPS Title I Program.

3.1.14. The Contractor will participate in a mid-year check-in on services with the District in which the Contractor will be required to bring data demonstrating services provided to families and support of student progress made in the MPS Title I Program.

3.1.15. The Contractor will comply with all Title I statutory and regulatory requirements.

3.2.1. Title I eligible students served will learn and apply new academic and social skills as a result of the services provided.

3.2.2. Title I eligible students served will improve their ability to focus in the classroom and increase academic engagement to support increased school success.

3.2.3. Parent(s)/guardian(s) served will have information that can be used to take steps to solve problems related to students' academic achievement as a result of the services provided to students.

3.2.4. Schools' staff will work with Contractor to implement appropriate interventions to support Title I eligible students' increased school success.

Method of Evaluation:

3.3.1. Contractor will collect information during the school year via interviews and surveys from school and families of students served regarding quality of services provided.

3.3.2. Contractor will summarize findings of teacher(s) and family reports regarding information of changes and improvements of student social skills, work completion and academic achievement.

3.3.3. Contractor services will be evaluated by District through monthly consultation with Contractor staff and Schools' staff.

3.3.4. Contractor will conduct a satisfaction index survey and submit results to District upon completion of services.

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EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Exhibit B - Site and Service Limits (Catholic Charities SY20-21)

School	Services to Provided	Number of Title I Instructional Hours	Title I	Number of Family Inv. Hours	Title I Family Involvement	Total
Cristo Rey	Counseling Services	514	$ 73,260.00	0	$ -	$ 73,260.00
NCLB	10% Admin		$ 7,326.00			$ 7,326.00
DeLasalle	Counseling Services	492	$ 70,114.92	0	$ -	$ 70,114.92
NCLB	10% Admin		$ 7,011.49			$ 7,011.49
Risen Christ	Counseling Services	376	$ 53,560.00	0	$ -	$ 53,560.00
NCLB	10% Admin		$ 5,356.00			$ 5,356.00
Ascension	Counseling Services	154	$ 21,946.54	0	$ -	$ 21,946.54
NCLB	10% Admin		$ 2,194.65			$ 2,194.65
Total:		1536	$ 240,769.61	0.00	$ -	$ 240,769.61

Hourly Academic Service Rate (Title I)	$ 142.51	Family Inv. Rate	$ 142.51

Estimated Payment Schedule

School	Month	Number of Title I Instructional Hours	Title I	Estimated Number of Family Inv. Hours	Title I Family Involvement	Total
Cristo Rey	August + September 2020	57	$ 8,140.00	0	$ -	$ 8,140.00
NCLB	10% Admin		$ 814.00			$ 814.00
Cristo Rey	October 2020	57	$ 8,140.00	0	$ -	$ 8,140.00
NCLB	10% Admin		$ 814.00			$ 814.00
Cristo Rey	November 2020	57	$ 8,140.00	0	$ -	$ 8,140.00
NCLB	10% Admin		$ 814.00			$ 814.00
Cristo Rey	December 2020	57	$ 8,140.00	0	$ -	$ 8,140.00
NCLB	10% Admin		$ 814.00			$ 814.00
Cristo Rey	January 2021	57	$ 8,140.00	0	$ -	$ 8,140.00
NCLB	10% Admin		$ 814.00			$ 814.00
Cristo Rey	February 2021	57	$ 8,140.00	0	$ -	$ 8,140.00
NCLB	10% Admin		$ 814.00			$ 814.00
Cristo Rey	March 2021	57	$ 8,140.00	0	$ -	$ 8,140.00
NCLB	10% Admin		$ 814.00			$ 814.00
Cristo Rey	April 2021	57	$ 8,140.00	0	$ -	$ 8,140.00
NCLB	10% Admin		$ 814.00			$ 814.00
Cristo Rey	May 2021	57	$ 8,140.00	0	$ -	$ 8,140.00
NCLB	10% Admin		$ 814.00			$ 814.00
DeLasalle	August + September 2020	55	$ 7,790.55	0	$ -	$ 7,790.55
NCLB	10% Admin		$ 779.05			$ 779.05
DeLasalle	October 2020	55	$ 7,790.55	0	$ -	$ 7,790.55
NCLB	10% Admin		$ 779.05			$ 779.05
DeLasalle	November 2020	55	$ 7,790.55	0	$ -	$ 7,790.55
NCLB	10% Admin		$ 779.05			$ 779.05
DeLasalle	December 2020	55	$ 7,790.55	0	$ -	$ 7,790.55
NCLB	10% Admin		$ 779.05			$ 779.05
DeLasalle	January 2021	55	$ 7,790.55	0	$ -	$ 7,790.55
NCLB	10% Admin		$ 779.05			$ 779.05
DeLasalle	February 2021	55	$ 7,790.55	0	$ -	$ 7,790.55
NCLB	10% Admin		$ 779.05			$ 779.05
DeLasalle	March 2021	55	$ 7,790.55	0	$ -	$ 7,790.55
NCLB	10% Admin		$ 779.05			$ 779.05
DeLasalle	April 2021	55	$ 7,790.55	0	$ -	$ 7,790.55
NCLB	10% Admin		$ 779.05			$ 779.05
DeLasalle	May 2021	55	$ 7,790.55	0	$ -	$ 7,790.55
NCLB	10% Admin		$ 779.05			$ 779.05
Risen Christ	August + September 2020	42	$ 5,951.11	0	$ -	$ 5,951.11
NCLB	10% Admin		$ 595.11			$ 595.11
Risen Christ	October 2020	42	$ 5,951.11	0	$ -	$ 5,951.11

NCLB	10% Admin		$ 595.11			$ 595.11
Risen Christ	November 2020	42	$ 5,951.11	0	$ -	$ 5,951.11
NCLB	10% Admin		$ 595.11			$ 595.11
Risen Christ	December 2020	42	$ 5,951.11	0	$ -	$ 5,951.11
NCLB	10% Admin		$ 595.11			$ 595.11
Risen Christ	January 2021	42	$ 5,951.11	0	$ -	$ 5,951.11
NCLB	10% Admin		$ 595.11			$ 595.11
Risen Christ	February 2021	42	$ 5,951.11	0	$ -	$ 5,951.11
NCLB	10% Admin		$ 595.11			$ 595.11
Risen Christ	March 2021	42	$ 5,951.11	0	$ -	$ 5,951.11
NCLB	10% Admin		$ 595.11			$ 595.11
Risen Christ	April 2021	42	$ 5,951.11	0	$ -	$ 5,951.11
NCLB	10% Admin		$ 595.11			$ 595.11
Risen Christ	May 2021	42	$ 5,951.11	0	$ -	$ 5,951.11
NCLB	10% Admin		$ 595.11			$ 595.11
Ascension	August + September 2020	17	$ 2,438.50	0	$ -	$ 2,438.50
NCLB	10% Admin		$ 243.85			$ 243.85
Ascension	October 2020	17	$ 2,438.50	0	$ -	$ 2,438.50
NCLB	10% Admin		$ 243.85			$ 243.85
Ascension	November 2020	17	$ 2,438.50	0	$ -	$ 2,438.50
NCLB	10% Admin		$ 243.85			$ 243.85
Ascension	December 2020	17	$ 2,438.50	0	$ -	$ 2,438.50
NCLB	10% Admin		$ 243.85			$ 243.85
Ascension	January 2021	17	$ 2,438.50	0	$ -	$ 2,438.50
NCLB	10% Admin		$ 243.85			$ 243.85
Ascension	February 2021	17	$ 2,438.50	0	$ -	$ 2,438.50
NCLB	10% Admin		$ 243.85			$ 243.85
Ascension	March 2021	17	$ 2,438.50	0	$ -	$ 2,438.50
NCLB	10% Admin		$ 243.85			$ 243.85
Ascension	April 2021	17	$ 2,438.50	0	$ -	$ 2,438.50
NCLB	10% Admin		$ 243.85			$ 243.85
Ascension	May 2021	17	$ 2,438.50	0	$ -	$ 2,438.50
NCLB	10% Admin		$ 243.85			$ 243.85
Total:		**1536**	**$ 240,769.61**	**0.00**	$ -	**$ 240,769.61**

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Request for Board Action

Item Title
Contract for services with Change Inc.

Recommended Motion
Included in Consent Agenda

Requesting Division
Associate Superintendents

Item File Number
2020-4400000523

Meeting Date for Action
6/9/2020

Reason for Board Action
Contract over $100,000

Background
This is a continuation of the Contract with Change Inc., a mental health agency that was chosen through the RFP process, with input from the schools in which they provide services. While there are many different mental health agencies that for this contract MPS partners with, Change Inc. specifically works with the following schools: Edison, Transition Plus, Sheridan, and Justice Page. Payment supports staff consultation time and professional development in schools.

Change Inc. also provides services to assist schools in engagement, retention and skill building. This program is called Welcome and Keep and specifically works with the following schools: Waite Park, Marcy Open, Pillsbury, and NEMS. It also provides consultation and professional development to MPS staff.

Timeline/Next Steps
Once Board approval is received, staff will move forward with the contract and services can continue.

Contract Amount
$270,000

Contract Term
July 1, 2020 – June 30, 2021

Contract Type
Master

RFP Status
Completed

MINNEAPOLIS
PUBLIC SCHOOLS
Urban Education. Global Citizens.

CONTRACT FOR SERVICES – $25,000 above

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Changed Inc. "Contractor" (collectively "parties") to provide Staff Development and Welcome and Keep services focused on removing barriers, students face to school success as determined by school leadership at Pillsbury, Marcy, Waite Park, Bryn Mawr and Northeast Middle Schools and will provide Mental Health Services at Edison High School, Jefferson Community, Folwell, Green Central, Hmong Academy, Pillsbury, Marcy, Northeast Middle, Waite Park, Sheridan and Transition Plus schools to D- AO - Special Education

TERM OF CONTRACT

1.1 This Contract is effective on 07/01/2020 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2022, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as **Exhibit A** ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 ***Total Obligation***

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed $276,000. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 ***Frequency of Invoicing and Terms of Payment***

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable **Exhibit B**. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 ***Taxes.***

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 ***Fund Availability; Federal Funds Contingency.***

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this

Contract is funded in whole or in part with federal funds, District's payment obligations are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C.Section 5119a and 42 U.S.C. Section 14501-05.

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

7 DATA PRIVACY

7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

8 OWNERSHIP OF MATERIAL

8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRACTOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this

Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. 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 that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

13 INSURANCE

13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above $1,000,000 per occurrence through umbrella or excess coverage.

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract

and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILTY

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the

performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1

Division: D-Ops-Special Education
Attn: Rochelle Cox
1250 W Broadway
Minneapolis, MN 55411
Email: Rochelle.Cox

CONTRACTOR

Jody Nelson
Phone: Click or tap here to enter text. 612.581.9811
Address: 1229 Tyler St NE #200, Minneapolis, MN 55413
Email: jnelson@gapschool.org

ACKNOWLEDGMENT

21.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

21.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is

required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

22 NON-WAIVER

22.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

23 ASSIGNMENT

23.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment, shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

24 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

24.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

25 WARRANTY

25.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless

District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

26 SEVERABILITY

26.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

27 SURVIVABILITY

27.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

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SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

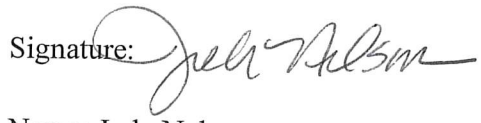
Name: Kim Ellison

(Printed)

Title: Board Chair

Date: _____

CONTRACTOR NAME

Signature: 

Name: Jody Nelson
(Printed)

Title: Executive Director

Date: 5/30/2020

Exhibit A:

Deliverables:

Change Inc. to provide mental health services to Edison High School, Jefferson Community, Folwell, Green Central, Hmong Academy, Pillsbury, Marcy, Northeast Middle, Waite Park, Sheridan and Transition Plus schools for the period of July 01, 2020 through June 30, 2021. In collaboration with school leadership and support teams, Change Inc. will design and provide intensive interventions for students, and their families, identified as being high risk for school failure. Additionally, Change Inc. will provide Staff Development focused on removing barriers students face to school success as determined by school leadership at Pillsbury, Marcy, Waite Park, Bryn Mawr and Northeast Middle Schools for the period of July 01, 2020 through June 30, 2021.

Service Outcome:

1. The District will at the request of a Parent or Guardian of a student, provide Change Inc. sufficient information to initiate a contact with the Parent or Guardian including and limited to: student name, parent or guardian name, home address, telephone number(s), type of requested service and reason for the requested service.2. Contractor will provide a full time licensed mental health professional 40 hours per week on-site at the following site: Edison High School, Jefferson Community, Folwell, Green Central, Hmong Academy, Pillsbury, Marcy, Northeast Middle, Waite Park, Sheridan and Transition Plus schools. If the Contractor wishes to provide services less than full time at a site, the Contractor will need to justify this reduction in services delivery and receive written approval from the District. If the Contractor is going to have an unlicensed Master's degreed practitioner providing services at the site, the Contractor will need to submit justification for using an unlicensed practitioner, submit a supervision plan and will need to receive written approval from the District. The expectation is to have a fully independently licensed mental health professional (LP, LICSW, LPC, LMFT, etc.) unless an exception is agreed to in writing by the District. 3. Contractor will provide mental health services, including: diagnostic assessment; clinical treatment; consultation to school staff; treatment-related care coordination; attending school meetings (such as IEP meetings), provide interagency coordination and collaboration; early identification; and providing mental health training to school staff. Expenses covered under this contract include costs for ancillary and supportive services which are not reimbursed through other payers, such as care coordination, consultation, providing training, school meeting, and staff time related to referrals, interagency coordination and collaboration, planning and program development. Contractor will provide a majority of their time as direct clinical services and a minimum 20% in consultation and care coordination services listed above. The Contractor will serve students regardless of their ability to pay.4. Contractor will own all clinical records including testing results, reports and clinical notes generated as a result of client contact. School personnel shall not have access to the records or to information about clients without a signed release of information from the client or client's parent/guardian.5. Contractor will attend the monthly Minneapolis Public Schools School Mental Health Administrators Meetings. 6. Contractor and their clinical staff working in schools will attend the quarterly Minneapolis Public Schools Clinicians' Meetings. 7. Contractor will retain any income from commercial health insurance, Medical Assistance or other payers remitted for services of Change Inc.8. Contractor will

participate in program evaluation and research activities as requested by the District.9. Contractor will complete Agency Staffing spreadsheet as requested by the district and will update continuously throughout the contract period if changes occur. 10. Contractor will participate in the full utilization of the public insurance Clinical Care Coordination benefit and will submit a financial report on this benefit 3 times per year.11. Change Inc. will provide intensive services designed to support students at high risk of school failure. The specific design of the intensive interventions will be determined by the unique needs of the school setting, the developmental needs of the student population, the cultural make-up of the student body and other relational and systemic contexts.12. Staff Development - At the request of the school Principal, Change Inc. will provide Staff Development designed to increase the relational competency of school staff in removing barriers students are facing to school success.

Method of Evaluation:

Mental Health Service Outcomes1. Completion of satisfaction survey by school staff about school based mental health services (Responsible person: Rochelle Cox, Associate Superintendent).2. Report on the amount and type of mental health services (both clinical and ancillary) provided to students and families and amount and type of training for staff. (Responsible person: Rochelle Cox, Associate Superintendent).Welcome and Keep Service Outcomes• Based on identified need of students, intensive interventions will be provided at each school site. These interventions may include groups (for example, groups for students experiencing grief and loss), mentoring, conflict mediation, outreach, family support, and juvenile justice system interface. Volume, Objectives and Performance Measures will be determined and baselines developed as each school's plan is designed and implemented.• Staff Development will be made available to the four school sites based on the unique needs of the school. 90% of school staff members will rate themselves as improved in their ability to remove balTiers students are experiencing to school success.

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

The District will provide monetary payment for services described in Contract for the following schools: Transition Plus, Justice Page, Sheridan and Edison. Change Inc. will provide services described in the Contract at no cost to the District as they are funded by the MN DHS School Linked Mental Health grant at the following schools: Jefferson, Green, Folwell, Marcy, Hmong Academy, NorthEast, Waite Park, Pillsburry. School Mental Health will fund $110,000 and Welcome and Keep will fund $166,000.

PO will be created each year from the respective fiscal year budget.

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Request for Board Action

Item Title
College Nannies & Tutors Non-public Title Services 2020-21 Vendor Contract

Recommended Motion
Included in Consent Agenda

Requesting Division
Accountability, Research, Equity

Item File Number
2020-4400000530

Meeting Date for Action
6/9/2020

Reason for Board Action
Contract over $100,000 (Fund 1)

Background
MPS is required to provide federally funded and mandated Title Services to the 17 non-public schools that are located in the district, through a program administrated by MDE. In consultation with the non-public schools, MPS develops programming to meet the needs of the Title students at the sites, which are either provided by vendors or licensed teachers hired by MPS.

With this 1-year contract, College Nannies & Tutors will provide services to Title I eligible students attending Cristo Rey Jesuit High School, designed to help students achieve grade level proficiency, based on standardized assessments in the areas of reading and math. MPS conducted an RFP process in 2018-19 to select four vendors to provide services for 3 years, with an option for 2 more years.

Timeline/Next Steps
This is the 3rd year of the 3-year contract.

Contract Amount
$127,710.00

Contract Term
July 1, 2020 – June 30, 2021

Contract Type
Amendment

RFP Status
Completed

MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

CONTRACT FOR SERVICES – $25,000 above

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and College Nannies & Tutors "Contractor" (collectively "parties") to provide provide Title I instructional services to eligible students at Cristo Rey Jesuit High School to D-AO-Funded Programs and School Improvement.

TERM OF CONTRACT

1.1 This Contract is effective on 07/01/2020 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2021, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as **Exhibit A** ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 ***Total Obligation***

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed $127,710.00. Contractor shall

not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 ***Frequency of Invoicing and Terms of Payment***

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable **Exhibit B**. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 ***Taxes.***

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 ***Fund Availability; Federal Funds Contingency.***

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Contract is funded in whole or in part with federal funds, District's payment obligations

are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C.Section 5119a and 42 U.S.C. Section 14501-05.

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

7 DATA PRIVACY

7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

8 OWNERSHIP OF MATERIAL

8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRACTOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this

Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. 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 that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

13 INSURANCE

13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above $1,000,000 per occurrence through umbrella or excess coverage.

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract

and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILTY

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the

performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1

Division: D-AO-Funded Programs and School Improvement
Attn: Eric Moore
Address: 1250 W Broadway, Minneapolis, MN 55411
Email: Eric.Moore@mpls.k12.mn.us

CONTRACTOR

College Nannies & Tutors; Laura Davis
Phone: 952-285-7667
Address: 3948 W 50th St, Edina, MN 55424
Email: ldavis@collegenannies.com

ACKNOWLEDGMENT

21.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

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24.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

25 WARRANTY

25.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless

District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

26 SEVERABILITY

26.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

27 SURVIVABILITY

27.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

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SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Kim Ellison

(Printed)

Title: Board of Education, Chair

Date: _____

CONTRACTOR NAME

Signature:

Name: Laura Davis
(Printed)

Title: Franchise Group Owner

Date: _____

Exhibit A:

Deliverables:

To provide Title I instructional services to Title eligible students in the nonpublic schools for the purpose of accelerating reading, and math proficiency for participating students. Services are provided to Title I eligible students attending Cristo Rey Jesuit High School and designed to help students achieve grade level proficiency, based on standardized assessments, in the areas of reading, and math proficiency.

Service Outcome:

A. Community Partner. PROVIDER shall apply and become certified as a Minneapolis Public Schools Community Partner prior to providing any services under this contract and provide evidence of certification.

B. Instructional Services. PROVIDER shall provide educational services to students which services are reasonably calculated to help students achieve, as a minimum goal, one year's growth as determined by the standardized test that the nonpublic school uses. DISTRICT expects PROVIDER to provide accelerated instruction that assists students in achieving a gain greater than one year's expected growth.

C. Tutor Absences. PROVIDER shall make a good faith effort to provide a substitute teacher/tutor for any absence by the originally scheduled teacher/tutor only for any absence over three days, or as agreed upon by DISTRICT and/or nonpublic school officials.

D. Family Communication. PROVIDER shall ensure families are notified regarding their child's eligibility for service and provided information regarding their child's progress including, but not limited to the following:

1. PROVIDER shall notify families of their child's Title I eligibility in the form of a MPS Title I Parent Notification Letter by October 20th, 2020.

2. Families of students who are identified as eligible for and provided Title I services after October 20th, 2020 will be notified via letter by PROVIDER no more than two weeks after PROVIDER has received notice of the student's Title I eligibility.

3. PROVIDER will hold an annual MPS Title I Parent/Family Information Meeting with parents of Title I students by October 20th, 2020.

4. PROVIDER will give written progress reports and results of any testing it administered to that student at quarterly intervals to the student's parent/guardian at a minimum of four (4) times per year.

5. PROVIDER shall attend nonpublic school conferences and other scheduled school/family events whenever practicable. These services shall be billed as instructional services.

6. PROVIDER will send letters of invitation, coordinate outreach, and contact families via phone, meeting or home visit as appropriate to notify eligible families at each of the nonpublic schools listed in Attachment B of their child's eligibility for MPS Title I programs.

7. Provider will work with nonpublic administrators and DISTRICT to coordinate and plan the scope of services for Title I programs.

E. Cooperation. PROVIDER shall cooperate with DISTRICT, nonpublic officials, and each student's parent/guardian to develop an instructional program for the student. In cases where the instructional program has not been clearly defined, the PROVIDER will work with DISTRICT, in consultation with nonpublic school administrators, to develop a specific program at the nonpublic site within the parameters of the needs of the eligible students and the budget allocated at that site.

F. Identification of Students. PROVIDER shall provide services to all students who have been determined eligible and placed by DISTRICT with PROVIDER. For purposes of this Contract, a student will be deemed active once the student has been determined eligible for services by DISTRICT in collaboration with nonpublic officials.

G. Site Access. PROVIDER shall allow DISTRICT representatives and the student's parents or guardians' reasonable access to the site where PROVIDER provides educational services.

H. Equipment. All equipment purchased with Title I funds are the property of the DISTRICT, not the PROVIDER.

I. Neutrality. Classroom space, instruction, and materials and supplies are to be secular, neutral, and non-ideological.

J. Tutor Certification. Title I tutors are to be qualified in the content area and grade level for which they are tutoring students.

K. Compliance. PROVIDER will comply with all applicable state and federal laws including Title I statutory and regulatory requirements.

L. Instruction. PROVIDER shall provide both Title I instructional services to eligible students. Subjects to be covered shall include reading and math proficiency. PROVIDER will ensure instructional group sizes are at appropriate levels to ensure student learning is accelerated and reasonably calculated to help students achieve, as a minimum goal, one year's growth as determined by the standardized tests that the nonpublic school uses.

M. Eligible Student. DISTRICT shall determine each student's eligibility in consultation with the nonpublic school administrators according to the use of multiple, educationally related objective selection criteria.

N. Reports and Documentation. PROVIDER shall provide DISTRICT with the following reports:

1. PROVIDER shall submit to the DISTRICT appropriate documentation of MPS Title I Parent/Family meetings such as MPS Title I flyers, sign-in sheets, and parent/student surveys upon request.

2. PROVIDER shall submit to the DISTRICT copies of written progress reports and results of any testing it administered to students upon request.

3. Beginning September 2020, PROVIDER shall submit its invoices by the 15th of each month following services to DISTRICT in the previous month as described in Exhibit A of this contract, including daily attendance records.

4. PROVIDER shall maintain proper and current documentation, including but not limited to: annual background checks; a list of approved tutors, employees, and/or agents providing services to students; schedules for services provided to each nonpublic school site, daily records of student services rendered including the name and address of student; the name of the PROVIDER'S tutor, employee, and/or agents who rendered the service; and the amount of time of such service.

Method of Evaluation:

A. Evaluation. PROVIDER is responsible for evaluating the effectiveness of the Title I Programs. This includes but is not limited to the use of MPS provided benchmark assessments to monitor student progress in reading and math.

B. Site Review. DISTRICT may conduct an on-site review and/or instructional observations of PROVIDER. On-site reviews may be announced or unannounced. DISTRICT may request monthly meetings with PROVIDER, in person or by telephone, on services provided by PROVIDER. PROVIDER shall cooperate with all such reviews and requests.

C. Quality of Services and Contract Renewal. In contemplating renewal of this contract in successive years, DISTRICT shall analyze the number of eligible students who achieve greater than one year's growth, with the target of grade level proficiency.

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EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Exhibit B - Site and Service Limits (College Nannies & Tutors SY20-21)

School	Services to Provided	Number of Title I Instructional Hours	Title I	Estimated Number of Family Inv. Hours	Title I Family Involvement	Total
Cristo Rey	Academic Services	3132	$ 116,100.00	0	$ -	$ 116,100.00
NCLB	10% Admin		$ 11,610.00			$ 11,610.00
Total:		**3132**	**$ 127,710.00**	**0**	**$ -**	**$ 127,710.00**

Hourly Academic Service Rate (Title I)	**$ 37.07**	**Family Inv. Rate**	**$ -**

Estimated Payment Schedule

School	Month	Number of Title I Instructional Hours	Title I	Estimated Number of Family Inv. Hours	Title I Family Involvement	Total
Cristo Rey	August + September 2020	348	$ 12,900.00	0	$ -	$ 12,900.00
NCLB	10% Admin		$ 1,290.00			$ 1,290.00
Cristo Rey	October 2020	348	$ 12,900.00	0	$ -	$ 12,900.00
NCLB	10% Admin		$ 1,290.00			$ 1,290.00
Cristo Rey	November 2020	348	$ 12,900.00	0	$ -	$ 12,900.00
NCLB	10% Admin		$ 1,290.00			$ 1,290.00
Cristo Rey	December 2020	348	$ 12,900.00	0	$ -	$ 12,900.00
NCLB	10% Admin		$ 1,290.00			$ 1,290.00
Cristo Rey	January 2021	348	$ 12,900.00	0	$ -	$ 12,900.00
NCLB	10% Admin		$ 1,290.00			$ 1,290.00
Cristo Rey	February 2021	348	$ 12,900.00	0	$ -	$ 12,900.00
NCLB	10% Admin		$ 1,290.00			$ 1,290.00
Cristo Rey	March 2021	348	$ 12,900.00	0	$ -	$ 12,900.00
NCLB	10% Admin		$ 1,290.00			$ 1,290.00
Cristo Rey	April 2021	348	$ 12,900.00	0	$ -	$ 12,900.00
NCLB	10% Admin		$ 1,290.00			$ 1,290.00
Cristo Rey	May 2021	348	$ 12,900.00	0	$ -	$ 12,900.00
NCLB	10% Admin		$ 1,290.00			$ 1,290.00
Total:		**3132**	**$127,710.00**	**0**	**$ -**	**$127,710.00**

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Request for Board Action

Item Title
Contract Alternative Contracts

Recommended Motion
Included in Consent Agenda

Requesting Division
Associate Superintendents

Item File Number
2020 – 4400000548, 4400000544, 4400000551, 4400000543, 4400000542, 4400000548, 4400000550, 4400000554

Meeting Date for Action
6/9/2020

Reason for Board Action
Contract over $100,000

Background

Minneapolis Public Schools ("MPS") is currently contracting with non-profit organizations to provide high quality alternative programs for students who have experienced or are experiencing difficulty in meeting goals in traditional schools, and education to students in need of a non-traditional setting. These non-profit organizations provide educational services to eligible MPS students and are accountable to MPS through performance standards and contractual agreement. MPS has contracted with the following non-profit organizations to offer alternative education programming to Minneapolis Public Schools secondary students at the following locations: Project for Pride in Living "PPL" – Loring Nicollet Alternative High School ("LNAS") and MERC Alternative High School, Volunteers of America ("VOA") - VOA High School, American Indian OIC- Takoda Prep, Plymouth Christian Youth Center ("PCYC") - PYC Arts & Technology High School ("PYC"), NAWAYEE Center Alternative School ("Center School") - NAWAYEE Center Alternative School ("Center School").

Timeline/Next Steps
Following Board approval this contract will begin July 1, 2020. Annual amendments will be submitted to the Board to reflect the costs based on enrollment.

Contract Amounts

American Indian OIC: **$270,006.45**
Center School: **$498,651**
Volunteers of America: **$845,768.79**
Plymouth Christian Center: **$1,326,759.82**
Menlo: **$687,281**
MERC: **$449,365.49**
Loring Nicollet: **$423,334.92**

Contract Term
July 1, 2020 through June 30, 2023

Contract Type
Master

RFP Status
Single Source, RFP Not Required

AGREEMENT
Special School District No. 1 and AMERICAN INDIAN OIC
2020-2023

This Agreement is made by and between the Board of Education of Special School District No. 1, Minneapolis Public Schools, ("District"), and AMERICAN INDIAN OIC; operating a nonpublic, nonsectarian program; organized as a non-profit corporation under the Laws of the State of Minnesota; and doing business at AMERICAN INDIAN OIC Alternative Program at AMERICAN INDIAN OIC, located at 1845 E Franklin Ave, Minneapolis, MN 55404.

I. GENERAL PROVISIONS

A. Purpose

The purpose of this Agreement is for AMERICAN INDIAN OIC to provide educational services on behalf of the District, at AMERICAN INDIAN OIC for District Students who are eligible to receive educational services in an alternative setting under the authority of Minn. Stat. § 124D.68. This agreement includes providing educational options for students who have been expelled or excluded from District schools. This agreement shall terminate if funding for this alternative program ceases or changes pursuant to Minnesota or federal law.

B. Compliance with Laws

AMERICAN INDIAN OIC shall comply with all applicable Minnesota and federal laws and regulations including but not limited to: the Minnesota Pupil Fair Dismissal Act, (PFDA) Minn. Stat. § 121A.40 - .56; the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. Ch. 33; Minnesota laws applicable to students with special needs, Minn. Stat. Ch. 125A; the Maltreatment of Minors Reporting Act, Minn. Stat. § 626.556; Section 504, 29 U.S.C. § 794; the Family Education Rights and Privacy Act, (FERPA), 20 U.S.C. § 1232g; and the Minnesota Government Data Practices Act, (MGDPA) Minn. Stat. Ch. 13.

C. District Students

AMERICAN INDIAN OIC shall accept for enrollment eligible students at AMERICAN INDIAN OIC. An eligible student is a District student who meets the definition of eligible student in Minn. Stat. § 124D.68, as amended.

D. Enrollment/Exit Procedures

1. AMERICAN INDIAN OIC shall follow the enrollment process as described in Exhibit 1.
2. AMERICAN INDIAN OIC may not impose any admission requirements in addition to or beyond eligibility requirements in MN Stat. 124D.68 subd. 2
3. AMERICAN INDIAN OIC shall provide the District with information on a weekly basis regarding openings for students including but not limited to information about the grade level and type of each opening if applicable.
4. AMERICAN INDIAN OIC will accept students referred to them by the District for students in need of placement even if doing so puts them over their capped enrollment yet does not compromise program performance, as determined by the Director of Contract Alternatives. AMERICAN INDIAN OIC will be paid for the ADMs generated.
5. AMERICAN INDIAN OIC may not exit students prior to meeting with a student and their parent/guardian for all students under the age of 18.

6. AMERICAN INDIAN OIC must follow MN Stat. 126.05 subd. 8 and withdraw any student who has been absent from school for fifteen (15) consecutive school days during the regular school year or for five (5) consecutive school days during summer school or intersession classes of flexible school year programs without receiving instruction in the home or hospital.
7. AMERICAN INDIAN OIC must follow all District procedures for implementing Homebound Instructional Services and will consult with the Contract Alternative Program Special Education District Program Facilitator (DPF), School Social Worker or School Nurse and/or Contract Alternative Director prior to initiating.
8. Determination as to whether or not student conduct warrants an administrative transfer or expulsion will be made by the MPS Expulsion and Transfer Office (ETO), in consultation with the Director of Contract Alternative Programs.
9. All student data will be maintained and updated by the District and available to AMERICAN INDIAN OIC upon request, and as allowed by law. This includes access to student information systems maintained by the district.

II. CONTRACT

A. Duration

The term of this Agreement shall commence on the date following execution by the District and will continue in effect until June 30, 2023 unless terminated by law or according to the provisions herein. As a Learning Year Program, this contract encompasses academic programming during the traditional school year, before and after-school credit recovery and summer school.

B. Renewal

Terms for renewal are based on successful performance and evaluation of the Academic Accountability Measures and will be granted for up to three (3) years based on information and data collected using a site visit protocol and performance metrics as described in Exhibit 9.

III. AMERICAN INDIAN OIC RESPONSIBILITIES

A. Student Learning and Academic Measurement Standards

1. AMERICAN INDIAN OIC must provide programming that will allow students to fulfill state and district mandated graduation requirements which include:
   a. A minimum of twenty-one-and-a-half (21.5) year-long credits in the required MPS academic areas for all graduates (a “year-long-credit" is the equivalent of the successful completion of an academic year of study or student mastery of applicable state standards.) as listed in Exhibit 2
   b. Meet yearly milestones as required by the My Life Plan, unless and until the curriculum is no longer used in the District. ("My Life Plan" is the career and college exploration and decision assisting curriculum framework used by the District.)
   c. Participate in all mandated state testing and local assessments that are part of either the State of Minnesota or District accountability model, in accordance with Minnesota and District standards.
2. AMERICAN INDIAN OIC shall develop a Continual Learning Plan (CLP) for each student within one month of enrollment. The plan must address any areas of needed growth, specific goals, objectives and a timeline to achieve them, as well as methods of evaluation. The CLP shall meet the requirements of Minnesota

Statutes, section 124D.128, Subdivision 3. The CLP must be reviewed quarterly and meet the criteria listed in Exhibit 3.

3. AMERICAN INDIAN OIC shall comply with the following provisions regarding testing and assessment:
   a. require District students to participate in mandatory state testing.
   b. require District students in grades 9 and 10 to participate in the NWEA MAP testing in the Fall and Spring.
   c. require District students in grades 11 to participate in ACT testing.
   d. provide opportunities for students in grades 11 and 12 to participate in ACCUPLACER testing.
   e. have a test coordinator from AMERICAN INDIAN OIC attend all required District meetings.
4. AMERICAN INDIAN OIC shall meet the requirements of Minn. Stat. § 124D.68, all applicable federal and Minnesota state education laws, federal regulations and the Rules of the Minnesota Department of Education.
5. AMERICAN INDIAN OIC shall provide a learning setting that complies with state of Minnesota education health and safety standards and that is conducive to learning.
6. AMERICAN INDIAN OIC shall provide a minimum of six-hour educational day exclusive of a lunch period or shall provide as appropriate 1020 educational hours per school year.
7. AMERICAN INDIAN OIC shall meet the Accountability Plan measures as outlined in Exhibit 9.
8. AMERICAN INDIAN OIC shall have a written grievance policy for students and ensure that students are aware of this policy and will have clear guidelines for graduation and shall share this information with guardians and students.
9. AMERICAN INDIAN OIC shall set up a communication system with parents designed to ensure that parents are aware of its policies and procedures.
10. AMERICAN INDIAN OIC shall utilize MPS accountability systems for maintaining accuracy in reporting for both Title I documentation and School Improvement Planning goals and measures
11. AMERICAN INDIAN OIC will follow all Mandated Procedures as outlined in Exhibit 10

B. Special Education and Section 504 Services and Standards
   1. For any prospective student with an IEP (individual education plan), AMERICAN INDIAN OIC must review the IEP with the Contract Alternative Program Special Education District Program Facilitator prior to enrolling the student to determine the appropriateness of the placement.
   2. For any student with an IEP, AMERICAN INDIAN OIC shall provide appropriate space for District to provide special education and related services required by the IEP. This includes adequate classroom space for instruction, confidential meeting space with access to a phone to conduct IEP meetings, access to a secure printer and a filing cabinet with a lock for confidential documents.
   3. AMERICAN INDIAN OIC shall require classroom teachers to implement the provisions of the IEPs and ISPs (individual accommodations and adaptations, as well as all requirements of student Behavior Intervention Plans), that require classroom modifications, as required by law.

4. Students receiving special education services may not be exited or transferred from a Contract Alternative program without a full IEP team meeting, including District administrative representation.
5. AMERICAN INDIAN OIC shall follow all special education and 504 standards as listed in Exhibit 4.

C. Employment Standards for Staff
1. AMERICAN INDIAN OIC shall employ as instructional staff only such persons as are properly licensed by the State of Minnesota appropriate to the level of instructional services provided. AMERICAN INDIAN OIC shall have a copy of each teacher's license on file. AMERICAN INDIAN OIC may employ such other staff as may be needed. AMERICAN INDIAN OIC will follow MDE guidelines for highly qualified staff, and any other applicable laws and regulations.
2. AMERICAN INDIAN OIC will submit to Minneapolis Public Schools staffing information for any innovative program waivers and out of field permission requested for staff at AMERICAN INDIAN OIC.
3. AMERICAN INDIAN OIC shall implement background checks on all new employees in accordance with Minnesota law and will report the results of background checks to the CAP office within two weeks of the time the employee begins to work for AMERICAN INDIAN OIC. Employees required to undergo background checks include, but are not limited to:
   a. Teachers and teaching assistants;
   b. Administrators and business office personnel;
   c. Custodians and clerical staff;
   d. Transportation providers under contract with AMERICAN INDIAN OIC or a member school;
   e. Childcare providers at AMERICAN INDIAN OIC.
4. When offering employment to a licensed teacher, AMERICAN INDIAN OIC shall contact the Board of Teaching to determine whether there has been any disciplinary action against a teacher based on a board determination that sexual misconduct or attempted sexual misconduct occurred between the teacher and a student.
5. AMERICAN INDIAN OIC shall require AMERICAN INDIAN OIC staff to participate in staff development sessions regarding mandated reporting, ethics and other Districted and/or State mandated training as well as appropriate implementation of special education services and 504 Plan services.
6. AMERICAN INDIAN OIC staff shall be able to attend any District-sponsored staff development at the same cost and basis as a District employee and be provided with appropriate documentation of such staff development.

D. Record and Reporting Requirements
1. Report on Student Attendance
   a. AMERICAN INDIAN OIC shall report accurate student attendance for each day programs are in session using a format and reporting schedule prescribed by the District.
2. Annual Student Achievement, Improvement, Organization Reports
   a. AMERICAN INDIAN OIC shall provide the District with an Annual Report for each school year on or before November 15th of each year for the previous school year. The Annual Report shall contain at least the items listed in

Exhibit 5. Liability and Property Insurance Certificates shall be sent to the District with the Annual Report.

3. Financial Reporting
    a. AMERICAN INDIAN OIC will receive a yearly Memorandum of Agreement (MOA) from the District that outlines Revenues and Expenditures for the upcoming year. This MOA will include projected ADMs, Compensatory and Title I funds.
    b. AMERICAN INDIAN OIC will submit a budget for the coming school year by August 15th that will address all expenditures taken from dollars passed through by the District each year this contract is in effect.
    c. If the District has been informed by the State, AMERICAN INDIAN OIC auditor, AMERICAN INDIAN OIC creditor, through its own investigation, or by another manner that AMERICAN INDIAN OIC or one of its affiliates is more than 60 days in arrears for its payments to creditors, District may request and AMERICAN INDIAN OIC shall submit to the District a listing of all creditors for whom there is an outstanding liability.
    d. No administrative oversight fees may be taken from compensatory dollars or Title dollars.
    e. Title I funds will be reimbursed following the process set forth in Exhibit 8.
    f. AMERICAN INDIAN OIC shall provide the District with access to all payroll records regardless of whether AMERICAN INDIAN OIC uses an external payroll service, within a reasonable time period.
4. Records Management and Retention
    a. AMERICAN INDIAN OIC shall retain any and all books, documents, papers, financial records and other records related to the services AMERICAN INDIAN OIC provides to the District for a period of six years after the year in which AMERICAN INDIAN OIC provides the service. AMERICAN INDIAN OIC agrees that the District or its duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary with reasonable notice, shall have access to and the right to the records that are pertinent to and involve transactions relating to this Agreement. This requirement applies to all records including records of grants or other revenue received from the City of Minneapolis, Hennepin County, the State of Minnesota, the federal government and other public or private sources for the services rendered under the Agreement.
    b. Upon termination of the contractual relationship between AMERICAN INDIAN OIC and the District, AMERICAN INDIAN OIC agrees to immediately turn over to the District any and all documents, papers, finance records and other student records related to services provided.

E. <u>Other Legal Requirements</u>
1. Nondiscrimination
    a. AMERICAN INDIAN OIC shall abide by state and federal laws prohibiting discrimination in education and employment. AMERICAN INDIAN OIC shall provide to the District all information and reports about AMERICAN INDIAN OIC nondiscrimination policies when required by the District to do so.
2. Facilities Occupancy Certificate

a. AMERICAN INDIAN OIC shall maintain a current "Facilities Occupancy Certificate" issued by the City of Minneapolis.

3. AMERICAN INDIAN OIC shall notify the District of any proposed or actual significant changes in AMERICAN INDIAN OIC policies or staff.

IV. DISTRICT RESPONSIBILITIES

A. Financial Auditing

1. A District audit will be conducted annually to review finances related to public school funds being used to support the program

B. Provisions of Special Education Instruction and Related Services

1. The District, using District employees, shall provide direct and indirect special education and related services to those students determined to be eligible for such services consistent with their IEP's.

C. Monitoring and Support Services

1. The District shall monitor AMERICAN INDIAN OIC performance of its obligations under this Agreement.

D. Payment

1. The District shall pay AMERICAN INDIAN OIC as outlined in Section V herein. This amount shall be net of any fees.
2. Payments will be divided over ten months, September through June of each contract year.

E. Transportation

1. The District will provide transportation or transportation dollars to students who live in the Minneapolis District and who qualify for such services.

F. Staff Development

1. The District will hold a beginning-of-the-year required kick-off session and end-of-year wrap up session for all CAP schools.
2. The District will provide two full-day staff development opportunities for all AMERICAN INDIAN OIC staff.
3. The District will provide an annual information session for AMERICAN INDIAN OIC staff around Title 1 reporting, SIP completion, 504 Plans, PSWE and Family Engagement.

V. FINANCIAL SUPPORT FOR CONTRACT AMERICAN INDIAN OIC

A. District shall pay AMERICAN INDIAN OIC pursuant to Minnesota Statutes § 124D.69. District shall make payment only upon average daily membership documentation submitted by AMERICAN INDIAN OIC in such form as deemed satisfactory by District. District may begin the reconciliation process with an adjustment to the monthly payments starting in April of each contract year, if necessary to reconcile the total amount paid to AMERICAN INDIAN OIC with the total amount due based on actual enrollment. District shall provide funding only if AMERICAN INDIAN OIC has complied with the terms of this Agreement and any reasonable requests of District. Final ADM counts provided by the State will be used to determine final payments. The payment will be net of any charges for services provided by the District.

VI. CONTRACTING WITH OTHER ENTITIES

A. AMERICAN INDIAN OIC shall neither enter into subcontracts for performance of any of the purchased services contemplated under this Agreement nor assign this Agreement, without prior written approval of the District and subject to such

conditions and provisions as the District may deem necessary. AMERICAN INDIAN OIC shall be responsible for the performance and liability of all subcontractors.

B. In the event AMERICAN INDIAN OIC enters into a contract with another school district to provide educational services for students for whom the other school district is responsible, AMERICAN INDIAN OIC shall indemnify District for any loss of any kind that District may incur because of AMERICAN INDIAN OIC contract with another school district.

VII. INSURANCE REQUIREMENTS AND FINANCIAL ASSURANCE

A. AMERICAN INDIAN OIC shall at its own expense, maintain comprehensive general liability insurance covering claims that arise out of its acts and operations under this Agreement for which it may be legally liable. At a minimum, AMERICAN INDIAN OIC must provide insurance coverage in accordance with Exhibit 6.

B. AMERICAN INDIAN OIC or its members shall also maintain property insurance covering the facility in which the educational program is located.

C. AMERICAN INDIAN OIC and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending AMERICAN INDIAN OIC.

D. AMERICAN INDIAN OIC will provide electronic access to the annual audit, along with any auditor's notes at the same time the report is sent to the Board of the overseeing agency.

VIII. INDEMNIFICATION

A. Except as expressly provided in this Agreement or in connection with insurance coverage required to be provided in this Agreement by one party for the benefit of the other, each party shall be responsible for its own legal representation and legal costs.

B. Except where there is an actual or potential conflict of interest, the parties shall fully cooperate with legal counsel for one another in connection with any legal claim asserted against either of them for services provided under this Agreement.

C. Nothing in this Agreement is intended to nor shall the terms of this Agreement expand the liability of the District and AMERICAN INDIAN OIC under Minnesota law.

D. AMERICAN INDIAN OIC shall indemnify, save and hold the District, its employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits, costs, judgments, or other forms of liability to third parties, actual or claimed, including attorney's fees, for injury to property or persons, occurring or allegedly occurring in, on or about AMERICAN INDIAN OIC property, based on conduct committed by AMERICAN INDIAN OIC or by its employees, officers, directors, subcontractors, or agents. Upon timely written notice from the District, AMERICAN INDIAN OIC shall defend the District in any action or proceeding against the District that is within the purview of this paragraph.

E. Notwithstanding any other provision of this Agreement, AMERICAN INDIAN OIC shall not settle or compromise any claim against it relating to its obligations under this Agreement without a signed agreement of approval from the District.

F. The foregoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability to third parties provided or available to either of the parties under applicable state governmental immunities laws.

G. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of AMERICAN INDIAN OIC personnel or other

persons while engaged on behalf of AMERICAN INDIAN OIC, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment with AMERICAN INDIAN OIC including without limitation, claims of discrimination against AMERICAN INDIAN OIC, its members, officers, agents, contractors or employees shall in no way be the responsibility of the District and AMERICAN INDIAN OIC shall defend indemnify and hold the District, its officers, agents and employees harmless f1-om any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission, or court, and from the expenses of defending such claims, including attorney's fees. AMERICAN INDIAN OIC personnel and other persons engaged on behalf of AMERICAN INDIAN OIC shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the District, including, without limitations, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, unemployment compensation, disability, severance pay, and P.E.R.A.

IX. RELATIONSHIP OF THE PARTIES

A. It is agreed that nothing contained in this Agreement is intended, or should be construed in any manner, as creating or establishing the relationship of partners between the District and AMERICAN INDIAN OIC or as constituting AMERICAN INDIAN OIC as the agent, representative or employee of the District for any purpose or in any manner whatsoever. AMERICAN INDIAN OIC is to be and shall remain an independent contractor with respect to all services performed under this Agreement. AMERICAN INDIAN OIC represents that it has, or will secure at its own expense, all personnel required to perform its obligations under this Agreement. All staff employed by AMERICAN INDIAN OIC either directly or indirectly shall be employees of AMERICAN INDIAN OIC or its affiliates and not the District. AMERICAN INDIAN OIC or its affiliates shall determine salary, benefit eligibility, retirement plans, and performance standards, continuing professional development needs and all other incidents and benefits of employment.

X. AMENDMENT

A. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment to this Agreement and duly signed by the parties hereto.

XI. DEFAULT, NOTICE AND CURE

A. Inability to Perform

1. AMERICAN INDIAN OIC shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the educational services to be provided to the District under this Agreement. AMERICAN INDIAN OIC shall immediately notify the District in writing whenever it is unable to, or reasonably believes it is going to be unable to, provide the agreed upon quality and quantity of educational services. Upon such notification, the District shall determine whether such inability requires a modification or immediate cancellation of this Agreement without opportunity for cure.

B. Default by AMERICAN INDIAN OIC

1. Unless excused by District default or District waiver of default, any of the following occurrences shall constitute default on the part of AMERICAN INDIAN OIC:
    a. Failure to comply with any relevant legal requirements.

b. Failure to perform any duties or requirements outlined in this Agreement.
c. Failure to respond to requests by the District for information about AMERICAN INDIAN OIC financial status.
d. Failure to create, implement and advance a plan for payment of creditors.
e. Failure to acquire and hold a lease for the building space used for instruction.
f. Failure to pay the Internal Revenue Service and Minnesota Department of Revenue any monies due.
g. Failure to maintain adequate records, both student records and financial records regarding the program.

C. Default by District
1. Unless excused by AMERICAN INDIAN OIC default, or AMERICAN INDIAN OIC waiver of default, failure to perform any other material provision of this Agreement shall constitute default on the part of the District.

D. Written Notice of Default
1. Unless otherwise provided in this Agreement, no event shall constitute a default giving rise to the right to terminate unless and until written Notice of Default is given to the defaulting party, specifying the particular event, series of events or failure constituting the default and specifying the cure period, if any.

E. Cure Period
1. If the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) business days or such other time as may be specified under the terms of this Agreement or in the Notice of Default, then this Agreement may be terminated by written notice as provided in paragraph XII below.

XII. TERMINATION OF AGREEMENT

A. With or Without Cause
1. This Agreement may be terminated by either party, with or without cause, effective on July 1 of any given contract year, provided that the party wishing to terminate the Agreement delivers a Notice of Termination to the authorized representative of the other party on or before April 1 immediately preceding the July 1 termination date. If both parties agree, this Agreement may be terminated at any other time during the term of this Agreement. AMERICAN INDIAN OIC will return all District resources and property upon termination of the agreement.

B. Changes in Legislation
1. If legislation changes the funding formula; either side may terminate the agreement with thirty days notice.

C. Changes in Policy or Staff
1. The District reserves the right to terminate this Agreement without opportunity to cure if the District determines that a proposed or actual significant change in AMERICAN INDIAN OIC policies or staff is contrary to the purpose of this Agreement or contrary to relevant District policies.

D. Termination After Failure to Cure Default
1. If, after the time specified for cure of default in the Notice of Default issued in accordance with paragraph XI.D above, the party in default has failed to cure the default in a manner satisfactory to the party issuing the Notice of Default; the party not in default may issue a Notice of Termination. The Notice of

Termination must be delivered to the Authorized Representative of the party in default. The Notice of Termination shall specify the bases for the termination.

E. Default by AMERICAN INDIAN OIC

1. After receipt of Notice of Termination from District because of default by AMERICAN INDIAN OIC, and except as otherwise directed by District, AMERICAN INDIAN OIC shall:
   a. Discontinue provision of services subcontracted pursuant to paragraph VI of this Agreement on that date or to the extent specified in the Notice of Termination.
   b. Cancel all orders and subcontracts to the extent that they relate to the performance of services subcontracted pursuant to paragraph VI of this Agreement and are canceled by the Notice of Termination.
   c. Settle all outstanding liabilities and all claims arising out of such cancellation of orders and subcontracts, with the approval or ratification to the extent that may be required, which approval or ratification shall be final for all the purposes of this clause.
   d. Complete performance of such services subcontracted pursuant to paragraph VI of this Agreement that shall not have been canceled by the Notice of Termination.
   e. Maintain all records relating to performance of the canceled portion of this Agreement for a minimum of six years. AMERICAN INDIAN OIC shall maintain records for a longer period if reasonably required to do so by the District.
   f. Forward all student records to the District within 30 days and return all property belonging to the District.

F. Default by District

1. After receipt of Notice of Termination from AMERICAN INDIAN OIC because of default by District, and except as otherwise directed by AMERICAN INDIAN OIC, District shall:
   a. Cancel all orders and subcontracts to the extent that they relate to the performance of services subcontracted pursuant to paragraph VI of this Agreement and are canceled by the Notice of Termination.
   b. Settle all outstanding liabilities and all claims arising out of such cancellation of orders and
      subcontracts, with the approval or ratification to the extent that may be required, which approval or ratification shall be final for all the purposes of this clause.
   c. Complete performance of such services subcontracted pursuant to paragraph VI of this Agreement
      that shall not have been canceled by Notice of Termination.
   d. Maintain all records relating to performance of the canceled portion of this Agreement for a minimum of six years. District shall maintain records for a longer period if reasonably required to do so by the AMERICAN INDIAN OIC.

XIII. REMEDIES

A. Notwithstanding any cure period, District is entitled to recover from AMERICAN INDIAN OIC any damages sustained by District by virtue of any breach of this Agreement by AMERICAN INDIAN OIC, and District may withhold payments to

AMERICAN INDIAN OIC for the purpose of set-off provided that such amounts withheld are reasonably related to actual damages.

B. It is agreed that any right or remedy provided for in this Agreement shall not be considered as the exclusive right or remedy of either party for any default in any respect by the other party, but such right or remedy shall be considered to be in addition to any other right or remedy hereunder or allowed by law or equity.

C. Either party's failure to insist upon strict performance of any covenant, agreement, or stipulation of the Agreement or to exercise any right contained in the Agreement, shall not be a waiver or relinquishment of such covenant, agreement, stipulation, or right, unless the waiving party consents thereto in writing. Any such written consent shall not constitute a waiver or relinquishment of the future exercise of such covenant, agreement, stipulation or right.

XVI. NO THIRD-PARTY BENEFICIARY RIGHTS

A. No third party, whether a constituent of the District or otherwise, may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of, the District or AMERICAN INDIAN OIC in this Agreement. This Agreement is not intended to create any rights of a third-party beneficiary.

XVII. CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

A. This Contract shall be construed under Minnesota law (without regard for choice of law considerations) and the policies and procedures of the District, as amended from time to time. Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, AMERICAN INDIAN OIC specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

XVIII. INDEMNIFICATION

A. Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students,
employees and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of AMERICAN INDIAN OIC's negligent acts or omissions or in connection with AMERICAN INDIAN OIC breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District.

Exhibits 1 through 12 are attached and incorporated herein by reference.

Exhibit 1 - Enrollment Process
Exhibit 2 - Graduation Requirements
Exhibit 3 - Continual Learning Plan (CLP) requirements
Exhibit 4 – Special Education and 504 Plan Expectations
Exhibit 5 - Annual Report and School Improvement Plan Minimum Requirements
Exhibit 6 - Insurance Requirements
Exhibit 7 - District Billing for Additional Services

Exhibit 8 - Title One
Exhibit 9 - Academic Accountability Plan
Exhibit 10- Mandated Procedures

IN WITNESS, WHEREOF, the parties have executed this Agreement on the date and year written below.

BOARD OF EDUCATION SPECIAL SCHOOL DISTRICT NO. 1	AMERICAN INDIAN OIC
By: _____ Date	By: _____ Date
Title: _____	Title: _____

Exhibit 1 - Enrollment Process

Student Placement Services
1250 West Broadway
668-1840

Students must go to the Student Placement Center before they enroll or start classes if:
They are new to the district
They have been out of MPS for more than one calendar year

Student Placement Service will:
Request and review student records
Fill out purple form and form 13 and fax a copy to the Contract Alternative Program office at Davis Center
Tell students about options within the district including Contract Alternative Programs
Review student's special education needs and refer Federal Setting II and higher to district staff for placement (Contract Alternatives do not serve setting 3 or higher)
Review any health concerns
Contact Contract Alternative Program for placement
Immediately place any students identified as Homeless and Highly Mobile and work to obtain records following the placement

If student placement is unable to retrieve a student's records within three days, they will place the student with the information they have. The sites will then need to request the records again.

New Families Center
3345 Chicago Avenue South
668-3700

Students must go to the New Families Center before they enroll or start classes if:
They are new to the country
They have a home language other than English and they have been in a MPS school
The have a home language other than English and they have been out of MPS for more than one calendar year

New Families Center will:
Request and review student records
Administer the WIDA Screener to determine ELL eligibility
Contact Alternative Program for placement
Immediately place any students identified as Homeless and Highly Mobile and work to obtain records following the placement

If a student does not need to go to Student Placement Services or New Families Center you can enroll them directly at your site.

Students Receiving Special Education Services
Fax/Email student names and ID numbers to the Contract Alternative Office

The Contract Alternatives Special Education Department will review any potential student's special education documents and needs to ensure that the school is able to provide the appropriate level of special education support prior to enrolling the student.
If the student's special education needs cannot be met through the contract alternative program, the CAP Office will send the student's name to MPS student placement so that the student can be placed into another MPS school.

Students should not start classes until the special education review is complete.

Students with Medical/Health Concerns

Fax/Email student names and ID numbers to the Contract Alternative Office
Contract Alternative Nurse will review medical needs

All Students

Contract Alternative Programs will turn in weekly site count to Student Placement Services. This will assist in placing students wanting to enroll in a Contract Alternative Program.
If your program is at full capacity, please refer students to another school or back to Placement Services.

Exhibit 2 – Graduation Credit Requirements

Graduation Credit Requirements for Students Under 2015 – 2018 Graduation Requirements

- 4 year-long credits in language arts
- 4 year-long credits in social studies, including (at minimum):
    - 3.5 year-long credits in:
        - U.S. history
        - geography
        - world history
        - government and citizenship
    - .5 credits in economics
- 3 year-long credits in mathematics, including (at minimum)
    - geometry
    - Either algebra II or statistics and probability
- 3 year-long credits in science, including (at minimum)
    - A semester each of biology 1 and biology 2
    - chemistry
    - A semester each of physics 1 and physics 2
- 1 year-long credit in the arts
- 1 year-long credit in physical education
- 1 year-long credit in health
- 4.5 year-long elective credits

Graduation Credit Requirements for Students under 2019 Graduation Requirements and Beyond

- 4 year-long credits in language arts
- 3.5 year-long credits in social studies, including:
    - 1.0 U.S. history
    - 0.5 geography
    - 1.0 world history
    - 0.5 Government and citizenship
    - 0.5 Economics
- 3 year-long credits in mathematics, including (at minimum)
    - 1 year-long credit in intermediate algebra
    - 1 year-long credit in geometry
    - 1 year-long credit in algebra II or statistics and probability
- 3 year-long credits of science, including (at minimum)
    - 1 year-long physical science
    - 1 year-long biology
    - 1 year-long chemistry or physics
- 1 year-long credit in the arts
- .5 year-long credits in physical education
- .5 year-long credits in health
- 6 year-long elective credits

Exhibit 3 – Continual Learning Plan Requirements

Programs need to develop Continual Learning Plans (CLP's) that are:

- Learner Centered
- Individually Designed by the program
- Able to meet the specific program focus and student needs

CLPs are required annually for every student in a Contract Alternative Program. The student learning objectives must contain:

- Courses and credits the student plans to take
- Graduation requirements the student must complete (HS only)
- Assessment measurements used to evaluate a pupil's progress

CLPs must be signed and dated:

- The CLP will not be effective or valid unless a student has signed it
- Staff must sign the CLP
- Parent signatures must be included for students under the age of 18. Make your best effort to obtain and document your attempts to obtain a signature
- Forms must be updated at the beginning of every grading period
- Forms for summer school must be amended
- CLPS must be kept on file at each site for three years (not including the current year)

Exhibit 4 - Special Education and 504 Plan Expectations

1. All students with an IEP must be allowed to enter when they come into the building, this includes if they leave the building during the regular school day. Procedures may be established to process with their special education case manager and program administration prior to entering class.
2. All students receiving special education services have IEPs; therefore, they cannot be a part of a separate RTI process within the school and conflicts with their IEP. If there are academic or behavior concerns, they should be addressed with the special education resource teachers.
3. MPS licensed special education staff will be consulted with prior to a special education student's suspension as well as included on the special education student's intake. If suspension was related to a fight, the special education staff, in consultation with school site administration will determine if mediation is appropriate. Language should be included in a student accommodation page outlining if mediation is appropriate or if processing with their special education resource teacher upon return is more appropriate due to their disability.
4. Schools with Independent Study Programs (ISP) will have written requirements regarding student attendance and enrollment policies regarding students receiving special education services. All students receiving special education services referred to ISP must be reviewed by their special education case manager/teacher and deemed appropriate by the special education team.
5. In School Suspension (ISS) for students receiving special education services will be discussed and determined as an appropriate consequence with the student's case managers. If a special education student will have ISS, they will attend their scheduled special education courses/receive their daily minutes of service, per their IEP.
6. All schools will identify who their Building 504 Coordinator is and inform the District 504 Coordinator to receive required 504 Overview and EdPlan 504 trainings. Once the 504 Coordinator receives the training they will subsequently be given access to Edplan and can access all 504 Plan documents and forms for students on their caseload.
7. All schools will ensure that the 504 plans are being serviced by the regular education teachers and relevant staff and meetings are completed annually.
8. 504 Plans will be reviewed and updated annually. Eligibility will be reevaluated every three years or when the student's medical or mental health needs change and a new Eligibility Report will be finalized.

Exhibit 5 - Annual Report and School Improvement Plan Minimum Requirements

Minneapolis Contract Alternative Program

Each Minneapolis Contract Alternative Program is required to file a complete Annual Report **at the time of contract renewal** and a **yearly** School Improvement Plan (SIP) based on a summary of the results achieved by the students at the Contract Alternative Program. The SIP is written each fall with updates in February and May. The Annual Report is required to be filed no later than October 1st of the first year of renewal.

Contract Alternative Program Annual Report should include all of the following information:

1. Program Mission and Vision statement.
2. A brief summary of site goals and School Improvement Plan
3. A copy of your Positive School-Wide Engagement Plan.
4. A copy of the Continuous Learning Plan (CLP)
5. An up to date calendar, including extended learning and summer school times and dates
6. Program governance including the responsibilities of the board, board members, board selection process, program director/principal and other program management along with contact information.
7. Teaching and support staff information including staff names, file folder number, teaching assignments, approved waivers and positions.
8. A copy of your teacher evaluation form and explanation of procedures
9. Program shall report results of background checks on all new employees hired within two weeks of the start date.
10. List any third-party contractors working directly with students.
11. A year up-to-date updated budget for the Program including salary allocations, benefits, and other income and benefits provided such as housing, car allowance, and any other benefits not specified herein, for all staff paid either wholly or partly with MPS funds: general education, compensatory education, Title I and ELL.
12. A breakdown of other expenditures that are paid for out of District funds including, but not limited to curriculum, rent, utilities etc.
13. A link to the most recent annual audit conducted by the organization, including the auditor notes and management letter
14. A link to the most recent Form 990.
15. Proof of property and liability insurance. (Please submit an updated copy upon renewal).
16. A copy of the policy and processing procedures of volunteers working with students.
17. Overhead percentage charged by the agency. Overhead must be within a reasonable range and is subject to review by MPS.

All information should be electronically submitted and all items must be included.

*Any of the above procedures may be amended at any time with notice to the school.

Exhibit 6 - SPECIAL SCHOOL DISTRICT NO. 1 MINNEAPOLIS PUBLIC SCHOOLS

INSURANCE REQUIREMENTS 2020-2023

In order to protect CONTRACTOR and Special School District #1 ("District"), CONTRACTOR agrees at all times during the term of this contract, and beyond such term when required under the terms of the Contract, to have and keep in force insurance coverage as indicated below:

Limits

1. For all Contracts beginning July 1, 2012, coverage in the types and amounts as set out below:

(a)	Commercial General Liability on an occurrence Basis with contractual liability coverage, including Officers and Directors Errors and Omissions with General Aggregate	$1,500,000
	Products- Completed Operations Aggregate	$1,500,000
	Personal and Advertising Injury	$1,500,000
	Each Occurrence- Combined Bodily Injury and Property Damage	$1,500,000
(b)	Automobile Liability- Combined single limit Each occurrence coverage or the equivalent Covering owned, non-owned, and hired automobiles	$1,500,000
(c)	Worker's Compensation and Employer's Liability:	
	I. Worker's Compensation Statutory requirements. If the contractor is based outside the State of Minnesota, Coverage must apply to Minnesota Laws.	
	ii. Employer's Liability. Bodily injury by: a. Each accident b. Disease- Policy limit c. Disease - Each employee	 $500,000 $500,000 $500,000
(d)	Professional Liability- Professional Liability (errors and omissions) insurance with respect to its professional Activities	$1,500,000

2. An umbrella or excess liability policy over primary liability insurance coverage is an acceptable method to provide the required insurance limits.

3. The above establishes minimum insurance requirements. It is the sole responsibility of CONTRACTOR to determine the need for and to procure additional insurance that may be needed in connection with this Contract. Copies of insurance policies shall be submitted to the District upon written request.

4. CONTRACTOR shall not commence work until it has obtained required insurance and filed with the District a properly executed Certificate of Insurance that clearly evidences

the required insurance coverage. The certificate shall name Special School District No. 1 as the certificate holder and as an additional insured for the Commercial General Liability coverage (excluding professional liability or errors and omissions) with respect to operations covered under the Contract. The certificate should also show that the District will receive 30 days' prior written notice in the event of cancellation, non-renewal or material change in any described policies.

5. CONTRACTOR shall furnish to the District updated certificates during the term of the Contract as insurance policies expire. If a CONTRACTOR fails to furnish proof of insurance coverage, the District may withhold payments and/ pursue any other right or remedy allowed under the Contract, law, equity, and/or statute.

6. If CONTRACTOR is unable to obtain a required insurance coverage, or coverage is not renewed or is cancelled during the term of this contract, CONTRACTOR shall make immediate good faith efforts to obtain or replace the coverage in the open market. If such efforts are unsuccessful, CONTRACTOR shall immediately notify the District.

Exhibit 7 - District Billing for Additional Services

Special education and assessment will be provided for students who are in need and qualify for such services by licensed special education staff, or staff with approved Minnesota Department of Education variances. The District will provide school psychologist, related services and due process support necessary to complete such assessments and maintain due process records. The Program will pay the District for the non-reimbursable cost of the Special Education Teacher assigned.

There is a maximum to the amount of special education support provided to your site at this level. If there are more students than this amount of teacher time can support, or if the District requests that a program enroll students with significant needs beyond the scope of which the special education teacher can handle, the district may provide additional support at no additional cost, to be arranged as needed.

The District will provide additional support to the alternative school programs, which will include social work, counseling and clerical at no cost.

Total cost for contracted services will be deducted in ten equal monthly installments from the District payment to the Program beginning with the first such payment in September, 2020.

Exhibit 8 - MPS Title I Contract Alternative Process

1. School receives Title I allocation information in Spring
2. School creates a yearly SIP with input from stakeholders.
3. Following each school month, school will submit an itemized invoice to MPS for Title I services provided or goods purchased by the 15th of the following month (ex. September invoice due by October 15th). The invoice must include:
    a) School name
    b) Month of service
    c) Categories of expense (staffing, supplies, food for a parent event, etc.)
    d) Dollar amount for each category
    e) How each expense is aligned to the SIP (location in SIP)
    f) Title I area of each expense (Basic or Family Involvement)
    g) Total dollar amount
4. MPS will process invoices and reimburse the school for expenses incurred the previous month.

Note: Schools will not be paid before services are provided or supplies have been ordered.

Exhibit No 9 - Minneapolis Public Schools Contract Alternative School Accountability Plan

The Minneapolis Public Schools Accountability Plan serves three primary functions at renewal:

1. It provides a protocol for the MPS Contract Alternative Program department to gather and evaluate evidence to determine whether a school has made an adequate case for renewal. In turn, this evidence assists CAP in deciding if it can make the required legal and other findings in order to reach a positive recommendation for renewal.
2. It also provides the school with a guide to understanding CAP's evaluative criteria. The metrics and annual performance targets encompass the critical indicators of our Contract Alternative Programs (CAP) success and their need for an ongoing feedback loop. The annual performance targets and a site visit protocol will measure both best practice and overall school and student performance.
3. These processes will be employed on an annual basis for the next 3 years, to be completed by June of each year. In addition to these processes are annual site visits by MPS CAP administration for staff interviews, classroom observations, curriculum reviewing, and joint discussion with MPS and sites leadership regarding both academic and site data. Additionally, quarterly evaluations in collaboration between site leadership and MPS district staff regarding credit attainment and attendance rates are tabulated, shared and examined for the purpose of optimizing both school and student performance. New supplemental academic support programs that might be developed over the course of the contract term may be included in future evaluations.

Furthermore, CAP will not generally use every benchmark during every kind of renewal review, and how the benchmarks are used differs depending on a school's circumstances. No school should fear that a failure to meet every element of every benchmark means that it is not in a position to make a case for renewal. CAP understands that the performance framework sets a very high standard collectively; as such, perfection on every benchmark is not required to be renewed. Programs will be allowed to add a narrative to all areas being assessed to provide additional information to be used for evaluation.

*The Accountability Plan may be amended at any time with notice and agreement of the school.

Accountability Measures

Part A. Academic Progress

Goal 1A- 100 percent of students will be accurately classified by credit upon enrollment into a Contract Alternative Program (establishes credit/graduation eligibility)

Goal 2A- At least 70% of students enrolled in grades 9 and 10 in each contract alternative high school will meet or exceed their expected growth goal as measured by the NWEA MAP Reading assessment. This measure will only look at those students that were enrolled in the same contract alternative only during either the Fall to Winter or Winter to Spring NWEA MAP testing windows.

Goal 3A- At least 70% of students enrolled in grades 9 and 10 in each contract alternative high school will meet or exceed their expected growth goal as measured by the NWEA MAP Mathematics assessment. This measure will only look at those students that were

enrolled in the same contract alternative only during either the Fall to Winter or Winter to Spring NWEA MAP testing windows.

Goal 4A- 100% of continuously enrolled 11th and 12th graders will be provided the opportunity to be assessed using the ACCUPLACER in Fall and Spring

Goal 5A- At least 80% of credits attempted will be earned by students enrolled in each contract alternative high school for any period of time.

Goal 6A- At least 80% of students enrolled in a single contract alternative high school for the majority of the school year (>= 171days) will earn 5.375 or more academic credits (on-track).

Goal 7A- At least 80% of graduation-eligible seniors will graduate on time. For the purpose of this measure, we will look at only those students that have a reasonable ability to graduate as determined by their enrollment classification. In calculating the "reasonable ability" measure, it will be assumed that each contract alternative high school will offer a minimum of 5.375 credits during the school year and a summer school program offering at least 2.5 credits.

Goal 11A- At least 80 percent of continuously enrolled students in grades 9, 10, 11 0r 12 will remain on-track for graduation.

**Address seniors who need less credit but need to be there longer due to meeting other graduation requirements

Part B. College and Career Readiness

Goal 1B- 100% of graduates will have successfully completed all components of the My Life Plan database.

- ACT Completion
- Resume Writing
- Attend at least one college fair
- Attend at least one career fair
- Complete one mock interview training session
- Attend one FAFSA information session and complete process
- Complete at least two applications to accredited post-secondary institutions

Part C. Student and Family Engagement

Goal 1C- The average daily attendance rate of students enrolled in a single contract alternative high school for the majority of the school year (>= 171 days) will exceed 90%.

Goal 2C- At least 80% of students enrolled in a contract alternative program will either sustain or improve their average daily attendance rate as compared to each student's previous placement.

Goal 4C- Fewer than 10% of the student body will be suspended at any point in the academic year.

Goal 5C- At least 75% of students that do not graduate or return to a comprehensive high school will be retained.

Goal 6C- Fewer than 16.5% of students attending the school will drop out.

Goal 7C- Utilizing the HOPE, DAP, or other pre-approved survey:

- At least 75% of students will report positive or favorable opinions regarding their own personal social and emotional satisfaction with the school.
- At least 75% of students will report positive or favorable opinions regarding school climate and/or operations.

At least 75% of families surveyed utilizing MPS-issued surveys will agree or strongly agree with measures of school satisfaction

Exhibit 10 - Mandated Procedures

1. MPS procedures must be followed when suspending all students. For students receiving special education services - check with your assigned special education teacher.
2. Programs must follow the Pupil Fair Dismissal Act and MPS Discipline policy for suspending and removing students from the program.
3. A suspension form must be completed and entered into Discovery and a suspension letter sent to parent/guardian within 24 hours for any removals one day or longer.
4. A referral form must be completed for any student who is not successful in the program. The student will remain at the program until another placement is secured with support of the Contract Alternative Office.
5. A staff member from the school must attend all mandatory MPS meetings and training.
6. Attendance must be taken and properly recorded every day.
7. MPS Student Placement procedures must be followed when accepting new students.
8. Homebound Instructional Services may not be initiated prior to consulting with the Contract Alternative Special Education DPF or Director of Contract Alternative Programs.
9. All registration paperwork must be accurately completed and submitted before a student may start the program. Unaccompanied youth and Homeless and Highly Mobile student's paperwork can be completed and submitted by a MPS DLD.
10. Any police or ambulance involved incidents must be written up and submitted to the Contract Alternative Office within 24 hours. School must immediately call the Director of Contact Alternative and MPS safety and Security to report the incident.
11. Administrative Transfer forms must be submitted to the MPS transfer and expulsion office within 24 hours.
12. A background check must be on file for everyone, including volunteers, who have contact with students.
13. A summary of Title 1 expenditures must be submitted in accordance with the MPS Title I contract manager.

*Any of the above procedures, may be amended at any time with notice to the school.

Exhibit A

MEMORANDUM OF AGREEMENT BETWEEN
THE MINNEAPOLIS PUBLIC SCHOOLS AND AMERICAN INDIAN OIC
TO SPECIFY THE AMOUNT OF SUPPORT IN ACCORDANCE WITH FORMULA SPECIFIED IN MINN. STAT. 124.D.69

The Program (AMERICAN INDIAN OIC) has an estimated Average Daily Membership (ADM) or:

33.49	Secondary students
	4-6 grade students

as a bias for payment under Minn. Stat 12D.69 and amendments.

Grades	**Total # of students**	**Weighting**	**Weighted Student Number**	**2020/2021 Revenue**	**Total Revenue**
4-6 Grades		**1.0**			
7-12 Grades	**33.49**	**1.2**	**40.19**	**$270,006.45**	
Total Weighted ADM's					**$270,006.45**

We have used projected enrollment to determine the amount of support. Reconciliation may begin in January 2021 if necessary to reconcile a total amount paid to the school with the total amount due based on actual enrollment. After February 15th, 2021, a final adjustment payment to or refund from the school will be made based on the actual ADMs for 2019-20. A monthly invoice will be submitted to Minneapolis Public Schools to request payment. Actual ADM for eligible students for 2020-21 school-year will determine the final budget allocation. Compensation for Compensatory Education is included in the table below. Title I funding will be handled under a separate agreement (see exhibit 7).

Funding Source	**Total Dollars**	**Monthly Allocation (based on 10 Months)**
ADMs	**$270,006.45**	**$27,000.65**
Compensatory Education	**$123,724.80** **$10,310.40**	**$12,372.48** **$1,031.04**
Title 1 **(Invoice through Funded Programs)**	**$1,360.00 (Title 1 Family)** **$30,960.00 (Title 1 Basic)**	**Invoiced Monthly**
Total Monthly Payments (does not include Title I)	**$404,041.65**	**$40,404.17**

Funding for approved summer school programs will be distributed when the district received the funds from the state and will be included in the reconciliation calculations. There will be no reimbursement for students 21 and over.

BOARD OF EDUCATION
SPECIAL SCHOOL DISTRICT NO. 1

By:_____
date
Title: _____

VOLUNTEERS OF AMERICA HIGH SCHOOL

By: _____
date
Title: _____

AGREEMENT
Special School District No. 1 and CENTER SCHOOL
2020-2023

This Agreement is made by and between the Board of Education of Special School District No. 1, Minneapolis Public Schools, ("District"), and CENTER SCHOOL; operating a nonpublic, nonsectarian program; organized as a non-profit corporation under the Laws of the State of Minnesota; and doing business at CENTER SCHOOL Alternative Program at CENTER SCHOOL, located at 2421 Bloomington Ave, Minneapolis, MN 55404.

I. GENERAL PROVISIONS

A. Purpose

The purpose of this Agreement is for CENTER SCHOOL to provide educational services on behalf of the District, at CENTER SCHOOL for District Students who are eligible to receive educational services in an alternative setting under the authority of Minn. Stat. § 124D.68. This agreement includes providing educational options for students who have been expelled or excluded from District schools. This agreement shall terminate if funding for this alternative program ceases or changes pursuant to Minnesota or federal law.

B. Compliance with Laws

CENTER SCHOOL shall comply with all applicable Minnesota and federal laws and regulations including but not limited to: the Minnesota Pupil Fair Dismissal Act, (PFDA) Minn. Stat. § 121A.40 - .56; the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. Ch. 33; Minnesota laws applicable to students with special needs, Minn. Stat. Ch. 125A; the Maltreatment of Minors Reporting Act, Minn. Stat. § 626.556; Section 504, 29 U.S.C. § 794; the Family Education Rights and Privacy Act, (FERPA), 20 U.S.C. § 1232g; and the Minnesota Government Data Practices Act, (MGDPA) Minn. Stat. Ch. 13.

C. District Students

CENTER SCHOOL shall accept for enrollment eligible students at CENTER SCHOOL. An eligible student is a District student who meets the definition of eligible student in Minn. Stat. § 124D.68, as amended.

D. Enrollment/Exit Procedures

1. CENTER SCHOOL shall follow the enrollment process as described in Exhibit 1.
2. CENTER SCHOOL may not impose any admission requirements in addition to or beyond eligibility requirements in MN Stat. 124D.68 subd. 2
3. CENTER SCHOOL shall provide the District with information on a weekly basis regarding openings for students including but not limited to information about the grade level and type of each opening if applicable.
4. CENTER SCHOOL will accept students referred to them by the District for students in need of placement even if doing so puts them over their capped enrollment yet does not compromise program performance, as determined by the Director of Contract Alternatives. CENTER SCHOOL will be paid for the ADMs generated.
5. CENTER SCHOOL may not exit students prior to meeting with a student and their parent/guardian for all students under the age of 18.
6. CENTER SCHOOL must follow MN Stat. 126.05 subd. 8 and withdraw any student who has been absent from school for fifteen (15) consecutive school days during

the regular school year or for five (5) consecutive school days during summer school or intersession classes of flexible school year programs without receiving instruction in the home or hospital.

7. CENTER SCHOOL must follow all District procedures for implementing Homebound Instructional Services and will consult with the Contract Alternative Program Special Education District Program Facilitator (DPF), School Social Worker or School Nurse and/or Contract Alternative Director prior to initiating.
8. Determination as to whether or not student conduct warrants an administrative transfer or expulsion will be made by the MPS Expulsion and Transfer Office (ETO), in consultation with the Director of Contract Alternative Programs.
9. All student data will be maintained and updated by the District and available to CENTER SCHOOL upon request, and as allowed by law. This includes access to student information systems maintained by the district.

II. CONTRACT

A. Duration

The term of this Agreement shall commence on the date following execution by the District and will continue in effect until June 30, 2023 unless terminated by law or according to the provisions herein. As a Learning Year Program, this contract encompasses academic programming during the traditional school year, before and after-school credit recovery and summer school.

B. Renewal

Terms for renewal are based on successful performance and evaluation of the Academic Accountability Measures and will be granted for up to three (3) years based on information and data collected using a site visit protocol and performance metrics as described in Exhibit 9.

III. CENTER SCHOOL RESPONSIBILITIES

A. Student Learning and Academic Measurement Standards

1. CENTER SCHOOL must provide programming that will allow students to fulfill state and district mandated graduation requirements which include:
   a. A minimum of twenty-one-and-a-half (21.5) year-long credits in the required MPS academic areas for all graduates (a “year-long-credit" is the equivalent of the successful completion of an academic year of study or student mastery of applicable state standards.) as listed in Exhibit 2
   b. Meet yearly milestones as required by the My Life Plan, unless and until the curriculum is no longer used in the District. ("My Life Plan" is the career and college exploration and decision assisting curriculum framework used by the District.)
   c. Participate in all mandated state testing and local assessments that are part of either the State of Minnesota or District accountability model, in accordance with Minnesota and District standards.
2. CENTER SCHOOL shall develop a Continual Learning Plan (CLP) for each student within one month of enrollment. The plan must address any areas of needed growth, specific goals, objectives and a timeline to achieve them, as well as methods of evaluation. The CLP shall meet the requirements of Minnesota Statutes, section 124D.128, Subdivision 3. The CLP must be reviewed quarterly and meet the criteria listed in Exhibit 3.

3. CENTER SCHOOL shall comply with the following provisions regarding testing and assessment:
    a. require District students to participate in mandatory state testing.
    b. require District students in grades 9 and 10 to participate in the NWEA MAP testing in the Fall and Spring.
    c. require District students in grades 11 to participate in ACT testing.
    d. provide opportunities for students in grades 11 and 12 to participate in ACCUPLACER testing.
    e. have a test coordinator from CENTER SCHOOL attend all required District meetings.
4. CENTER SCHOOL shall meet the requirements of Minn. Stat. § 124D.68, all applicable federal and Minnesota state education laws, federal regulations and the Rules of the Minnesota Department of Education.
5. CENTER SCHOOL shall provide a learning setting that complies with state of Minnesota education health and safety standards and that is conducive to learning.
6. CENTER SCHOOL shall provide a minimum of six-hour educational day exclusive of a lunch period or shall provide as appropriate 1020 educational hours per school year.
7. CENTER SCHOOL shall meet the Accountability Plan measures as outlined in Exhibit 9.
8. CENTER SCHOOL shall have a written grievance policy for students and ensure that students are aware of this policy and will have clear guidelines for graduation and shall share this information with guardians and students.
9. CENTER SCHOOL shall set up a communication system with parents designed to ensure that parents are aware of its policies and procedures.
10. CENTER SCHOOL shall utilize MPS accountability systems for maintaining accuracy in reporting for both Title I documentation and School Improvement Planning goals and measures
11. CENTER SCHOOL will follow all Mandated Procedures as outlined in Exhibit 10

B. <u>Special Education and Section 504 Services and Standards</u>
1. For any prospective student with an IEP (individual education plan), CENTER SCHOOL must review the IEP with the Contract Alternative Program Special Education District Program Facilitator prior to enrolling the student to determine the appropriateness of the placement.
2. For any student with an IEP, CENTER SCHOOL shall provide appropriate space for District to provide special education and related services required by the IEP. This includes adequate classroom space for instruction, confidential meeting space with access to a phone to conduct IEP meetings, access to a secure printer and a filing cabinet with a lock for confidential documents.
3. CENTER SCHOOL shall require classroom teachers to implement the provisions of the IEPs and ISPs (individual accommodations and adaptations, as well as all requirements of student Behavior Intervention Plans), that require classroom modifications, as required by law.
4. Students receiving special education services may not be exited or transferred from a Contract Alternative program without a full IEP team meeting, including District administrative representation.

5. CENTER SCHOOL shall follow all special education and 504 standards as listed in Exhibit 4.

C. Employment Standards for Staff
   1. CENTER SCHOOL shall employ as instructional staff only such persons as are properly licensed by the State of Minnesota appropriate to the level of instructional services provided. CENTER SCHOOL shall have a copy of each teacher's license on file. CENTER SCHOOL may employ such other staff as may be needed. CENTER SCHOOL will follow MDE guidelines for highly qualified staff, and any other applicable laws and regulations.
   2. CENTER SCHOOL will submit to Minneapolis Public Schools staffing information for any innovative program waivers and out of field permission requested for staff at CENTER SCHOOL.
   3. CENTER SCHOOL shall implement background checks on all new employees in accordance with Minnesota law and will report the results of background checks to the CAP office within two weeks of the time the employee begins to work for CENTER SCHOOL. Employees required to undergo background checks include, but are not limited to:
      a. Teachers and teaching assistants;
      b. Administrators and business office personnel;
      c. Custodians and clerical staff;
      d. Transportation providers under contract with CENTER SCHOOL or a member school;
      e. Childcare providers at CENTER SCHOOL.
   4. When offering employment to a licensed teacher, CENTER SCHOOL shall contact the Board of Teaching to determine whether there has been any disciplinary action against a teacher based on a board determination that sexual misconduct or attempted sexual misconduct occurred between the teacher and a student.
   5. CENTER SCHOOL shall require CENTER SCHOOL staff to participate in staff development sessions regarding mandated reporting, ethics and other Districted and/or State mandated training as well as appropriate implementation of special education services and 504 Plan services.
   6. CENTER SCHOOL staff shall be able to attend any District-sponsored staff development at the same cost and basis as a District employee and be provided with appropriate documentation of such staff development.

D. Record and Reporting Requirements
   1. Report on Student Attendance
      a. CENTER SCHOOL shall report accurate student attendance for each day programs are in session using a format and reporting schedule prescribed by the District.
   2. Annual Student Achievement, Improvement, Organization Reports
      a. CENTER SCHOOL shall provide the District with an Annual Report for each school year on or before November 15th of each year for the previous school year. The Annual Report shall contain at least the items listed in Exhibit 5. Liability and Property Insurance Certificates shall be sent to the District with the Annual Report.
   3. Financial Reporting

a. CENTER SCHOOL will receive a yearly Memorandum of Agreement (MOA) from the District that outlines Revenues and Expenditures for the upcoming year. This MOA will include projected ADMs, Compensatory and Title I funds.
b. CENTER SCHOOL will submit a budget for the coming school year by August 15th that will address all expenditures taken from dollars passed through by the District each year this contract is in effect.
c. If the District has been informed by the State, CENTER SCHOOL auditor, CENTER SCHOOL creditor, through its own investigation, or by another manner that CENTER SCHOOL or one of its affiliates is more than 60 days in arrears for its payments to creditors, District may request and CENTER SCHOOL shall submit to the District a listing of all creditors for whom there is an outstanding liability.
d. No administrative oversight fees may be taken from compensatory dollars or Title dollars.
e. Title I funds will be reimbursed following the process set forth in Exhibit 8.
f. CENTER SCHOOL shall provide the District with access to all payroll records regardless of whether CENTER SCHOOL uses an external payroll service, within a reasonable time period.

4. Records Management and Retention
   a. CENTER SCHOOL shall retain any and all books, documents, papers, financial records and other records related to the services CENTER SCHOOL provides to the District for a period of six years after the year in which CENTER SCHOOL provides the service. CENTER SCHOOL agrees that the District or its duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary with reasonable notice, shall have access to and the right to the records that are pertinent to and involve transactions relating to this Agreement. This requirement applies to all records including records of grants or other revenue received from the City of Minneapolis, Hennepin County, the State of Minnesota, the federal government and other public or private sources for the services rendered under the Agreement.
   b. Upon termination of the contractual relationship between CENTER SCHOOL and the District, CENTER SCHOOL agrees to immediately turn over to the District any and all documents, papers, finance records and other student records related to services provided.

E. <u>Other Legal Requirements</u>
   1. Nondiscrimination
      a. CENTER SCHOOL shall abide by state and federal laws prohibiting discrimination in education and employment. CENTER SCHOOL shall provide to the District all information and reports about CENTER SCHOOL nondiscrimination policies when required by the District to do so.
   2. Facilities Occupancy Certificate
      a. CENTER SCHOOL shall maintain a current "Facilities Occupancy Certificate" issued by the City of Minneapolis.
   3. CENTER SCHOOL shall notify the District of any proposed or actual significant changes in CENTER SCHOOL policies or staff.

IV. DISTRICT RESPONSIBILITIES

A. Financial Auditing
   1. A District audit will be conducted annually to review finances related to public school funds being used to support the program
B. Provisions of Special Education Instruction and Related Services
   1. The District, using District employees, shall provide direct and indirect special education and related services to those students determined to be eligible for such services consistent with their IEP's.
C. Monitoring and Support Services
   1. The District shall monitor CENTER SCHOOL performance of its obligations under this Agreement.
D. Payment
   1. The District shall pay CENTER SCHOOL as outlined in Section V herein. This amount shall be net of any fees.
   2. Payments will be divided over ten months, September through June of each contract year.
E. Transportation
   1. The District will provide transportation or transportation dollars to students who live in the Minneapolis District and who qualify for such services.
F. Staff Development
   1. The District will hold a beginning-of-the-year required kick-off session and end-of-year wrap up session for all CAP schools.
   2. The District will provide two full-day staff development opportunities for all CENTER SCHOOL staff.
   3. The District will provide an annual information session for CENTER SCHOOL staff around Title 1 reporting, SIP completion, 504 Plans, PSWE and Family Engagement.

V. FINANCIAL SUPPORT FOR CONTRACT CENTER SCHOOL

A. District shall pay CENTER SCHOOL pursuant to Minnesota Statutes § 124D.69. District shall make payment only upon average daily membership documentation submitted by CENTER SCHOOL in such form as deemed satisfactory by District. District may begin the reconciliation process with an adjustment to the monthly payments starting in April of each contract year, if necessary to reconcile the total amount paid to CENTER SCHOOL with the total amount due based on actual enrollment. District shall provide funding only if CENTER SCHOOL has complied with the terms of this Agreement and any reasonable requests of District. Final ADM counts provided by the State will be used to determine final payments. The payment will be net of any charges for services provided by the District.

VI. CONTRACTING WITH OTHER ENTITIES

A. CENTER SCHOOL shall neither enter into subcontracts for performance of any of the purchased services contemplated under this Agreement nor assign this Agreement, without prior written approval of the District and subject to such conditions and provisions as the District may deem necessary. CENTER SCHOOL shall be responsible for the performance and liability of all subcontractors.
B. In the event CENTER SCHOOL enters into a contract with another school district to provide educational services for students for whom the other school district is responsible, CENTER SCHOOL shall indemnify District for any loss of any kind that District may incur because of CENTER SCHOOL contract with another school district.

VII. INSURANCE REQUIREMENTS AND FINANCIAL ASSURANCE

A. CENTER SCHOOL shall at its own expense, maintain comprehensive general liability insurance covering claims that arise out of its acts and operations under this Agreement for which it may be legally liable. At a minimum, CENTER SCHOOL must provide insurance coverage in accordance with Exhibit 6.

B. CENTER SCHOOL or its members shall also maintain property insurance covering the facility in which the educational program is located.

C. CENTER SCHOOL and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending CENTER SCHOOL.

D. CENTER SCHOOL will provide electronic access to the annual audit, along with any auditor's notes at the same time the report is sent to the Board of the overseeing agency.

VIII. INDEMNIFICATION

A. Except as expressly provided in this Agreement or in connection with insurance coverage required to be provided in this Agreement by one party for the benefit of the other, each party shall be responsible for its own legal representation and legal costs.

B. Except where there is an actual or potential conflict of interest, the parties shall fully cooperate with legal counsel for one another in connection with any legal claim asserted against either of them for services provided under this Agreement.

C. Nothing in this Agreement is intended to nor shall the terms of this Agreement expand the liability of the District and CENTER SCHOOL under Minnesota law.

D. CENTER SCHOOL shall indemnify, save and hold the District, its employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits, costs, judgments, or other forms of liability to third parties, actual or claimed, including attorney's fees, for injury to property or persons, occurring or allegedly occurring in, on or about CENTER SCHOOL property, based on conduct committed by CENTER SCHOOL or by its employees, officers, directors, subcontractors, or agents. Upon timely written notice from the District, CENTER SCHOOL shall defend the District in any action or proceeding against the District that is within the purview of this paragraph.

E. Notwithstanding any other provision of this Agreement, CENTER SCHOOL shall not settle or compromise any claim against it relating to its obligations under this Agreement without a signed agreement of approval from the District.

F. The foregoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability to third parties provided or available to either of the parties under applicable state governmental immunities laws.

G. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of CENTER SCHOOL personnel or other persons while engaged on behalf of CENTER SCHOOL, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment with CENTER SCHOOL including without limitation, claims of discrimination against CENTER SCHOOL, its members, officers, agents, contractors or employees shall in no way be the responsibility of the District and CENTER SCHOOL shall defend indemnify and hold the District, its officers, agents and employees harmless f1-om any and all such claims regardless of any determination of any

pertinent tribunal, agency, board, commission, or court, and from the expenses of defending such claims, including attorney's fees. CENTER SCHOOL personnel and other persons engaged on behalf of CENTER SCHOOL shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the District, including, without limitations, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, unemployment compensation, disability, severance pay, and P.E.R.A.

IX. RELATIONSHIP OF THE PARTIES

A. It is agreed that nothing contained in this Agreement is intended, or should be construed in any manner, as creating or establishing the relationship of partners between the District and CENTER SCHOOL or as constituting CENTER SCHOOL as the agent, representative or employee of the District for any purpose or in any manner whatsoever. CENTER SCHOOL is to be and shall remain an independent contractor with respect to all services performed under this Agreement. CENTER SCHOOL represents that it has, or will secure at its own expense, all personnel required to perform its obligations under this Agreement. All staff employed by CENTER SCHOOL either directly or indirectly shall be employees of CENTER SCHOOL or its affiliates and not the District. CENTER SCHOOL or its affiliates shall determine salary, benefit eligibility, retirement plans, and performance standards, continuing professional development needs and all other incidents and benefits of employment.

X. AMENDMENT

A. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment to this Agreement and duly signed by the parties hereto.

XI. DEFAULT, NOTICE AND CURE

A. Inability to Perform

1. CENTER SCHOOL shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the educational services to be provided to the District under this Agreement. CENTER SCHOOL shall immediately notify the District in writing whenever it is unable to, or reasonably believes it is going to be unable to, provide the agreed upon quality and quantity of educational services. Upon such notification, the District shall determine whether such inability requires a modification or immediate cancellation of this Agreement without opportunity for cure.

B. Default by CENTER SCHOOL

1. Unless excused by District default or District waiver of default, any of the following occurrences shall constitute default on the part of CENTER SCHOOL:
    a. Failure to comply with any relevant legal requirements.
    b. Failure to perform any duties or requirements outlined in this Agreement.
    c. Failure to respond to requests by the District for information about CENTER SCHOOL financial status.
    d. Failure to create, implement and advance a plan for payment of creditors.
    e. Failure to acquire and hold a lease for the building space used for instruction.
    f. Failure to pay the Internal Revenue Service and Minnesota Department of Revenue any monies due.
    g. Failure to maintain adequate records, both student records and financial records regarding the program.

C. Default by District
   1. Unless excused by CENTER SCHOOL default, or CENTER SCHOOL waiver of default, failure to perform any other material provision of this Agreement shall constitute default on the part of the District.

D. Written Notice of Default
   1. Unless otherwise provided in this Agreement, no event shall constitute a default giving rise to the right to terminate unless and until written Notice of Default is given to the defaulting party, specifying the particular event, series of events or failure constituting the default and specifying the cure period, if any.

E. Cure Period
   1. If the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) business days or such other time as may be specified under the terms of this Agreement or in the Notice of Default, then this Agreement may be terminated by written notice as provided in paragraph XII below.

XII. TERMINATION OF AGREEMENT

A. With or Without Cause
   1. This Agreement may be terminated by either party, with or without cause, effective on July 1 of any given contract year, provided that the party wishing to terminate the Agreement delivers a Notice of Termination to the authorized representative of the other party on or before April 1 immediately preceding the July 1 termination date. If both parties agree, this Agreement may be terminated at any other time during the term of this Agreement. CENTER SCHOOL will return all District resources and property upon termination of the agreement.

B. Changes in Legislation
   1. If legislation changes the funding formula; either side may terminate the agreement with thirty days notice.

C. Changes in Policy or Staff
   1. The District reserves the right to terminate this Agreement without opportunity to cure if the District determines that a proposed or actual significant change in CENTER SCHOOL policies or staff is contrary to the purpose of this Agreement or contrary to relevant District policies.

D. Termination After Failure to Cure Default
   1. If, after the time specified for cure of default in the Notice of Default issued in accordance with paragraph XI.D above, the party in default has failed to cure the default in a manner satisfactory to the party issuing the Notice of Default; the party not in default may issue a Notice of Termination. The Notice of Termination must be delivered to the Authorized Representative of the party in default. The Notice of Termination shall specify the bases for the termination.

E. Default by CENTER SCHOOL
   1. After receipt of Notice of Termination from District because of default by CENTER SCHOOL, and except as otherwise directed by District, CENTER SCHOOL shall:
      a. Discontinue provision of services subcontracted pursuant to paragraph VI of this Agreement on that date or to the extent specified in the Notice of Termination.

b. Cancel all orders and subcontracts to the extent that they relate to the performance of services subcontracted pursuant to paragraph VI of this Agreement and are canceled by the Notice of Termination.
c. Settle all outstanding liabilities and all claims arising out of such cancellation of orders and subcontracts, with the approval or ratification to the extent that may be required, which approval or ratification shall be final for all the purposes of this clause.
d. Complete performance of such services subcontracted pursuant to paragraph VI of this Agreement that shall not have been canceled by the Notice of Termination.
e. Maintain all records relating to performance of the canceled portion of this Agreement for a minimum of six years. CENTER SCHOOL shall maintain records for a longer period if reasonably required to do so by the District.
f. Forward all student records to the District within 30 days and return all property belonging to the District.

F. Default by District
1. After receipt of Notice of Termination from CENTER SCHOOL because of default by District, and except as otherwise directed by CENTER SCHOOL, District shall:
a. Cancel all orders and subcontracts to the extent that they relate to the performance of services subcontracted pursuant to paragraph VI of this Agreement and are canceled by the Notice of Termination.
b. Settle all outstanding liabilities and all claims arising out of such cancellation of orders and
subcontracts, with the approval or ratification to the extent that may be required, which approval or ratification shall be final for all the purposes of this clause.
c. Complete performance of such services subcontracted pursuant to paragraph VI of this Agreement
that shall not have been canceled by Notice of Termination.
d. Maintain all records relating to performance of the canceled portion of this Agreement for a minimum of six years. District shall maintain records for a longer period if reasonably required to do so by the CENTER SCHOOL.

XIII. REMEDIES

A. Notwithstanding any cure period, District is entitled to recover from CENTER SCHOOL any damages sustained by District by virtue of any breach of this Agreement by CENTER SCHOOL, and District may withhold payments to CENTER SCHOOL for the purpose of set-off provided that such amounts withheld are reasonably related to actual damages.
B. It is agreed that any right or remedy provided for in this Agreement shall not be considered as the exclusive right or remedy of either party for any default in any respect by the other party, but such right or remedy shall be considered to be in addition to any other right or remedy hereunder or allowed by law or equity.
C. Either party's failure to insist upon strict performance of any covenant, agreement, or stipulation of the Agreement or to exercise any right contained in the Agreement, shall not be a waiver or relinquishment of such covenant, agreement, stipulation, or right, unless the waiving party consents thereto in writing. Any such written consent

shall not constitute a waiver or relinquishment of the future exercise of such covenant, agreement, stipulation or right.

XVI. NO THIRD-PARTY BENEFICIARY RIGHTS

A. No third party, whether a constituent of the District or otherwise, may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of, the District or CENTER SCHOOL in this Agreement. This Agreement is not intended to create any rights of a third-party beneficiary.

XVII. CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

A. This Contract shall be construed under Minnesota law (without regard for choice of law considerations) and the policies and procedures of the District, as amended from time to time. Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, CENTER SCHOOL specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

XVIII. INDEMNIFICATION

A. Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students,
employees and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of CENTER SCHOOL's negligent acts or omissions or in connection with CENTER SCHOOL breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District.

Exhibits 1 through 12 are attached and incorporated herein by reference.

Exhibit 1 - Enrollment Process
Exhibit 2 - Graduation Requirements
Exhibit 3 - Continual Learning Plan (CLP) requirements
Exhibit 4 – Special Education and 504 Plan Expectations
Exhibit 5 - Annual Report and School Improvement Plan Minimum Requirements
Exhibit 6 - Insurance Requirements
Exhibit 7 - District Billing for Additional Services
Exhibit 8 - Title One
Exhibit 9 - Academic Accountability Plan
Exhibit 10- Mandated Procedures

IN WITNESS, WHEREOF, the parties have executed this Agreement on the date and year written below.

BOARD OF EDUCATION SPECIAL SCHOOL DISTRICT NO. 1	CENTER SCHOOL
By: _____ Date	By: _____ Date
Title: _____	Title: _____

Exhibit 1 - Enrollment Process

Student Placement Services
1250 West Broadway
668-1840

Students must go to the Student Placement Center before they enroll or start classes if:
They are new to the district
They have been out of MPS for more than one calendar year

Student Placement Service will:
Request and review student records
Fill out purple form and form 13 and fax a copy to the Contract Alternative Program office at Davis Center
Tell students about options within the district including Contract Alternative Programs
Review student's special education needs and refer Federal Setting II and higher to district staff for placement (Contract Alternatives do not serve setting 3 or higher)
Review any health concerns
Contact Contract Alternative Program for placement
Immediately place any students identified as Homeless and Highly Mobile and work to obtain records following the placement

If student placement is unable to retrieve a student's records within three days, they will place the student with the information they have. The sites will then need to request the records again.

New Families Center
3345 Chicago Avenue South
668-3700

Students must go to the New Families Center before they enroll or start classes if:
They are new to the country
They have a home language other than English and they have been in a MPS school
The have a home language other than English and they have been out of MPS for more than one calendar year

New Families Center will:
Request and review student records
Administer the WIDA Screener to determine ELL eligibility
Contact Alternative Program for placement
Immediately place any students identified as Homeless and Highly Mobile and work to obtain records following the placement

If a student does not need to go to Student Placement Services or New Families Center you can enroll them directly at your site.

Students Receiving Special Education Services
Fax/Email student names and ID numbers to the Contract Alternative Office

The Contract Alternatives Special Education Department will review any potential student's special education documents and needs to ensure that the school is able to provide the appropriate level of special education support prior to enrolling the student.
If the student's special education needs cannot be met through the contract alternative program, the CAP Office will send the student's name to MPS student placement so that the student can be placed into another MPS school.

Students should not start classes until the special education review is complete.

Students with Medical/Health Concerns

Fax/Email student names and ID numbers to the Contract Alternative Office
Contract Alternative Nurse will review medical needs

All Students

Contract Alternative Programs will turn in weekly site count to Student Placement Services. This will assist in placing students wanting to enroll in a Contract Alternative Program.
If your program is at full capacity, please refer students to another school or back to Placement Services.

Exhibit 2 – Graduation Credit Requirements

Graduation Credit Requirements for Students Under 2015 – 2018 Graduation Requirements

- 4 year-long credits in language arts
- 4 year-long credits in social studies, including (at minimum):
    - 3.5 year-long credits in:
        - U.S. history
        - geography
        - world history
        - government and citizenship
    - .5 credits in economics
- 3 year-long credits in mathematics, including (at minimum)
    - geometry
    - Either algebra II or statistics and probability
- 3 year-long credits in science, including (at minimum)
    - A semester each of biology 1 and biology 2
    - chemistry
    - A semester each of physics 1 and physics 2
- 1 year-long credit in the arts
- 1 year-long credit in physical education
- 1 year-long credit in health
- 4.5 year-long elective credits

Graduation Credit Requirements for Students under 2019 Graduation Requirements and Beyond

- 4 year-long credits in language arts
- 3.5 year-long credits in social studies, including:
    - 1.0 U.S. history
    - 0.5 geography
    - 1.0 world history
    - 0.5 Government and citizenship
    - 0.5 Economics
- 3 year-long credits in mathematics, including (at minimum)
    - 1 year-long credit in intermediate algebra
    - 1 year-long credit in geometry
    - 1 year-long credit in algebra II or statistics and probability
- 3 year-long credits of science, including (at minimum)
    - 1 year-long physical science
    - 1 year-long biology
    - 1 year-long chemistry or physics
- 1 year-long credit in the arts
- .5 year-long credits in physical education
- .5 year-long credits in health
- 6 year-long elective credits

Exhibit 3 – Continual Learning Plan Requirements

Programs need to develop Continual Learning Plans (CLP's) that are:

- Learner Centered
- Individually Designed by the program
- Able to meet the specific program focus and student needs

CLPs are required annually for every student in a Contract Alternative Program. The student learning objectives must contain:

- Courses and credits the student plans to take
- Graduation requirements the student must complete (HS only)
- Assessment measurements used to evaluate a pupil's progress

CLPs must be signed and dated:

- The CLP will not be effective or valid unless a student has signed it
- Staff must sign the CLP
- Parent signatures must be included for students under the age of 18. Make your best effort to obtain and document your attempts to obtain a signature
- Forms must be updated at the beginning of every grading period
- Forms for summer school must be amended
- CLPS must be kept on file at each site for three years (not including the current year)

Exhibit 4 - Special Education and 504 Plan Expectations

1. All students with an IEP must be allowed to enter when they come into the building, this includes if they leave the building during the regular school day. Procedures may be established to process with their special education case manager and program administration prior to entering class.
2. All students receiving special education services have IEPs; therefore, they cannot be a part of a separate RTI process within the school and conflicts with their IEP. If there are academic or behavior concerns, they should be addressed with the special education resource teachers.
3. MPS licensed special education staff will be consulted with prior to a special education student's suspension as well as included on the special education student's intake. If suspension was related to a fight, the special education staff, in consultation with school site administration will determine if mediation is appropriate. Language should be included in a student accommodation page outlining if mediation is appropriate or if processing with their special education resource teacher upon return is more appropriate due to their disability.
4. Schools with Independent Study Programs (ISP) will have written requirements regarding student attendance and enrollment policies regarding students receiving special education services. All students receiving special education services referred to ISP must be reviewed by their special education case manager/teacher and deemed appropriate by the special education team.
5. In School Suspension (ISS) for students receiving special education services will be discussed and determined as an appropriate consequence with the student's case managers. If a special education student will have ISS, they will attend their scheduled special education courses/receive their daily minutes of service, per their IEP.
6. All schools will identify who their Building 504 Coordinator is and inform the District 504 Coordinator to receive required 504 Overview and EdPlan 504 trainings. Once the 504 Coordinator receives the training they will subsequently be given access to Edplan and can access all 504 Plan documents and forms for students on their caseload.
7. All schools will ensure that the 504 plans are being serviced by the regular education teachers and relevant staff and meetings are completed annually.
8. 504 Plans will be reviewed and updated annually. Eligibility will be reevaluated every three years or when the student's medical or mental health needs change and a new Eligibility Report will be finalized.

Exhibit 5 - Annual Report and School Improvement Plan Minimum Requirements

Minneapolis Contract Alternative Program

Each Minneapolis Contract Alternative Program is required to file a complete Annual Report **at the time of contract renewal** and a **yearly** School Improvement Plan (SIP) based on a summary of the results achieved by the students at the Contract Alternative Program. The SIP is written each fall with updates in February and May. The Annual Report is required to be filed no later than October 1st of the first year of renewal.

Contract Alternative Program Annual Report should include all of the following information:

1. Program Mission and Vision statement.
2. A brief summary of site goals and School Improvement Plan
3. A copy of your Positive School-Wide Engagement Plan.
4. A copy of the Continuous Learning Plan (CLP)
5. An up to date calendar, including extended learning and summer school times and dates
6. Program governance including the responsibilities of the board, board members, board selection process, program director/principal and other program management along with contact information.
7. Teaching and support staff information including staff names, file folder number, teaching assignments, approved waivers and positions.
8. A copy of your teacher evaluation form and explanation of procedures
9. Program shall report results of background checks on all new employees hired within two weeks of the start date.
10. List any third-party contractors working directly with students.
11. A year up-to-date updated budget for the Program including salary allocations, benefits, and other income and benefits provided such as housing, car allowance, and any other benefits not specified herein, for all staff paid either wholly or partly with MPS funds: general education, compensatory education, Title I and ELL.
12. A breakdown of other expenditures that are paid for out of District funds including, but not limited to curriculum, rent, utilities etc.
13. A link to the most recent annual audit conducted by the organization, including the auditor notes and management letter
14. A link to the most recent Form 990.
15. Proof of property and liability insurance. (Please submit an updated copy upon renewal).
16. A copy of the policy and processing procedures of volunteers working with students.
17. Overhead percentage charged by the agency. Overhead must be within a reasonable range and is subject to review by MPS.

All information should be electronically submitted and all items must be included.

*Any of the above procedures may be amended at any time with notice to the school.

Exhibit 6 - SPECIAL SCHOOL DISTRICT NO. 1 MINNEAPOLIS PUBLIC SCHOOLS

INSURANCE REQUIREMENTS 2020-2023

In order to protect CONTRACTOR and Special School District #1 ("District"), CONTRACTOR agrees at all times during the term of this contract, and beyond such term when required under the terms of the Contract, to have and keep in force insurance coverage as indicated below:

Limits

1. For all Contracts beginning July 1, 2012, coverage in the types and amounts as set out below:

(a)	Commercial General Liability on an occurrence Basis with contractual liability coverage, including Officers and Directors Errors and Omissions with General Aggregate	$1,500,000
	Products- Completed Operations Aggregate	$1,500,000
	Personal and Advertising Injury	$1,500,000
	Each Occurrence- Combined Bodily Injury and Property Damage	$1,500,000
(b)	Automobile Liability- Combined single limit Each occurrence coverage or the equivalent Covering owned, non-owned, and hired automobiles	$1,500,000
(c)	Worker's Compensation and Employer's Liability:	
	I. Worker's Compensation Statutory requirements. If the contractor is based outside the State of Minnesota, Coverage must apply to Minnesota Laws.	
	ii. Employer's Liability. Bodily injury by: a. Each accident b. Disease- Policy limit c. Disease - Each employee	 $500,000 $500,000 $500,000
(d)	Professional Liability- Professional Liability (errors and omissions) insurance with respect to its professional Activities	$1,500,000

2. An umbrella or excess liability policy over primary liability insurance coverage is an acceptable method to provide the required insurance limits.

3. The above establishes minimum insurance requirements. It is the sole responsibility of CONTRACTOR to determine the need for and to procure additional insurance that may be needed in connection with this Contract. Copies of insurance policies shall be submitted to the District upon written request.

4. CONTRACTOR shall not commence work until it has obtained required insurance and filed with the District a properly executed Certificate of Insurance that clearly evidences

the required insurance coverage. The certificate shall name Special School District No. 1 as the certificate holder and as an additional insured for the Commercial General Liability coverage (excluding professional liability or errors and omissions) with respect to operations covered under the Contract. The certificate should also show that the District will receive 30 days' prior written notice in the event of cancellation, non-renewal or material change in any described policies.

5. CONTRACTOR shall furnish to the District updated certificates during the term of the Contract as insurance policies expire. If a CONTRACTOR fails to furnish proof of insurance coverage, the District may withhold payments and/ pursue any other right or remedy allowed under the Contract, law, equity, and/or statute.

6. If CONTRACTOR is unable to obtain a required insurance coverage, or coverage is not renewed or is cancelled during the term of this contract, CONTRACTOR shall make immediate good faith efforts to obtain or replace the coverage in the open market. If such efforts are unsuccessful, CONTRACTOR shall immediately notify the District.

Exhibit 7 - District Billing for Additional Services

Special education and assessment will be provided for students who are in need and qualify for such services by licensed special education staff, or staff with approved Minnesota Department of Education variances. The District will provide school psychologist, related services and due process support necessary to complete such assessments and maintain due process records. The Program will pay the District for the non-reimbursable cost of the Special Education Teacher assigned.

There is a maximum to the amount of special education support provided to your site at this level. If there are more students than this amount of teacher time can support, or if the District requests that a program enroll students with significant needs beyond the scope of which the special education teacher can handle, the district may provide additional support at no additional cost, to be arranged as needed.

The District will provide additional support to the alternative school programs, which will include social work, counseling and clerical at no cost.

Total cost for contracted services will be deducted in ten equal monthly installments from the District payment to the Program beginning with the first such payment in September, 2020.

Exhibit 8 - MPS Title I Contract Alternative Process

1. School receives Title I allocation information in Spring
2. School creates a yearly SIP with input from stakeholders.
3. Following each school month, school will submit an itemized invoice to MPS for Title I services provided or goods purchased by the 15th of the following month (ex. September invoice due by October 15th). The invoice must include:
    a) School name
    b) Month of service
    c) Categories of expense (staffing, supplies, food for a parent event, etc.)
    d) Dollar amount for each category
    e) How each expense is aligned to the SIP (location in SIP)
    f) Title I area of each expense (Basic or Family Involvement)
    g) Total dollar amount
4. MPS will process invoices and reimburse the school for expenses incurred the previous month.

Note: Schools will not be paid before services are provided or supplies have been ordered.

Exhibit No 9 - Minneapolis Public Schools Contract Alternative School Accountability Plan

The Minneapolis Public Schools Accountability Plan serves three primary functions at renewal:

1. It provides a protocol for the MPS Contract Alternative Program department to gather and evaluate evidence to determine whether a school has made an adequate case for renewal. In turn, this evidence assists CAP in deciding if it can make the required legal and other findings in order to reach a positive recommendation for renewal.
2. It also provides the school with a guide to understanding CAP's evaluative criteria. The metrics and annual performance targets encompass the critical indicators of our Contract Alternative Programs (CAP) success and their need for an ongoing feedback loop. The annual performance targets and a site visit protocol will measure both best practice and overall school and student performance.
3. These processes will be employed on an annual basis for the next 3 years, to be completed by June of each year. In addition to these processes are annual site visits by MPS CAP administration for staff interviews, classroom observations, curriculum reviewing, and joint discussion with MPS and sites leadership regarding both academic and site data. Additionally, quarterly evaluations in collaboration between site leadership and MPS district staff regarding credit attainment and attendance rates are tabulated, shared and examined for the purpose of optimizing both school and student performance. New supplemental academic support programs that might be developed over the course of the contract term may be included in future evaluations.

Furthermore, CAP will not generally use every benchmark during every kind of renewal review, and how the benchmarks are used differs depending on a school's circumstances. No school should fear that a failure to meet every element of every benchmark means that it is not in a position to make a case for renewal. CAP understands that the performance framework sets a very high standard collectively; as such, perfection on every benchmark is not required to be renewed. Programs will be allowed to add a narrative to all areas being assessed to provide additional information to be used for evaluation.

*The Accountability Plan may be amended at any time with notice and agreement of the school.

Accountability Measures

Part A. Academic Progress

Goal 1A- 100 percent of students will be accurately classified by credit upon enrollment into a Contract Alternative Program (establishes credit/graduation eligibility)

Goal 2A- At least 70% of students enrolled in grades 9 and 10 in each contract alternative high school will meet or exceed their expected growth goal as measured by the NWEA MAP Reading assessment. This measure will only look at those students that were enrolled in the same contract alternative only during either the Fall to Winter or Winter to Spring NWEA MAP testing windows.

Goal 3A- At least 70% of students enrolled in grades 9 and 10 in each contract alternative high school will meet or exceed their expected growth goal as measured by the NWEA MAP Mathematics assessment. This measure will only look at those students that were

enrolled in the same contract alternative only during either the Fall to Winter or Winter to Spring NWEA MAP testing windows.

Goal 4A- 100% of continuously enrolled 11th and 12th graders will be provided the opportunity to be assessed using the ACCUPLACER in Fall and Spring

Goal 5A- At least 80% of credits attempted will be earned by students enrolled in each contract alternative high school for any period of time.

Goal 6A- At least 80% of students enrolled in a single contract alternative high school for the majority of the school year (>= 171days) will earn 5.375 or more academic credits (on-track).

Goal 7A- At least 80% of graduation-eligible seniors will graduate on time. For the purpose of this measure, we will look at only those students that have a reasonable ability to graduate as determined by their enrollment classification. In calculating the "reasonable ability" measure, it will be assumed that each contract alternative high school will offer a minimum of 5.375 credits during the school year and a summer school program offering at least 2.5 credits.

Goal 11A- At least 80 percent of continuously enrolled students in grades 9, 10, 11 0r 12 will remain on-track for graduation.

**Address seniors who need less credit but need to be there longer due to meeting other graduation requirements

Part B. College and Career Readiness

Goal 1B- 100% of graduates will have successfully completed all components of the My Life Plan database.

- ACT Completion
- Resume Writing
- Attend at least one college fair
- Attend at least one career fair
- Complete one mock interview training session
- Attend one FAFSA information session and complete process
- Complete at least two applications to accredited post-secondary institutions

Part C. Student and Family Engagement

Goal 1C- The average daily attendance rate of students enrolled in a single contract alternative high school for the majority of the school year (>= 171 days) will exceed 90%.

Goal 2C- At least 80% of students enrolled in a contract alternative program will either sustain or improve their average daily attendance rate as compared to each student's previous placement.

Goal 4C- Fewer than 10% of the student body will be suspended at any point in the academic year.

Goal 5C- At least 75% of students that do not graduate or return to a comprehensive high school will be retained.

Goal 6C- Fewer than 16.5% of students attending the school will drop out.

Goal 7C- Utilizing the HOPE, DAP, or other pre-approved survey:

- At least 75% of students will report positive or favorable opinions regarding their own personal social and emotional satisfaction with the school.
- At least 75% of students will report positive or favorable opinions regarding school climate and/or operations.

At least 75% of families surveyed utilizing MPS-issued surveys will agree or strongly agree with measures of school satisfaction

Exhibit 10 - Mandated Procedures

1. MPS procedures must be followed when suspending all students. For students receiving special education services - check with your assigned special education teacher.
2. Programs must follow the Pupil Fair Dismissal Act and MPS Discipline policy for suspending and removing students from the program.
3. A suspension form must be completed and entered into Discovery and a suspension letter sent to parent/guardian within 24 hours for any removals one day or longer.
4. A referral form must be completed for any student who is not successful in the program. The student will remain at the program until another placement is secured with support of the Contract Alternative Office.
5. A staff member from the school must attend all mandatory MPS meetings and training.
6. Attendance must be taken and properly recorded every day.
7. MPS Student Placement procedures must be followed when accepting new students.
8. Homebound Instructional Services may not be initiated prior to consulting with the Contract Alternative Special Education DPF or Director of Contract Alternative Programs.
9. All registration paperwork must be accurately completed and submitted before a student may start the program. Unaccompanied youth and Homeless and Highly Mobile student's paperwork can be completed and submitted by a MPS DLD.
10. Any police or ambulance involved incidents must be written up and submitted to the Contract Alternative Office within 24 hours. School must immediately call the Director of Contact Alternative and MPS safety and Security to report the incident.
11. Administrative Transfer forms must be submitted to the MPS transfer and expulsion office within 24 hours.
12. A background check must be on file for everyone, including volunteers, who have contact with students.
13. A summary of Title 1 expenditures must be submitted in accordance with the MPS Title I contract manager.

*Any of the above procedures, may be amended at any time with notice to the school.

Exhibit A

MEMORANDUM OF AGREEMENT BETWEEN
THE MINNEAPOLIS PUBLIC SCHOOLS AND CENTER SCHOOL
TO SPECIFY THE AMOUNT OF SUPPORT IN ACCORDANCE WITH FORMULA SPECIFIED IN MINN. STAT. 124.D.69

The Program (Center School) has an estimated Average Daily Membership (ADM) or:

41.04	Secondary students
	4-6 grade students

as a bias for payment under Minn. Stat 12D.69 and amendments.

Grades	Total # of students	Weighting	Weighted Student Number	2019/2020 Revenue	Total Revenue
4-6 Grades		**1.0**			
7-12 Grades	**41.04**	**1.2**	**49.25**	**$324,371.68**	
Total Weighted ADM's					**$324,371.68**

We have used projected enrollment to determine the amount of support. Reconciliation may begin in January 2021 if necessary to reconcile a total amount paid to the school with the total amount due based on actual enrollment. After February 15th, 2021, a final adjustment payment to or refund from the school will be made based on the actual ADMs for 2019-20. A monthly invoice will be submitted to Minneapolis Public Schools to request payment. Actual ADM for eligible students for 2020-21 school-year will determine the final budget allocation. Compensation for Compensatory Education is included in the table below. Title I funding will be handled under a separate agreement (see exhibit 7).

Funding Source	Total Dollars	Monthly Allocation (based on 10 Months)
ADMs	**$324,371.68**	**$32,437.17**
Compensatory Education	**$137,472.00**	**$13,747.20**
Title 1 **(Invoice through Funded Programs)**	**$1,548.00 (Title 1 Family)** **$35,260.00 (Title 1 Basic)**	**Invoiced Monthly**
Total Monthly Payments (does not include Title I)	**$461,843.68**	**$46, 184.37**

Funding for approved summer school programs will be distributed when the district received the funds from the state and will be included in the reconciliation calculations. There will be no reimbursement for students 21 and over.

BOARD OF EDUCATION
SPECIAL SCHOOL DISTRICT NO. 1

By:_____
date
Title: _____

VOLUNTEERS OF AMERICA HIGH SCHOOL

By: _____
date
Title: _____

AGREEMENT
Special School District No. 1 and PLYMOUTH YOUTH CENTER
2020-2023

This Agreement is made by and between the Board of Education of Special School District No. 1, Minneapolis Public Schools, ("District"), and PLYMOUTH YOUTH CENTER; operating a nonpublic, nonsectarian program; organized as a non-profit corporation under the Laws of the State of Minnesota; and doing business at PLYMOUTH YOUTH CENTER Alternative Program at PLYMOUTH YOUTH CENTER, located at 2210 Oliver Ave N, Minneapolis, MN 55411.

I. GENERAL PROVISIONS

A. Purpose

The purpose of this Agreement is for PLYMOUTH YOUTH CENTER to provide educational services on behalf of the District, at PLYMOUTH YOUTH CENTER for District Students who are eligible to receive educational services in an alternative setting under the authority of Minn. Stat. § 124D.68. This agreement includes providing educational options for students who have been expelled or excluded from District schools. This agreement shall terminate if funding for this alternative program ceases or changes pursuant to Minnesota or federal law.

B. Compliance with Laws

PLYMOUTH YOUTH CENTER shall comply with all applicable Minnesota and federal laws and regulations including but not limited to: the Minnesota Pupil Fair Dismissal Act, (PFDA) Minn. Stat. § 121A.40 - .56; the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. Ch. 33; Minnesota laws applicable to students with special needs, Minn. Stat. Ch. 125A; the Maltreatment of Minors Reporting Act, Minn. Stat. § 626.556; Section 504, 29 U.S.C. § 794; the Family Education Rights and Privacy Act, (FERPA), 20 U.S.C. § 1232g; and the Minnesota Government Data Practices Act, (MGDPA) Minn. Stat. Ch. 13.

C. District Students

PLYMOUTH YOUTH CENTER shall accept for enrollment eligible students at PLYMOUTH YOUTH CENTER. An eligible student is a District student who meets the definition of eligible student in Minn. Stat. § 124D.68, as amended.

D. Enrollment/Exit Procedures

1. PLYMOUTH YOUTH CENTER shall follow the enrollment process as described in Exhibit 1.
2. PLYMOUTH YOUTH CENTER may not impose any admission requirements in addition to or beyond eligibility requirements in MN Stat. 124D.68 subd. 2
3. PLYMOUTH YOUTH CENTER shall provide the District with information on a weekly basis regarding openings for students including but not limited to information about the grade level and type of each opening if applicable.
4. PLYMOUTH YOUTH CENTER will accept students referred to them by the District for students in need of placement even if doing so puts them over their capped enrollment yet does not compromise program performance, as determined by the Director of Contract Alternatives. PLYMOUTH YOUTH CENTER will be paid for the ADMs generated.
5. PLYMOUTH YOUTH CENTER may not exit students prior to meeting with a student and their parent/guardian for all students under the age of 18.

6. PLYMOUTH YOUTH CENTER must follow MN Stat. 126.05 subd. 8 and withdraw any student who has been absent from school for fifteen (15) consecutive school days during the regular school year or for five (5) consecutive school days during summer school or intersession classes of flexible school year programs without receiving instruction in the home or hospital.
7. PLYMOUTH YOUTH CENTER must follow all District procedures for implementing Homebound Instructional Services and will consult with the Contract Alternative Program Special Education District Program Facilitator (DPF), School Social Worker or School Nurse and/or Contract Alternative Director prior to initiating.
8. Determination as to whether or not student conduct warrants an administrative transfer or expulsion will be made by the MPS Expulsion and Transfer Office (ETO), in consultation with the Director of Contract Alternative Programs.
9. All student data will be maintained and updated by the District and available to PLYMOUTH YOUTH CENTER upon request, and as allowed by law. This includes access to student information systems maintained by the district.

II. CONTRACT

A. Duration

The term of this Agreement shall commence on the date following execution by the District and will continue in effect until June 30, 2023 unless terminated by law or according to the provisions herein. As a Learning Year Program, this contract encompasses academic programming during the traditional school year, before and after-school credit recovery and summer school.

B. Renewal

Terms for renewal are based on successful performance and evaluation of the Academic Accountability Measures and will be granted for up to three (3) years based on information and data collected using a site visit protocol and performance metrics as described in Exhibit 9.

III. PLYMOUTH YOUTH CENTER RESPONSIBILITIES

A. Student Learning and Academic Measurement Standards

1. PLYMOUTH YOUTH CENTER must provide programming that will allow students to fulfill state and district mandated graduation requirements which include:
   a. A minimum of twenty-one-and-a-half (21.5) year-long credits in the required MPS academic areas for all graduates (a “year-long-credit" is the equivalent of the successful completion of an academic year of study or student mastery of applicable state standards.) as listed in Exhibit 2
   b. Meet yearly milestones as required by the My Life Plan, unless and until the curriculum is no longer used in the District. ("My Life Plan" is the career and college exploration and decision assisting curriculum framework used by the District.)
   c. Participate in all mandated state testing and local assessments that are part of either the State of Minnesota or District accountability model, in accordance with Minnesota and District standards.
2. PLYMOUTH YOUTH CENTER shall develop a Continual Learning Plan (CLP) for each student within one month of enrollment. The plan must address any areas of needed growth, specific goals, objectives and a timeline to achieve them, as well as methods of evaluation. The CLP shall meet the requirements of

Minnesota Statutes, section 124D.128, Subdivision 3. The CLP must be reviewed quarterly and meet the criteria listed in Exhibit 3.

3. PLYMOUTH YOUTH CENTER shall comply with the following provisions regarding testing and assessment:
   a. require District students to participate in mandatory state testing.
   b. require District students in grades 9 and 10 to participate in the NWEA MAP testing in the Fall and Spring.
   c. require District students in grades 11 to participate in ACT testing.
   d. provide opportunities for students in grades 11 and 12 to participate in ACCUPLACER testing.
   e. have a test coordinator from PLYMOUTH YOUTH CENTER attend all required District meetings.
4. PLYMOUTH YOUTH CENTER shall meet the requirements of Minn. Stat. § 124D.68, all applicable federal and Minnesota state education laws, federal regulations and the Rules of the Minnesota Department of Education.
5. PLYMOUTH YOUTH CENTER shall provide a learning setting that complies with state of Minnesota education health and safety standards and that is conducive to learning.
6. PLYMOUTH YOUTH CENTER shall provide a minimum of six-hour educational day exclusive of a lunch period or shall provide as appropriate 1020 educational hours per school year.
7. PLYMOUTH YOUTH CENTER shall meet the Accountability Plan measures as outlined in Exhibit 9.
8. PLYMOUTH YOUTH CENTER shall have a written grievance policy for students and ensure that students are aware of this policy and will have clear guidelines for graduation and shall share this information with guardians and students.
9. PLYMOUTH YOUTH CENTER shall set up a communication system with parents designed to ensure that parents are aware of its policies and procedures.
10. PLYMOUTH YOUTH CENTER shall utilize MPS accountability systems for maintaining accuracy in reporting for both Title I documentation and School Improvement Planning goals and measures
11. PLYMOUTH YOUTH CENTER will follow all Mandated Procedures as outlined in Exhibit 10

B. <u>Special Education and Section 504 Services and Standards</u>
   1. For any prospective student with an IEP (individual education plan), PLYMOUTH YOUTH CENTER must review the IEP with the Contract Alternative Program Special Education District Program Facilitator prior to enrolling the student to determine the appropriateness of the placement.
   2. For any student with an IEP, PLYMOUTH YOUTH CENTER shall provide appropriate space for District to provide special education and related services required by the IEP. This includes adequate classroom space for instruction, confidential meeting space with access to a phone to conduct IEP meetings, access to a secure printer and a filing cabinet with a lock for confidential documents.
   3. PLYMOUTH YOUTH CENTER shall require classroom teachers to implement the provisions of the IEPs and ISPs (individual accommodations and adaptations, as

well as all requirements of student Behavior Intervention Plans), that require classroom modifications, as required by law.

4. Students receiving special education services may not be exited or transferred from a Contract Alternative program without a full IEP team meeting, including District administrative representation.
5. PLYMOUTH YOUTH CENTER shall follow all special education and 504 standards as listed in Exhibit 4.

C. Employment Standards for Staff

1. PLYMOUTH YOUTH CENTER shall employ as instructional staff only such persons as are properly licensed by the State of Minnesota appropriate to the level of instructional services provided. PLYMOUTH YOUTH CENTER shall have a copy of each teacher's license on file. PLYMOUTH YOUTH CENTER may employ such other staff as may be needed. PLYMOUTH YOUTH CENTER will follow MDE guidelines for highly qualified staff, and any other applicable laws and regulations.
2. PLYMOUTH YOUTH CENTER will submit to Minneapolis Public Schools staffing information for any innovative program waivers and out of field permission requested for staff at PLYMOUTH YOUTH CENTER.
3. PLYMOUTH YOUTH CENTER shall implement background checks on all new employees in accordance with Minnesota law and will report the results of background checks to the CAP office within two weeks of the time the employee begins to work for PLYMOUTH YOUTH CENTER. Employees required to undergo background checks include, but are not limited to:
    a. Teachers and teaching assistants;
    b. Administrators and business office personnel;
    c. Custodians and clerical staff;
    d. Transportation providers under contract with PLYMOUTH YOUTH CENTER or a member school;
    e. Childcare providers at PLYMOUTH YOUTH CENTER.
4. When offering employment to a licensed teacher, PLYMOUTH YOUTH CENTER shall contact the Board of Teaching to determine whether there has been any disciplinary action against a teacher based on a board determination that sexual misconduct or attempted sexual misconduct occurred between the teacher and a student.
5. PLYMOUTH YOUTH CENTER shall require PLYMOUTH YOUTH CENTER staff to participate in staff development sessions regarding mandated reporting, ethics and other Districted and/or State mandated training as well as appropriate implementation of special education services and 504 Plan services.
6. PLYMOUTH YOUTH CENTER staff shall be able to attend any District-sponsored staff development at the same cost and basis as a District employee and be provided with appropriate documentation of such staff development.

D. Record and Reporting Requirements

1. Report on Student Attendance
    a. PLYMOUTH YOUTH CENTER shall report accurate student attendance for each day programs are in session using a format and reporting schedule prescribed by the District.
2. Annual Student Achievement, Improvement, Organization Reports

a. PLYMOUTH YOUTH CENTER shall provide the District with an Annual Report for each school year on or before November 15th of each year for the previous school year. The Annual Report shall contain at least the items listed in Exhibit 5. Liability and Property Insurance Certificates shall be sent to the District with the Annual Report.

3. Financial Reporting
   a. PLYMOUTH YOUTH CENTER will receive a yearly Memorandum of Agreement (MOA) from the District that outlines Revenues and Expenditures for the upcoming year. This MOA will include projected ADMs, Compensatory and Title I funds.
   b. PLYMOUTH YOUTH CENTER will submit a budget for the coming school year by August 15th that will address all expenditures taken from dollars passed through by the District each year this contract is in effect.
   c. If the District has been informed by the State, PLYMOUTH YOUTH CENTER auditor, PLYMOUTH YOUTH CENTER creditor, through its own investigation, or by another manner that PLYMOUTH YOUTH CENTER or one of its affiliates is more than 60 days in arrears for its payments to creditors, District may request and PLYMOUTH YOUTH CENTER shall submit to the District a listing of all creditors for whom there is an outstanding liability.
   d. No administrative oversight fees may be taken from compensatory dollars or Title dollars.
   e. Title I funds will be reimbursed following the process set forth in Exhibit 8.
   f. PLYMOUTH YOUTH CENTER shall provide the District with access to all payroll records regardless of whether PLYMOUTH YOUTH CENTER uses an external payroll service, within a reasonable time period.
4. Records Management and Retention
   a. PLYMOUTH YOUTH CENTER shall retain any and all books, documents, papers, financial records and other records related to the services PLYMOUTH YOUTH CENTER provides to the District for a period of six years after the year in which PLYMOUTH YOUTH CENTER provides the service. PLYMOUTH YOUTH CENTER agrees that the District or its duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary with reasonable notice, shall have access to and the right to the records that are pertinent to and involve transactions relating to this Agreement. This requirement applies to all records including records of grants or other revenue received from the City of Minneapolis, Hennepin County, the State of Minnesota, the federal government and other public or private sources for the services rendered under the Agreement.
   b. Upon termination of the contractual relationship between PLYMOUTH YOUTH CENTER and the District, PLYMOUTH YOUTH CENTER agrees to immediately turn over to the District any and all documents, papers, finance records and other student records related to services provided.

E. <u>Other Legal Requirements</u>
1. Nondiscrimination
   a. PLYMOUTH YOUTH CENTER shall abide by state and federal laws prohibiting discrimination in education and employment. PLYMOUTH YOUTH CENTER

shall provide to the District all information and reports about PLYMOUTH YOUTH CENTER nondiscrimination policies when required by the District to do so.

2. Facilities Occupancy Certificate
    a. PLYMOUTH YOUTH CENTER shall maintain a current "Facilities Occupancy Certificate" issued by the City of Minneapolis.
3. PLYMOUTH YOUTH CENTER shall notify the District of any proposed or actual significant changes in PLYMOUTH YOUTH CENTER policies or staff.

IV. DISTRICT RESPONSIBILITIES

A. Financial Auditing
    1. A District audit will be conducted annually to review finances related to public school funds being used to support the program

B. Provisions of Special Education Instruction and Related Services
    1. The District, using District employees, shall provide direct and indirect special education and related services to those students determined to be eligible for such services consistent with their IEP's.

C. Monitoring and Support Services
    1. The District shall monitor PLYMOUTH YOUTH CENTER performance of its obligations under this Agreement.

D. Payment
    1. The District shall pay PLYMOUTH YOUTH CENTER as outlined in Section V herein. This amount shall be net of any fees.
    2. Payments will be divided over ten months, September through June of each contract year.

E. Transportation
    1. The District will provide transportation or transportation dollars to students who live in the Minneapolis District and who qualify for such services.

F. Staff Development
    1. The District will hold a beginning-of-the-year required kick-off session and end-of-year wrap up session for all CAP schools.
    2. The District will provide two full-day staff development opportunities for all PLYMOUTH YOUTH CENTER staff.
    3. The District will provide an annual information session for PLYMOUTH YOUTH CENTER staff around Title 1 reporting, SIP completion, 504 Plans, PSWE and Family Engagement.

V. FINANCIAL SUPPORT FOR CONTRACT PLYMOUTH YOUTH CENTER

A. District shall pay PLYMOUTH YOUTH CENTER pursuant to Minnesota Statutes § 124D.69. District shall make payment only upon average daily membership documentation submitted by PLYMOUTH YOUTH CENTER in such form as deemed satisfactory by District. District may begin the reconciliation process with an adjustment to the monthly payments starting in April of each contract year, if necessary to reconcile the total amount paid to PLYMOUTH YOUTH CENTER with the total amount due based on actual enrollment. District shall provide funding only if PLYMOUTH YOUTH CENTER has complied with the terms of this Agreement and any reasonable requests of District. Final ADM counts provided by the State will be used to determine final payments. The payment will be net of any charges for services provided by the District.

VI. CONTRACTING WITH OTHER ENTITIES

A. PLYMOUTH YOUTH CENTER shall neither enter into subcontracts for performance of any of the purchased services contemplated under this Agreement nor assign this Agreement, without prior written approval of the District and subject to such conditions and provisions as the District may deem necessary. PLYMOUTH YOUTH CENTER shall be responsible for the performance and liability of all subcontractors.

B. In the event PLYMOUTH YOUTH CENTER enters into a contract with another school district to provide educational services for students for whom the other school district is responsible, PLYMOUTH YOUTH CENTER shall indemnify District for any loss of any kind that District may incur because of PLYMOUTH YOUTH CENTER contract with another school district.

VII. INSURANCE REQUIREMENTS AND FINANCIAL ASSURANCE

A. PLYMOUTH YOUTH CENTER shall at its own expense, maintain comprehensive general liability insurance covering claims that arise out of its acts and operations under this Agreement for which it may be legally liable. At a minimum, PLYMOUTH YOUTH CENTER must provide insurance coverage in accordance with Exhibit 6.

B. PLYMOUTH YOUTH CENTER or its members shall also maintain property insurance covering the facility in which the educational program is located.

C. PLYMOUTH YOUTH CENTER and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending PLYMOUTH YOUTH CENTER.

D. PLYMOUTH YOUTH CENTER will provide electronic access to the annual audit, along with any auditor's notes at the same time the report is sent to the Board of the overseeing agency.

VIII. INDEMNIFICATION

A. Except as expressly provided in this Agreement or in connection with insurance coverage required to be provided in this Agreement by one party for the benefit of the other, each party shall be responsible for its own legal representation and legal costs.

B. Except where there is an actual or potential conflict of interest, the parties shall fully cooperate with legal counsel for one another in connection with any legal claim asserted against either of them for services provided under this Agreement.

C. Nothing in this Agreement is intended to nor shall the terms of this Agreement expand the liability of the District and PLYMOUTH YOUTH CENTER under Minnesota law.

D. PLYMOUTH YOUTH CENTER shall indemnify, save and hold the District, its employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits, costs, judgments, or other forms of liability to third parties, actual or claimed, including attorney's fees, for injury to property or persons, occurring or allegedly occurring in, on or about PLYMOUTH YOUTH CENTER property, based on conduct committed by PLYMOUTH YOUTH CENTER or by its employees, officers, directors, subcontractors, or agents. Upon timely written notice from the District, PLYMOUTH YOUTH CENTER shall defend the District in any action or proceeding against the District that is within the purview of this paragraph.

E. Notwithstanding any other provision of this Agreement, PLYMOUTH YOUTH CENTER shall not settle or compromise any claim against it relating to its obligations under this Agreement without a signed agreement of approval from the District.

F. The foregoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability to third parties provided or available to either of the parties under applicable state governmental immunities laws.

G. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of PLYMOUTH YOUTH CENTER personnel or other persons while engaged on behalf of PLYMOUTH YOUTH CENTER, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment with PLYMOUTH YOUTH CENTER including without limitation, claims of discrimination against PLYMOUTH YOUTH CENTER, its members, officers, agents, contractors or employees shall in no way be the responsibility of the District and PLYMOUTH YOUTH CENTER shall defend indemnify and hold the District, its officers, agents and employees harmless f1-om any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission, or court, and from the expenses of defending such claims, including attorney's fees. PLYMOUTH YOUTH CENTER personnel and other persons engaged on behalf of PLYMOUTH YOUTH CENTER shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the District, including, without limitations, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, unemployment compensation, disability, severance pay, and P.E.R.A.

IX. RELATIONSHIP OF THE PARTIES

A. It is agreed that nothing contained in this Agreement is intended, or should be construed in any manner, as creating or establishing the relationship of partners between the District and PLYMOUTH YOUTH CENTER or as constituting PLYMOUTH YOUTH CENTER as the agent, representative or employee of the District for any purpose or in any manner whatsoever. PLYMOUTH YOUTH CENTER is to be and shall remain an independent contractor with respect to all services performed under this Agreement. PLYMOUTH YOUTH CENTER represents that it has, or will secure at its own expense, all personnel required to perform its obligations under this Agreement. All staff employed by PLYMOUTH YOUTH CENTER either directly or indirectly shall be employees of PLYMOUTH YOUTH CENTER or its affiliates and not the District. PLYMOUTH YOUTH CENTER or its affiliates shall determine salary, benefit eligibility, retirement plans, and performance standards, continuing professional development needs and all other incidents and benefits of employment.

X. AMENDMENT

A. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment to this Agreement and duly signed by the parties hereto.

XI. DEFAULT, NOTICE AND CURE

A. Inability to Perform

1. PLYMOUTH YOUTH CENTER shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the educational services to be provided to the District under this Agreement. PLYMOUTH YOUTH CENTER shall immediately notify the District in writing whenever it is unable to, or reasonably believes it is going to be unable to, provide the agreed upon quality and quantity of educational services. Upon such notification, the District shall determine

whether such inability requires a modification or immediate cancellation of this Agreement without opportunity for cure.

B. Default by PLYMOUTH YOUTH CENTER
   1. Unless excused by District default or District waiver of default, any of the following occurrences shall constitute default on the part of PLYMOUTH YOUTH CENTER:
      a. Failure to comply with any relevant legal requirements.
      b. Failure to perform any duties or requirements outlined in this Agreement.
      c. Failure to respond to requests by the District for information about PLYMOUTH YOUTH CENTER financial status.
      d. Failure to create, implement and advance a plan for payment of creditors.
      e. Failure to acquire and hold a lease for the building space used for instruction.
      f. Failure to pay the Internal Revenue Service and Minnesota Department of Revenue any monies due.
      g. Failure to maintain adequate records, both student records and financial records regarding the program.

C. Default by District
   1. Unless excused by PLYMOUTH YOUTH CENTER default, or PLYMOUTH YOUTH CENTER waiver of default, failure to perform any other material provision of this Agreement shall constitute default on the part of the District.

D. Written Notice of Default
   1. Unless otherwise provided in this Agreement, no event shall constitute a default giving rise to the right to terminate unless and until written Notice of Default is given to the defaulting party, specifying the particular event, series of events or failure constituting the default and specifying the cure period, if any.

E. Cure Period
   1. If the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) business days or such other time as may be specified under the terms of this Agreement or in the Notice of Default, then this Agreement may be terminated by written notice as provided in paragraph XII below.

XII. TERMINATION OF AGREEMENT

A. With or Without Cause
   1. This Agreement may be terminated by either party, with or without cause, effective on July 1 of any given contract year, provided that the party wishing to terminate the Agreement delivers a Notice of Termination to the authorized representative of the other party on or before April 1 immediately preceding the July 1 termination date. If both parties agree, this Agreement may be terminated at any other time during the term of this Agreement. PLYMOUTH YOUTH CENTER will return all District resources and property upon termination of the agreement.

B. Changes in Legislation
   1. If legislation changes the funding formula; either side may terminate the agreement with thirty days notice.

C. Changes in Policy or Staff
   1. The District reserves the right to terminate this Agreement without opportunity to cure if the District determines that a proposed or actual significant change in

PLYMOUTH YOUTH CENTER policies or staff is contrary to the purpose of this Agreement or contrary to relevant District policies.

D. Termination After Failure to Cure Default
   1. If, after the time specified for cure of default in the Notice of Default issued in accordance with paragraph XI.D above, the party in default has failed to cure the default in a manner satisfactory to the party issuing the Notice of Default; the party not in default may issue a Notice of Termination. The Notice of Termination must be delivered to the Authorized Representative of the party in default. The Notice of Termination shall specify the bases for the termination.

E. Default by PLYMOUTH YOUTH CENTER
   1. After receipt of Notice of Termination from District because of default by PLYMOUTH YOUTH CENTER, and except as otherwise directed by District, PLYMOUTH YOUTH CENTER shall:
      a. Discontinue provision of services subcontracted pursuant to paragraph VI of this Agreement on that date or to the extent specified in the Notice of Termination.
      b. Cancel all orders and subcontracts to the extent that they relate to the performance of services subcontracted pursuant to paragraph VI of this Agreement and are canceled by the Notice of Termination.
      c. Settle all outstanding liabilities and all claims arising out of such cancellation of orders and subcontracts, with the approval or ratification to the extent that may be required, which approval or ratification shall be final for all the purposes of this clause.
      d. Complete performance of such services subcontracted pursuant to paragraph VI of this Agreement that shall not have been canceled by the Notice of Termination.
      e. Maintain all records relating to performance of the canceled portion of this Agreement for a minimum of six years. PLYMOUTH YOUTH CENTER shall maintain records for a longer period if reasonably required to do so by the District.
      f. Forward all student records to the District within 30 days and return all property belonging to the District.

F. Default by District
   1. After receipt of Notice of Termination from PLYMOUTH YOUTH CENTER because of default by District, and except as otherwise directed by PLYMOUTH YOUTH CENTER, District shall:
      a. Cancel all orders and subcontracts to the extent that they relate to the performance of services subcontracted pursuant to paragraph VI of this Agreement and are canceled by the Notice of Termination.
      b. Settle all outstanding liabilities and all claims arising out of such cancellation of orders and
         subcontracts, with the approval or ratification to the extent that may be required, which approval or ratification shall be final for all the purposes of this clause.
      c. Complete performance of such services subcontracted pursuant to paragraph VI of this Agreement
         that shall not have been canceled by Notice of Termination.

d. Maintain all records relating to performance of the canceled portion of this Agreement for a minimum of six years. District shall maintain records for a longer period if reasonably required to do so by the PLYMOUTH YOUTH CENTER.

XIII. REMEDIES

A. Notwithstanding any cure period, District is entitled to recover from PLYMOUTH YOUTH CENTER any damages sustained by District by virtue of any breach of this Agreement by PLYMOUTH YOUTH CENTER, and District may withhold payments to PLYMOUTH YOUTH CENTER for the purpose of set-off provided that such amounts withheld are reasonably related to actual damages.

B. It is agreed that any right or remedy provided for in this Agreement shall not be considered as the exclusive right or remedy of either party for any default in any respect by the other party, but such right or remedy shall be considered to be in addition to any other right or remedy hereunder or allowed by law or equity.

C. Either party's failure to insist upon strict performance of any covenant, agreement, or stipulation of the Agreement or to exercise any right contained in the Agreement, shall not be a waiver or relinquishment of such covenant, agreement, stipulation, or right, unless the waiving party consents thereto in writing. Any such written consent shall not constitute a waiver or relinquishment of the future exercise of such covenant, agreement, stipulation or right.

XVI. NO THIRD-PARTY BENEFICIARY RIGHTS

A. No third party, whether a constituent of the District or otherwise, may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of, the District or PLYMOUTH YOUTH CENTER in this Agreement. This Agreement is not intended to create any rights of a third-party beneficiary.

XVII. CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

A. This Contract shall be construed under Minnesota law (without regard for choice of law considerations) and the policies and procedures of the District, as amended from time to time. Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, PLYMOUTH YOUTH CENTER specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

XVIII. INDEMNIFICATION

A. Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students,
employees and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of PLYMOUTH YOUTH CENTER's negligent acts or omissions or in connection with PLYMOUTH YOUTH CENTER breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District.

Exhibits 1 through 12 are attached and incorporated herein by reference.

Exhibit 1 - Enrollment Process
Exhibit 2 - Graduation Requirements
Exhibit 3 - Continual Learning Plan (CLP) requirements
Exhibit 4 – Special Education and 504 Plan Expectations
Exhibit 5 - Annual Report and School Improvement Plan Minimum Requirements
Exhibit 6 - Insurance Requirements
Exhibit 7 - District Billing for Additional Services
Exhibit 8 - Title One
Exhibit 9 - Academic Accountability Plan
Exhibit 10- Mandated Procedures

IN WITNESS, WHEREOF, the parties have executed this Agreement on the date and year written below.

BOARD OF EDUCATION SPECIAL SCHOOL DISTRICT NO. 1	PLYMOUTH YOUTH CENTER
By: _____ Date	By: _____ Date
Title: _____	Title: _____

Exhibit 1 - Enrollment Process

Student Placement Services
1250 West Broadway
668-1840

Students must go to the Student Placement Center before they enroll or start classes if:
They are new to the district
They have been out of MPS for more than one calendar year

Student Placement Service will:
Request and review student records
Fill out purple form and form 13 and fax a copy to the Contract Alternative Program office at Davis Center
Tell students about options within the district including Contract Alternative Programs
Review student's special education needs and refer Federal Setting II and higher to district staff for placement (Contract Alternatives do not serve setting 3 or higher)
Review any health concerns
Contact Contract Alternative Program for placement
Immediately place any students identified as Homeless and Highly Mobile and work to obtain records following the placement

If student placement is unable to retrieve a student's records within three days, they will place the student with the information they have. The sites will then need to request the records again.

New Families Center
3345 Chicago Avenue South
668-3700

Students must go to the New Families Center before they enroll or start classes if:
They are new to the country
They have a home language other than English and they have been in a MPS school
The have a home language other than English and they have been out of MPS for more than one calendar year

New Families Center will:
Request and review student records
Administer the WIDA Screener to determine ELL eligibility
Contact Alternative Program for placement
Immediately place any students identified as Homeless and Highly Mobile and work to obtain records following the placement

If a student does not need to go to Student Placement Services or New Families Center you can enroll them directly at your site.

Students Receiving Special Education Services
Fax/Email student names and ID numbers to the Contract Alternative Office

The Contract Alternatives Special Education Department will review any potential student's special education documents and needs to ensure that the school is able to provide the appropriate level of special education support prior to enrolling the student.
If the student's special education needs cannot be met through the contract alternative program, the CAP Office will send the student's name to MPS student placement so that the student can be placed into another MPS school.

Students should not start classes until the special education review is complete.

Students with Medical/Health Concerns

Fax/Email student names and ID numbers to the Contract Alternative Office
Contract Alternative Nurse will review medical needs

All Students

Contract Alternative Programs will turn in weekly site count to Student Placement Services. This will assist in placing students wanting to enroll in a Contract Alternative Program.
If your program is at full capacity, please refer students to another school or back to Placement Services.

Exhibit 2 – Graduation Credit Requirements

Graduation Credit Requirements for Students Under 2015 – 2018 Graduation Requirements

- 4 year-long credits in language arts
- 4 year-long credits in social studies, including (at minimum):
    - 3.5 year-long credits in:
        - U.S. history
        - geography
        - world history
        - government and citizenship
    - .5 credits in economics
- 3 year-long credits in mathematics, including (at minimum)
    - geometry
    - Either algebra II or statistics and probability
- 3 year-long credits in science, including (at minimum)
    - A semester each of biology 1 and biology 2
    - chemistry
    - A semester each of physics 1 and physics 2
- 1 year-long credit in the arts
- 1 year-long credit in physical education
- 1 year-long credit in health
- 4.5 year-long elective credits

Graduation Credit Requirements for Students under 2019 Graduation Requirements and Beyond

- 4 year-long credits in language arts
- 3.5 year-long credits in social studies, including:
    - 1.0 U.S. history
    - 0.5 geography
    - 1.0 world history
    - 0.5 Government and citizenship
    - 0.5 Economics
- 3 year-long credits in mathematics, including (at minimum)
    - 1 year-long credit in intermediate algebra
    - 1 year-long credit in geometry
    - 1 year-long credit in algebra II or statistics and probability
- 3 year-long credits of science, including (at minimum)
    - 1 year-long physical science
    - 1 year-long biology
    - 1 year-long chemistry or physics
- 1 year-long credit in the arts
- .5 year-long credits in physical education
- .5 year-long credits in health
- 6 year-long elective credits

Exhibit 3 – Continual Learning Plan Requirements

Programs need to develop Continual Learning Plans (CLP's) that are:

- Learner Centered
- Individually Designed by the program
- Able to meet the specific program focus and student needs

CLPs are required annually for every student in a Contract Alternative Program. The student learning objectives must contain:

- Courses and credits the student plans to take
- Graduation requirements the student must complete (HS only)
- Assessment measurements used to evaluate a pupil's progress

CLPs must be signed and dated:

- The CLP will not be effective or valid unless a student has signed it
- Staff must sign the CLP
- Parent signatures must be included for students under the age of 18. Make your best effort to obtain and document your attempts to obtain a signature
- Forms must be updated at the beginning of every grading period
- Forms for summer school must be amended
- CLPS must be kept on file at each site for three years (not including the current year)

Exhibit 4 - Special Education and 504 Plan Expectations

1. All students with an IEP must be allowed to enter when they come into the building, this includes if they leave the building during the regular school day. Procedures may be established to process with their special education case manager and program administration prior to entering class.
2. All students receiving special education services have IEPs; therefore, they cannot be a part of a separate RTI process within the school and conflicts with their IEP. If there are academic or behavior concerns, they should be addressed with the special education resource teachers.
3. MPS licensed special education staff will be consulted with prior to a special education student's suspension as well as included on the special education student's intake. If suspension was related to a fight, the special education staff, in consultation with school site administration will determine if mediation is appropriate. Language should be included in a student accommodation page outlining if mediation is appropriate or if processing with their special education resource teacher upon return is more appropriate due to their disability.
4. Schools with Independent Study Programs (ISP) will have written requirements regarding student attendance and enrollment policies regarding students receiving special education services. All students receiving special education services referred to ISP must be reviewed by their special education case manager/teacher and deemed appropriate by the special education team.
5. In School Suspension (ISS) for students receiving special education services will be discussed and determined as an appropriate consequence with the student's case managers. If a special education student will have ISS, they will attend their scheduled special education courses/receive their daily minutes of service, per their IEP.
6. All schools will identify who their Building 504 Coordinator is and inform the District 504 Coordinator to receive required 504 Overview and EdPlan 504 trainings. Once the 504 Coordinator receives the training they will subsequently be given access to Edplan and can access all 504 Plan documents and forms for students on their caseload.
7. All schools will ensure that the 504 plans are being serviced by the regular education teachers and relevant staff and meetings are completed annually.
8. 504 Plans will be reviewed and updated annually. Eligibility will be reevaluated every three years or when the student's medical or mental health needs change and a new Eligibility Report will be finalized.

Exhibit 5 - Annual Report and School Improvement Plan Minimum Requirements

Minneapolis Contract Alternative Program

Each Minneapolis Contract Alternative Program is required to file a complete Annual Report **at the time of contract renewal** and a **yearly** School Improvement Plan (SIP) based on a summary of the results achieved by the students at the Contract Alternative Program. The SIP is written each fall with updates in February and May. The Annual Report is required to be filed no later than October 1st of the first year of renewal.

Contract Alternative Program Annual Report should include all of the following information:

1. Program Mission and Vision statement.
2. A brief summary of site goals and School Improvement Plan
3. A copy of your Positive School-Wide Engagement Plan.
4. A copy of the Continuous Learning Plan (CLP)
5. An up to date calendar, including extended learning and summer school times and dates
6. Program governance including the responsibilities of the board, board members, board selection process, program director/principal and other program management along with contact information.
7. Teaching and support staff information including staff names, file folder number, teaching assignments, approved waivers and positions.
8. A copy of your teacher evaluation form and explanation of procedures
9. Program shall report results of background checks on all new employees hired within two weeks of the start date.
10. List any third-party contractors working directly with students.
11. A year up-to-date updated budget for the Program including salary allocations, benefits, and other income and benefits provided such as housing, car allowance, and any other benefits not specified herein, for all staff paid either wholly or partly with MPS funds: general education, compensatory education, Title I and ELL.
12. A breakdown of other expenditures that are paid for out of District funds including, but not limited to curriculum, rent, utilities etc.
13. A link to the most recent annual audit conducted by the organization, including the auditor notes and management letter
14. A link to the most recent Form 990.
15. Proof of property and liability insurance. (Please submit an updated copy upon renewal).
16. A copy of the policy and processing procedures of volunteers working with students.
17. Overhead percentage charged by the agency. Overhead must be within a reasonable range and is subject to review by MPS.

All information should be electronically submitted and all items must be included.

*Any of the above procedures may be amended at any time with notice to the school.

Exhibit 6 - SPECIAL SCHOOL DISTRICT NO. 1 MINNEAPOLIS PUBLIC SCHOOLS

INSURANCE REQUIREMENTS 2020-2023

In order to protect CONTRACTOR and Special School District #1 ("District"), CONTRACTOR agrees at all times during the term of this contract, and beyond such term when required under the terms of the Contract, to have and keep in force insurance coverage as indicated below:

Limits

1. For all Contracts beginning July 1, 2012, coverage in the types and amounts as set out below:

(a)	Commercial General Liability on an occurrence Basis with contractual liability coverage, including Officers and Directors Errors and Omissions with General Aggregate	$1,500,000
	Products- Completed Operations Aggregate	$1,500,000
	Personal and Advertising Injury	$1,500,000
	Each Occurrence- Combined Bodily Injury and Property Damage	$1,500,000
(b)	Automobile Liability- Combined single limit Each occurrence coverage or the equivalent Covering owned, non-owned, and hired automobiles	$1,500,000
(c)	Worker's Compensation and Employer's Liability:	
	I. Worker's Compensation Statutory requirements. If the contractor is based outside the State of Minnesota, Coverage must apply to Minnesota Laws.	
	ii. Employer's Liability. Bodily injury by: a. Each accident b. Disease- Policy limit c. Disease - Each employee	 $500,000 $500,000 $500,000
(d)	Professional Liability- Professional Liability (errors and omissions) insurance with respect to its professional Activities	$1,500,000

2. An umbrella or excess liability policy over primary liability insurance coverage is an acceptable method to provide the required insurance limits.

3. The above establishes minimum insurance requirements. It is the sole responsibility of CONTRACTOR to determine the need for and to procure additional insurance that may be needed in connection with this Contract. Copies of insurance policies shall be submitted to the District upon written request.

4. CONTRACTOR shall not commence work until it has obtained required insurance and filed with the District a properly executed Certificate of Insurance that clearly evidences

the required insurance coverage. The certificate shall name Special School District No. 1 as the certificate holder and as an additional insured for the Commercial General Liability coverage (excluding professional liability or errors and omissions) with respect to operations covered under the Contract. The certificate should also show that the District will receive 30 days' prior written notice in the event of cancellation, non-renewal or material change in any described policies.

5. CONTRACTOR shall furnish to the District updated certificates during the term of the Contract as insurance policies expire. If a CONTRACTOR fails to furnish proof of insurance coverage, the District may withhold payments and/ pursue any other right or remedy allowed under the Contract, law, equity, and/or statute.

6. If CONTRACTOR is unable to obtain a required insurance coverage, or coverage is not renewed or is cancelled during the term of this contract, CONTRACTOR shall make immediate good faith efforts to obtain or replace the coverage in the open market. If such efforts are unsuccessful, CONTRACTOR shall immediately notify the District.

Exhibit 7 - District Billing for Additional Services

Special education and assessment will be provided for students who are in need and qualify for such services by licensed special education staff, or staff with approved Minnesota Department of Education variances. The District will provide school psychologist, related services and due process support necessary to complete such assessments and maintain due process records. The Program will pay the District for the non-reimbursable cost of the Special Education Teacher assigned.

There is a maximum to the amount of special education support provided to your site at this level. If there are more students than this amount of teacher time can support, or if the District requests that a program enroll students with significant needs beyond the scope of which the special education teacher can handle, the district may provide additional support at no additional cost, to be arranged as needed.

The District will provide additional support to the alternative school programs, which will include social work, counseling and clerical at no cost.

Total cost for contracted services will be deducted in ten equal monthly installments from the District payment to the Program beginning with the first such payment in September, 2020.

Exhibit 8 - MPS Title I Contract Alternative Process

1. School receives Title I allocation information in Spring
2. School creates a yearly SIP with input from stakeholders.
3. Following each school month, school will submit an itemized invoice to MPS for Title I services provided or goods purchased by the 15th of the following month (ex. September invoice due by October 15th). The invoice must include:
    a) School name
    b) Month of service
    c) Categories of expense (staffing, supplies, food for a parent event, etc.)
    d) Dollar amount for each category
    e) How each expense is aligned to the SIP (location in SIP)
    f) Title I area of each expense (Basic or Family Involvement)
    g) Total dollar amount
4. MPS will process invoices and reimburse the school for expenses incurred the previous month.

Note: Schools will not be paid before services are provided or supplies have been ordered.

Exhibit No 9 - Minneapolis Public Schools Contract Alternative School Accountability Plan

The Minneapolis Public Schools Accountability Plan serves three primary functions at renewal:

1. It provides a protocol for the MPS Contract Alternative Program department to gather and evaluate evidence to determine whether a school has made an adequate case for renewal. In turn, this evidence assists CAP in deciding if it can make the required legal and other findings in order to reach a positive recommendation for renewal.
2. It also provides the school with a guide to understanding CAP's evaluative criteria. The metrics and annual performance targets encompass the critical indicators of our Contract Alternative Programs (CAP) success and their need for an ongoing feedback loop. The annual performance targets and a site visit protocol will measure both best practice and overall school and student performance.
3. These processes will be employed on an annual basis for the next 3 years, to be completed by June of each year. In addition to these processes are annual site visits by MPS CAP administration for staff interviews, classroom observations, curriculum reviewing, and joint discussion with MPS and sites leadership regarding both academic and site data. Additionally, quarterly evaluations in collaboration between site leadership and MPS district staff regarding credit attainment and attendance rates are tabulated, shared and examined for the purpose of optimizing both school and student performance. New supplemental academic support programs that might be developed over the course of the contract term may be included in future evaluations.

Furthermore, CAP will not generally use every benchmark during every kind of renewal review, and how the benchmarks are used differs depending on a school's circumstances. No school should fear that a failure to meet every element of every benchmark means that it is not in a position to make a case for renewal. CAP understands that the performance framework sets a very high standard collectively; as such, perfection on every benchmark is not required to be renewed. Programs will be allowed to add a narrative to all areas being assessed to provide additional information to be used for evaluation.

*The Accountability Plan may be amended at any time with notice and agreement of the school.

Accountability Measures

Part A. Academic Progress

Goal 1A- 100 percent of students will be accurately classified by credit upon enrollment into a Contract Alternative Program (establishes credit/graduation eligibility)

Goal 2A- At least 70% of students enrolled in grades 9 and 10 in each contract alternative high school will meet or exceed their expected growth goal as measured by the NWEA MAP Reading assessment. This measure will only look at those students that were enrolled in the same contract alternative only during either the Fall to Winter or Winter to Spring NWEA MAP testing windows.

Goal 3A- At least 70% of students enrolled in grades 9 and 10 in each contract alternative high school will meet or exceed their expected growth goal as measured by the NWEA MAP Mathematics assessment. This measure will only look at those students that were

enrolled in the same contract alternative only during either the Fall to Winter or Winter to Spring NWEA MAP testing windows.

Goal 4A- 100% of continuously enrolled 11th and 12th graders will be provided the opportunity to be assessed using the ACCUPLACER in Fall and Spring

Goal 5A- At least 80% of credits attempted will be earned by students enrolled in each contract alternative high school for any period of time.

Goal 6A- At least 80% of students enrolled in a single contract alternative high school for the majority of the school year (>= 171days) will earn 5.375 or more academic credits (on-track).

Goal 7A- At least 80% of graduation-eligible seniors will graduate on time. For the purpose of this measure, we will look at only those students that have a reasonable ability to graduate as determined by their enrollment classification. In calculating the "reasonable ability" measure, it will be assumed that each contract alternative high school will offer a minimum of 5.375 credits during the school year and a summer school program offering at least 2.5 credits.

Goal 11A- At least 80 percent of continuously enrolled students in grades 9, 10, 11 0r 12 will remain on-track for graduation.

**Address seniors who need less credit but need to be there longer due to meeting other graduation requirements

Part B. College and Career Readiness

Goal 1B- 100% of graduates will have successfully completed all components of the My Life Plan database.

- ACT Completion
- Resume Writing
- Attend at least one college fair
- Attend at least one career fair
- Complete one mock interview training session
- Attend one FAFSA information session and complete process
- Complete at least two applications to accredited post-secondary institutions

Part C. Student and Family Engagement

Goal 1C- The average daily attendance rate of students enrolled in a single contract alternative high school for the majority of the school year (>= 171 days) will exceed 90%.

Goal 2C- At least 80% of students enrolled in a contract alternative program will either sustain or improve their average daily attendance rate as compared to each student's previous placement.

Goal 4C- Fewer than 10% of the student body will be suspended at any point in the academic year.

Goal 5C- At least 75% of students that do not graduate or return to a comprehensive high school will be retained.

Goal 6C- Fewer than 16.5% of students attending the school will drop out.

Goal 7C- Utilizing the HOPE, DAP, or other pre-approved survey:

- At least 75% of students will report positive or favorable opinions regarding their own personal social and emotional satisfaction with the school.
- At least 75% of students will report positive or favorable opinions regarding school climate and/or operations.

At least 75% of families surveyed utilizing MPS-issued surveys will agree or strongly agree with measures of school satisfaction

Exhibit 10 - Mandated Procedures

1. MPS procedures must be followed when suspending all students. For students receiving special education services - check with your assigned special education teacher.
2. Programs must follow the Pupil Fair Dismissal Act and MPS Discipline policy for suspending and removing students from the program.
3. A suspension form must be completed and entered into Discovery and a suspension letter sent to parent/guardian within 24 hours for any removals one day or longer.
4. A referral form must be completed for any student who is not successful in the program. The student will remain at the program until another placement is secured with support of the Contract Alternative Office.
5. A staff member from the school must attend all mandatory MPS meetings and training.
6. Attendance must be taken and properly recorded every day.
7. MPS Student Placement procedures must be followed when accepting new students.
8. Homebound Instructional Services may not be initiated prior to consulting with the Contract Alternative Special Education DPF or Director of Contract Alternative Programs.
9. All registration paperwork must be accurately completed and submitted before a student may start the program. Unaccompanied youth and Homeless and Highly Mobile student's paperwork can be completed and submitted by a MPS DLD.
10. Any police or ambulance involved incidents must be written up and submitted to the Contract Alternative Office within 24 hours. School must immediately call the Director of Contact Alternative and MPS safety and Security to report the incident.
11. Administrative Transfer forms must be submitted to the MPS transfer and expulsion office within 24 hours.
12. A background check must be on file for everyone, including volunteers, who have contact with students.
13. A summary of Title 1 expenditures must be submitted in accordance with the MPS Title I contract manager.

*Any of the above procedures, may be amended at any time with notice to the school.

Exhibit A

MEMORANDUM OF AGREEMENT BETWEEN
THE MINNEAPOLIS PUBLIC SCHOOLS AND PYC HIGH SCHOOL
TO SPECIFY THE AMOUNT OF SUPPORT IN ACCORDANCE WITH FORMULA SPECIFIED IN MINN. STAT. 124.D.69

The Program (PYC High School) has an estimated Average Daily Membership (ADM) or:

125.75	Secondary students
	4-6 grade students

as a bias for payment under Minn. Stat 12D.69 and amendments.

Grades	**Total # of students**	**Weighting**	**Weighted Student Number**	**2019/2020 Revenue**	**Total Revenue**
4-6 Grades		**1.0**			
7-12 Grades	**125.75**	**1.2**	**150.90**	**$1,020,647.82**	
Total Weighted ADM's					**$1,020,647.82**

We have used projected enrollment to determine the amount of support. Reconciliation may begin in January 2021 if necessary to reconcile a total amount paid to the school with the total amount due based on actual enrollment. After February 15th, 2021, a final adjustment payment to or refund from the school will be made based on the actual ADMs for 2019-20. A monthly invoice will be submitted to Minneapolis Public Schools to request payment. Actual ADM for eligible students for 2020-21 school-year will determine the final budget allocation. Compensation for Compensatory Education is included in the table below. Title I funding will be handled under a separate agreement (see exhibit 7).

Funding Source	**Total Dollars**	**Monthly Allocation (based on 10 Months)**
ADMs	**$1,020,647.82**	**$102, 064.70**
Compensatory Education	**$240,576.00** **$118,569.60**	**$24,057.60** **$11,856.96**
Title 1 **(Invoice through Funded Programs)**	**$2,757.00 (Title 1 Family)** **$62,780.00 (Title 1 Basic)**	**Invoiced Monthly**
Total Monthly Payments (does not include Title I)	**$1,379,793.42**	**$137,979.34**

Funding for approved summer school programs will be distributed when the district received the funds from the state and will be included in the reconciliation calculations. There will be no reimbursement for students 21 and over.

BOARD OF EDUCATION
SPECIAL SCHOOL DISTRICT NO. 1

By:_____
date
Title: _____

VOLUNTEERS OF AMERICA HIGH SCHOOL

By: _____
date
Title: _____

AGREEMENT
Special School District No. 1 and MENLO PARK ACADEMY
2020-2023

This Agreement is made by and between the Board of Education of Special School District No. 1, Minneapolis Public Schools, ("District"), and MENLO PARK ACADEMY; operating a nonpublic, nonsectarian program; organized as a non-profit corporation under the Laws of the State of Minnesota; and doing business at MENLO PARK ACADEMY Alternative Program at MENLO PARK ACADEMY, located at 1700 NE 2nd St, Minneapolis, MN 55413.

I. GENERAL PROVISIONS

A. Purpose

The purpose of this Agreement is for MENLO PARK ACADEMY to provide educational services on behalf of the District, at MENLO PARK ACADEMY for District Students who are eligible to receive educational services in an alternative setting under the authority of Minn. Stat. § 124D.68. This agreement includes providing educational options for students who have been expelled or excluded from District schools. This agreement shall terminate if funding for this alternative program ceases or changes pursuant to Minnesota or federal law.

B. Compliance with Laws

MENLO PARK ACADEMY shall comply with all applicable Minnesota and federal laws and regulations including but not limited to: the Minnesota Pupil Fair Dismissal Act, (PFDA) Minn. Stat. § 121A.40 - .56; the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. Ch. 33; Minnesota laws applicable to students with special needs, Minn. Stat. Ch. 125A; the Maltreatment of Minors Reporting Act, Minn. Stat. § 626.556; Section 504, 29 U.S.C. § 794; the Family Education Rights and Privacy Act, (FERPA), 20 U.S.C. § 1232g; and the Minnesota Government Data Practices Act, (MGDPA) Minn. Stat. Ch. 13.

C. District Students

MENLO PARK ACADEMY shall accept for enrollment eligible students at MENLO PARK ACADEMY. An eligible student is a District student who meets the definition of eligible student in Minn. Stat. § 124D.68, as amended.

D. Enrollment/Exit Procedures

1. MENLO PARK ACADEMY shall follow the enrollment process as described in Exhibit 1.
2. MENLO PARK ACADEMY may not impose any admission requirements in addition to or beyond eligibility requirements in MN Stat. 124D.68 subd. 2
3. MENLO PARK ACADEMY shall provide the District with information on a weekly basis regarding openings for students including but not limited to information about the grade level and type of each opening if applicable.
4. MENLO PARK ACADEMY will accept students referred to them by the District for students in need of placement even if doing so puts them over their capped enrollment yet does not compromise program performance, as determined by the Director of Contract Alternatives. MENLO PARK ACADEMY will be paid for the ADMs generated.
5. MENLO PARK ACADEMY may not exit students prior to meeting with a student and their parent/guardian for all students under the age of 18.

6. MENLO PARK ACADEMY must follow MN Stat. 126.05 subd. 8 and withdraw any student who has been absent from school for fifteen (15) consecutive school days during the regular school year or for five (5) consecutive school days during summer school or intersession classes of flexible school year programs without receiving instruction in the home or hospital.
7. MENLO PARK ACADEMY must follow all District procedures for implementing Homebound Instructional Services and will consult with the Contract Alternative Program Special Education District Program Facilitator (DPF), School Social Worker or School Nurse and/or Contract Alternative Director prior to initiating.
8. Determination as to whether or not student conduct warrants an administrative transfer or expulsion will be made by the MPS Expulsion and Transfer Office (ETO), in consultation with the Director of Contract Alternative Programs.
9. All student data will be maintained and updated by the District and available to MENLO PARK ACADEMY upon request, and as allowed by law. This includes access to student information systems maintained by the district.

II. CONTRACT

A. Duration

The term of this Agreement shall commence on the date following execution by the District and will continue in effect until June 30, 2023 unless terminated by law or according to the provisions herein. As a Learning Year Program, this contract encompasses academic programming during the traditional school year, before and after-school credit recovery and summer school.

B. Renewal

Terms for renewal are based on successful performance and evaluation of the Academic Accountability Measures and will be granted for up to three (3) years based on information and data collected using a site visit protocol and performance metrics as described in Exhibit 9.

III. MENLO PARK ACADEMY RESPONSIBILITIES

A. Student Learning and Academic Measurement Standards

1. MENLO PARK ACADEMY must provide programming that will allow students to fulfill state and district mandated graduation requirements which include:
   a. A minimum of twenty-one-and-a-half (21.5) year-long credits in the required MPS academic areas for all graduates (a “year-long-credit" is the equivalent of the successful completion of an academic year of study or student mastery of applicable state standards.) as listed in Exhibit 2
   b. Meet yearly milestones as required by the My Life Plan, unless and until the curriculum is no longer used in the District. ("My Life Plan" is the career and college exploration and decision assisting curriculum framework used by the District.)
   c. Participate in all mandated state testing and local assessments that are part of either the State of Minnesota or District accountability model, in accordance with Minnesota and District standards.
2. MENLO PARK ACADEMY shall develop a Continual Learning Plan (CLP) for each student within one month of enrollment. The plan must address any areas of needed growth, specific goals, objectives and a timeline to achieve them, as well as methods of evaluation. The CLP shall meet the requirements of Minnesota

Statutes, section 124D.128, Subdivision 3. The CLP must be reviewed quarterly and meet the criteria listed in Exhibit 3.

3. MENLO PARK ACADEMY shall comply with the following provisions regarding testing and assessment:
   a. require District students to participate in mandatory state testing.
   b. require District students in grades 9 and 10 to participate in the NWEA MAP testing in the Fall and Spring.
   c. require District students in grades 11 to participate in ACT testing.
   d. provide opportunities for students in grades 11 and 12 to participate in ACCUPLACER testing.
   e. have a test coordinator from MENLO PARK ACADEMY attend all required District meetings.
4. MENLO PARK ACADEMY shall meet the requirements of Minn. Stat. § 124D.68, all applicable federal and Minnesota state education laws, federal regulations and the Rules of the Minnesota Department of Education.
5. MENLO PARK ACADEMY shall provide a learning setting that complies with state of Minnesota education health and safety standards and that is conducive to learning.
6. MENLO PARK ACADEMY shall provide a minimum of six-hour educational day exclusive of a lunch period or shall provide as appropriate 1020 educational hours per school year.
7. MENLO PARK ACADEMY shall meet the Accountability Plan measures as outlined in Exhibit 9.
8. MENLO PARK ACADEMY shall have a written grievance policy for students and ensure that students are aware of this policy and will have clear guidelines for graduation and shall share this information with guardians and students.
9. MENLO PARK ACADEMY shall set up a communication system with parents designed to ensure that parents are aware of its policies and procedures.
10. MENLO PARK ACADEMY shall utilize MPS accountability systems for maintaining accuracy in reporting for both Title I documentation and School Improvement Planning goals and measures
11. MENLO PARK ACADEMY will follow all Mandated Procedures as outlined in Exhibit 10

B. Special Education and Section 504 Services and Standards
   1. For any prospective student with an IEP (individual education plan), MENLO PARK ACADEMY must review the IEP with the Contract Alternative Program Special Education District Program Facilitator prior to enrolling the student to determine the appropriateness of the placement.
   2. For any student with an IEP, MENLO PARK ACADEMY shall provide appropriate space for District to provide special education and related services required by the IEP. This includes adequate classroom space for instruction, confidential meeting space with access to a phone to conduct IEP meetings, access to a secure printer and a filing cabinet with a lock for confidential documents.
   3. MENLO PARK ACADEMY shall require classroom teachers to implement the provisions of the IEPs and ISPs (individual accommodations and adaptations, as well as all requirements of student Behavior Intervention Plans), that require classroom modifications, as required by law.

4. Students receiving special education services may not be exited or transferred from a Contract Alternative program without a full IEP team meeting, including District administrative representation.
5. MENLO PARK ACADEMY shall follow all special education and 504 standards as listed in Exhibit 4.

C. Employment Standards for Staff

1. MENLO PARK ACADEMY shall employ as instructional staff only such persons as are properly licensed by the State of Minnesota appropriate to the level of instructional services provided. MENLO PARK ACADEMY shall have a copy of each teacher's license on file. MENLO PARK ACADEMY may employ such other staff as may be needed. MENLO PARK ACADEMY will follow MDE guidelines for highly qualified staff, and any other applicable laws and regulations.
2. MENLO PARK ACADEMY will submit to Minneapolis Public Schools staffing information for any innovative program waivers and out of field permission requested for staff at MENLO PARK ACADEMY.
3. MENLO PARK ACADEMY shall implement background checks on all new employees in accordance with Minnesota law and will report the results of background checks to the CAP office within two weeks of the time the employee begins to work for MENLO PARK ACADEMY. Employees required to undergo background checks include, but are not limited to:
   a. Teachers and teaching assistants;
   b. Administrators and business office personnel;
   c. Custodians and clerical staff;
   d. Transportation providers under contract with MENLO PARK ACADEMY or a member school;
   e. Childcare providers at MENLO PARK ACADEMY.
4. When offering employment to a licensed teacher, MENLO PARK ACADEMY shall contact the Board of Teaching to determine whether there has been any disciplinary action against a teacher based on a board determination that sexual misconduct or attempted sexual misconduct occurred between the teacher and a student.
5. MENLO PARK ACADEMY shall require MENLO PARK ACADEMY staff to participate in staff development sessions regarding mandated reporting, ethics and other Districted and/or State mandated training as well as appropriate implementation of special education services and 504 Plan services.
6. MENLO PARK ACADEMY staff shall be able to attend any District-sponsored staff development at the same cost and basis as a District employee and be provided with appropriate documentation of such staff development.

D. Record and Reporting Requirements

1. Report on Student Attendance
   a. MENLO PARK ACADEMY shall report accurate student attendance for each day programs are in session using a format and reporting schedule prescribed by the District.
2. Annual Student Achievement, Improvement, Organization Reports
   a. MENLO PARK ACADEMY shall provide the District with an Annual Report for each school year on or before November 15th of each year for the previous school year. The Annual Report shall contain at least the items listed in

Exhibit 5. Liability and Property Insurance Certificates shall be sent to the District with the Annual Report.

3. Financial Reporting
    a. MENLO PARK ACADEMY will receive a yearly Memorandum of Agreement (MOA) from the District that outlines Revenues and Expenditures for the upcoming year. This MOA will include projected ADMs, Compensatory and Title I funds.
    b. MENLO PARK ACADEMY will submit a budget for the coming school year by August 15th that will address all expenditures taken from dollars passed through by the District each year this contract is in effect.
    c. If the District has been informed by the State, MENLO PARK ACADEMY auditor, MENLO PARK ACADEMY creditor, through its own investigation, or by another manner that MENLO PARK ACADEMY or one of its affiliates is more than 60 days in arrears for its payments to creditors, District may request and MENLO PARK ACADEMY shall submit to the District a listing of all creditors for whom there is an outstanding liability.
    d. No administrative oversight fees may be taken from compensatory dollars or Title dollars.
    e. Title I funds will be reimbursed following the process set forth in Exhibit 8.
    f. MENLO PARK ACADEMY shall provide the District with access to all payroll records regardless of whether MENLO PARK ACADEMY uses an external payroll service, within a reasonable time period.
4. Records Management and Retention
    a. MENLO PARK ACADEMY shall retain any and all books, documents, papers, financial records and other records related to the services MENLO PARK ACADEMY provides to the District for a period of six years after the year in which MENLO PARK ACADEMY provides the service. MENLO PARK ACADEMY agrees that the District or its duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary with reasonable notice, shall have access to and the right to the records that are pertinent to and involve transactions relating to this Agreement. This requirement applies to all records including records of grants or other revenue received from the City of Minneapolis, Hennepin County, the State of Minnesota, the federal government and other public or private sources for the services rendered under the Agreement.
    b. Upon termination of the contractual relationship between MENLO PARK ACADEMY and the District, MENLO PARK ACADEMY agrees to immediately turn over to the District any and all documents, papers, finance records and other student records related to services provided.

E. <u>Other Legal Requirements</u>
1. Nondiscrimination
    a. MENLO PARK ACADEMY shall abide by state and federal laws prohibiting discrimination in education and employment. MENLO PARK ACADEMY shall provide to the District all information and reports about MENLO PARK ACADEMY nondiscrimination policies when required by the District to do so.
2. Facilities Occupancy Certificate

a. MENLO PARK ACADEMY shall maintain a current "Facilities Occupancy Certificate" issued by the City of Minneapolis.

3. MENLO PARK ACADEMY shall notify the District of any proposed or actual significant changes in MENLO PARK ACADEMY policies or staff.

IV. DISTRICT RESPONSIBILITIES

A. Financial Auditing

1. A District audit will be conducted annually to review finances related to public school funds being used to support the program

B. Provisions of Special Education Instruction and Related Services

1. The District, using District employees, shall provide direct and indirect special education and related services to those students determined to be eligible for such services consistent with their IEP's.

C. Monitoring and Support Services

1. The District shall monitor MENLO PARK ACADEMY performance of its obligations under this Agreement.

D. Payment

1. The District shall pay MENLO PARK ACADEMY as outlined in Section V herein. This amount shall be net of any fees.
2. Payments will be divided over ten months, September through June of each contract year.

E. Transportation

1. The District will provide transportation or transportation dollars to students who live in the Minneapolis District and who qualify for such services.

F. Staff Development

1. The District will hold a beginning-of-the-year required kick-off session and end-of-year wrap up session for all CAP schools.
2. The District will provide two full-day staff development opportunities for all MENLO PARK ACADEMY staff.
3. The District will provide an annual information session for MENLO PARK ACADEMY staff around Title 1 reporting, SIP completion, 504 Plans, PSWE and Family Engagement.

V. FINANCIAL SUPPORT FOR CONTRACT MENLO PARK ACADEMY

A. District shall pay MENLO PARK ACADEMY pursuant to Minnesota Statutes § 124D.69. District shall make payment only upon average daily membership documentation submitted by MENLO PARK ACADEMY in such form as deemed satisfactory by District. District may begin the reconciliation process with an adjustment to the monthly payments starting in April of each contract year, if necessary to reconcile the total amount paid to MENLO PARK ACADEMY with the total amount due based on actual enrollment. District shall provide funding only if MENLO PARK ACADEMY has complied with the terms of this Agreement and any reasonable requests of District. Final ADM counts provided by the State will be used to determine final payments. The payment will be net of any charges for services provided by the District.

VI. CONTRACTING WITH OTHER ENTITIES

A. MENLO PARK ACADEMY shall neither enter into subcontracts for performance of any of the purchased services contemplated under this Agreement nor assign this Agreement, without prior written approval of the District and subject to such

conditions and provisions as the District may deem necessary. MENLO PARK ACADEMY shall be responsible for the performance and liability of all subcontractors.

B. In the event MENLO PARK ACADEMY enters into a contract with another school district to provide educational services for students for whom the other school district is responsible, MENLO PARK ACADEMY shall indemnify District for any loss of any kind that District may incur because of MENLO PARK ACADEMY contract with another school district.

VII. INSURANCE REQUIREMENTS AND FINANCIAL ASSURANCE

A. MENLO PARK ACADEMY shall at its own expense, maintain comprehensive general liability insurance covering claims that arise out of its acts and operations under this Agreement for which it may be legally liable. At a minimum, MENLO PARK ACADEMY must provide insurance coverage in accordance with Exhibit 6.

B. MENLO PARK ACADEMY or its members shall also maintain property insurance covering the facility in which the educational program is located.

C. MENLO PARK ACADEMY and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending MENLO PARK ACADEMY.

D. MENLO PARK ACADEMY will provide electronic access to the annual audit, along with any auditor's notes at the same time the report is sent to the Board of the overseeing agency.

VIII. INDEMNIFICATION

A. Except as expressly provided in this Agreement or in connection with insurance coverage required to be provided in this Agreement by one party for the benefit of the other, each party shall be responsible for its own legal representation and legal costs.

B. Except where there is an actual or potential conflict of interest, the parties shall fully cooperate with legal counsel for one another in connection with any legal claim asserted against either of them for services provided under this Agreement.

C. Nothing in this Agreement is intended to nor shall the terms of this Agreement expand the liability of the District and MENLO PARK ACADEMY under Minnesota law.

D. MENLO PARK ACADEMY shall indemnify, save and hold the District, its employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits, costs, judgments, or other forms of liability to third parties, actual or claimed, including attorney's fees, for injury to property or persons, occurring or allegedly occurring in, on or about MENLO PARK ACADEMY property, based on conduct committed by MENLO PARK ACADEMY or by its employees, officers, directors, subcontractors, or agents. Upon timely written notice from the District, MENLO PARK ACADEMY shall defend the District in any action or proceeding against the District that is within the purview of this paragraph.

E. Notwithstanding any other provision of this Agreement, MENLO PARK ACADEMY shall not settle or compromise any claim against it relating to its obligations under this Agreement without a signed agreement of approval from the District.

F. The foregoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability to third parties provided or available to either of the parties under applicable state governmental immunities laws.

G. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of MENLO PARK ACADEMY personnel or other persons while engaged on behalf of MENLO PARK ACADEMY, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment with MENLO PARK ACADEMY including without limitation, claims of discrimination against MENLO PARK ACADEMY, its members, officers, agents, contractors or employees shall in no way be the responsibility of the District and MENLO PARK ACADEMY shall defend indemnify and hold the District, its officers, agents and employees harmless f1-om any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission, or court, and from the expenses of defending such claims, including attorney's fees. MENLO PARK ACADEMY personnel and other persons engaged on behalf of MENLO PARK ACADEMY shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the District, including, without limitations, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, unemployment compensation, disability, severance pay, and P.E.R.A.

IX. RELATIONSHIP OF THE PARTIES

A. It is agreed that nothing contained in this Agreement is intended, or should be construed in any manner, as creating or establishing the relationship of partners between the District and MENLO PARK ACADEMY or as constituting MENLO PARK ACADEMY as the agent, representative or employee of the District for any purpose or in any manner whatsoever. MENLO PARK ACADEMY is to be and shall remain an independent contractor with respect to all services performed under this Agreement. MENLO PARK ACADEMY represents that it has, or will secure at its own expense, all personnel required to perform its obligations under this Agreement. All staff employed by MENLO PARK ACADEMY either directly or indirectly shall be employees of MENLO PARK ACADEMY or its affiliates and not the District. MENLO PARK ACADEMY or its affiliates shall determine salary, benefit eligibility, retirement plans, and performance standards, continuing professional development needs and all other incidents and benefits of employment.

X. AMENDMENT

A. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment to this Agreement and duly signed by the parties hereto.

XI. DEFAULT, NOTICE AND CURE

A. Inability to Perform

1. MENLO PARK ACADEMY shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the educational services to be provided to the District under this Agreement. MENLO PARK ACADEMY shall immediately notify the District in writing whenever it is unable to, or reasonably believes it is going to be unable to, provide the agreed upon quality and quantity of educational services. Upon such notification, the District shall determine whether such inability requires a modification or immediate cancellation of this Agreement without opportunity for cure.

B. Default by MENLO PARK ACADEMY

1. Unless excused by District default or District waiver of default, any of the following occurrences shall constitute default on the part of MENLO PARK ACADEMY:
    a. Failure to comply with any relevant legal requirements.
    b. Failure to perform any duties or requirements outlined in this Agreement.
    c. Failure to respond to requests by the District for information about MENLO PARK ACADEMY financial status.
    d. Failure to create, implement and advance a plan for payment of creditors.
    e. Failure to acquire and hold a lease for the building space used for instruction.
    f. Failure to pay the Internal Revenue Service and Minnesota Department of Revenue any monies due.
    g. Failure to maintain adequate records, both student records and financial records regarding the program.

C. Default by District
1. Unless excused by MENLO PARK ACADEMY default, or MENLO PARK ACADEMY waiver of default, failure to perform any other material provision of this Agreement shall constitute default on the part of the District.

D. Written Notice of Default
1. Unless otherwise provided in this Agreement, no event shall constitute a default giving rise to the right to terminate unless and until written Notice of Default is given to the defaulting party, specifying the particular event, series of events or failure constituting the default and specifying the cure period, if any.

E. Cure Period
1. If the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) business days or such other time as may be specified under the terms of this Agreement or in the Notice of Default, then this Agreement may be terminated by written notice as provided in paragraph XII below.

XII. TERMINATION OF AGREEMENT

A. With or Without Cause
1. This Agreement may be terminated by either party, with or without cause, effective on July 1 of any given contract year, provided that the party wishing to terminate the Agreement delivers a Notice of Termination to the authorized representative of the other party on or before April 1 immediately preceding the July 1 termination date. If both parties agree, this Agreement may be terminated at any other time during the term of this Agreement. MENLO PARK ACADEMY will return all District resources and property upon termination of the agreement.

B. Changes in Legislation
1. If legislation changes the funding formula; either side may terminate the agreement with thirty days notice.

C. Changes in Policy or Staff
1. The District reserves the right to terminate this Agreement without opportunity to cure if the District determines that a proposed or actual significant change in MENLO PARK ACADEMY policies or staff is contrary to the purpose of this Agreement or contrary to relevant District policies.

D. Termination After Failure to Cure Default

1. If, after the time specified for cure of default in the Notice of Default issued in accordance with paragraph XI.D above, the party in default has failed to cure the default in a manner satisfactory to the party issuing the Notice of Default; the party not in default may issue a Notice of Termination. The Notice of Termination must be delivered to the Authorized Representative of the party in default. The Notice of Termination shall specify the bases for the termination.

E. Default by MENLO PARK ACADEMY
   1. After receipt of Notice of Termination from District because of default by MENLO PARK ACADEMY, and except as otherwise directed by District, MENLO PARK ACADEMY shall:
      a. Discontinue provision of services subcontracted pursuant to paragraph VI of this Agreement on that date or to the extent specified in the Notice of Termination.
      b. Cancel all orders and subcontracts to the extent that they relate to the performance of services subcontracted pursuant to paragraph VI of this Agreement and are canceled by the Notice of Termination.
      c. Settle all outstanding liabilities and all claims arising out of such cancellation of orders and subcontracts, with the approval or ratification to the extent that may be required, which approval or ratification shall be final for all the purposes of this clause.
      d. Complete performance of such services subcontracted pursuant to paragraph VI of this Agreement that shall not have been canceled by the Notice of Termination.
      e. Maintain all records relating to performance of the canceled portion of this Agreement for a minimum of six years. MENLO PARK ACADEMY shall maintain records for a longer period if reasonably required to do so by the District.
      f. Forward all student records to the District within 30 days and return all property belonging to the District.

F. Default by District
   1. After receipt of Notice of Termination from MENLO PARK ACADEMY because of default by District, and except as otherwise directed by MENLO PARK ACADEMY, District shall:
      a. Cancel all orders and subcontracts to the extent that they relate to the performance of services subcontracted pursuant to paragraph VI of this Agreement and are canceled by the Notice of Termination.
      b. Settle all outstanding liabilities and all claims arising out of such cancellation of orders and
      subcontracts, with the approval or ratification to the extent that may be required, which approval or ratification shall be final for all the purposes of this clause.
      c. Complete performance of such services subcontracted pursuant to paragraph VI of this Agreement
      that shall not have been canceled by Notice of Termination.
      d. Maintain all records relating to performance of the canceled portion of this Agreement for a minimum of six years. District shall maintain records for a longer period if reasonably required to do so by the MENLO PARK ACADEMY.

XIII. REMEDIES

A. Notwithstanding any cure period, District is entitled to recover from MENLO PARK ACADEMY any damages sustained by District by virtue of any breach of this Agreement by MENLO PARK ACADEMY, and District may withhold payments to MENLO PARK ACADEMY for the purpose of set-off provided that such amounts withheld are reasonably related to actual damages.

B. It is agreed that any right or remedy provided for in this Agreement shall not be considered as the exclusive right or remedy of either party for any default in any respect by the other party, but such right or remedy shall be considered to be in addition to any other right or remedy hereunder or allowed by law or equity.

C. Either party's failure to insist upon strict performance of any covenant, agreement, or stipulation of the Agreement or to exercise any right contained in the Agreement, shall not be a waiver or relinquishment of such covenant, agreement, stipulation, or right, unless the waiving party consents thereto in writing. Any such written consent shall not constitute a waiver or relinquishment of the future exercise of such covenant, agreement, stipulation or right.

XVI. NO THIRD-PARTY BENEFICIARY RIGHTS

A. No third party, whether a constituent of the District or otherwise, may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of, the District or MENLO PARK ACADEMY in this Agreement. This Agreement is not intended to create any rights of a third-party beneficiary.

XVII. CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

A. This Contract shall be construed under Minnesota law (without regard for choice of law considerations) and the policies and procedures of the District, as amended from time to time. Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, MENLO PARK ACADEMY specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

XVIII. INDEMNIFICATION

A. Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students,
employees and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of MENLO PARK ACADEMY's negligent acts or omissions or in connection with MENLO PARK ACADEMY breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District.

Exhibits 1 through 12 are attached and incorporated herein by reference.

Exhibit 1 - Enrollment Process
Exhibit 2 - Graduation Requirements
Exhibit 3 - Continual Learning Plan (CLP) requirements

Exhibit 4 – Special Education and 504 Plan Expectations
Exhibit 5 - Annual Report and School Improvement Plan Minimum Requirements
Exhibit 6 - Insurance Requirements
Exhibit 7 - District Billing for Additional Services
Exhibit 8 - Title One
Exhibit 9 - Academic Accountability Plan
Exhibit 10- Mandated Procedures

IN WITNESS, WHEREOF, the parties have executed this Agreement on the date and year written below.

BOARD OF EDUCATION SPECIAL SCHOOL DISTRICT NO. 1	MENLO PARK ACADEMY
By: _____ Date	By: _____ Date
Title: _____	Title: _____

Exhibit 1 - Enrollment Process

Student Placement Services
1250 West Broadway
668-1840

Students must go to the Student Placement Center before they enroll or start classes if:
They are new to the district
They have been out of MPS for more than one calendar year

Student Placement Service will:
Request and review student records
Fill out purple form and form 13 and fax a copy to the Contract Alternative Program office at Davis Center
Tell students about options within the district including Contract Alternative Programs
Review student's special education needs and refer Federal Setting II and higher to district staff for placement (Contract Alternatives do not serve setting 3 or higher)
Review any health concerns
Contact Contract Alternative Program for placement
Immediately place any students identified as Homeless and Highly Mobile and work to obtain records following the placement

If student placement is unable to retrieve a student's records within three days, they will place the student with the information they have. The sites will then need to request the records again.

New Families Center
3345 Chicago Avenue South
668-3700

Students must go to the New Families Center before they enroll or start classes if:
They are new to the country
They have a home language other than English and they have been in a MPS school
The have a home language other than English and they have been out of MPS for more than one calendar year

New Families Center will:
Request and review student records
Administer the WIDA Screener to determine ELL eligibility
Contact Alternative Program for placement
Immediately place any students identified as Homeless and Highly Mobile and work to obtain records following the placement

If a student does not need to go to Student Placement Services or New Families Center you can enroll them directly at your site.

Students Receiving Special Education Services
Fax/Email student names and ID numbers to the Contract Alternative Office

The Contract Alternatives Special Education Department will review any potential student's special education documents and needs to ensure that the school is able to provide the appropriate level of special education support prior to enrolling the student.
If the student's special education needs cannot be met through the contract alternative program, the CAP Office will send the student's name to MPS student placement so that the student can be placed into another MPS school.

Students should not start classes until the special education review is complete.

Students with Medical/Health Concerns

Fax/Email student names and ID numbers to the Contract Alternative Office
Contract Alternative Nurse will review medical needs

All Students

Contract Alternative Programs will turn in weekly site count to Student Placement Services. This will assist in placing students wanting to enroll in a Contract Alternative Program.
If your program is at full capacity, please refer students to another school or back to Placement Services.

Exhibit 2 – Graduation Credit Requirements

Graduation Credit Requirements for Students Under 2015 – 2018 Graduation Requirements

- 4 year-long credits in language arts
- 4 year-long credits in social studies, including (at minimum):
    - 3.5 year-long credits in:
        - U.S. history
        - geography
        - world history
        - government and citizenship
    - .5 credits in economics
- 3 year-long credits in mathematics, including (at minimum)
    - geometry
    - Either algebra II or statistics and probability
- 3 year-long credits in science, including (at minimum)
    - A semester each of biology 1 and biology 2
    - chemistry
    - A semester each of physics 1 and physics 2
- 1 year-long credit in the arts
- 1 year-long credit in physical education
- 1 year-long credit in health
- 4.5 year-long elective credits

Graduation Credit Requirements for Students under 2019 Graduation Requirements and Beyond

- 4 year-long credits in language arts
- 3.5 year-long credits in social studies, including:
    - 1.0 U.S. history
    - 0.5 geography
    - 1.0 world history
    - 0.5 Government and citizenship
    - 0.5 Economics
- 3 year-long credits in mathematics, including (at minimum)
    - 1 year-long credit in intermediate algebra
    - 1 year-long credit in geometry
    - 1 year-long credit in algebra II or statistics and probability
- 3 year-long credits of science, including (at minimum)
    - 1 year-long physical science
    - 1 year-long biology
    - 1 year-long chemistry or physics
- 1 year-long credit in the arts
- .5 year-long credits in physical education
- .5 year-long credits in health
- 6 year-long elective credits

Exhibit 3 – Continual Learning Plan Requirements

Programs need to develop Continual Learning Plans (CLP's) that are:

- Learner Centered
- Individually Designed by the program
- Able to meet the specific program focus and student needs

CLPs are required annually for every student in a Contract Alternative Program. The student learning objectives must contain:

- Courses and credits the student plans to take
- Graduation requirements the student must complete (HS only)
- Assessment measurements used to evaluate a pupil's progress

CLPs must be signed and dated:

- The CLP will not be effective or valid unless a student has signed it
- Staff must sign the CLP
- Parent signatures must be included for students under the age of 18. Make your best effort to obtain and document your attempts to obtain a signature
- Forms must be updated at the beginning of every grading period
- Forms for summer school must be amended
- CLPS must be kept on file at each site for three years (not including the current year)

Exhibit 4 - Special Education and 504 Plan Expectations

1. All students with an IEP must be allowed to enter when they come into the building, this includes if they leave the building during the regular school day. Procedures may be established to process with their special education case manager and program administration prior to entering class.
2. All students receiving special education services have IEPs; therefore, they cannot be a part of a separate RTI process within the school and conflicts with their IEP. If there are academic or behavior concerns, they should be addressed with the special education resource teachers.
3. MPS licensed special education staff will be consulted with prior to a special education student's suspension as well as included on the special education student's intake. If suspension was related to a fight, the special education staff, in consultation with school site administration will determine if mediation is appropriate. Language should be included in a student accommodation page outlining if mediation is appropriate or if processing with their special education resource teacher upon return is more appropriate due to their disability.
4. Schools with Independent Study Programs (ISP) will have written requirements regarding student attendance and enrollment policies regarding students receiving special education services. All students receiving special education services referred to ISP must be reviewed by their special education case manager/teacher and deemed appropriate by the special education team.
5. In School Suspension (ISS) for students receiving special education services will be discussed and determined as an appropriate consequence with the student's case managers. If a special education student will have ISS, they will attend their scheduled special education courses/receive their daily minutes of service, per their IEP.
6. All schools will identify who their Building 504 Coordinator is and inform the District 504 Coordinator to receive required 504 Overview and EdPlan 504 trainings. Once the 504 Coordinator receives the training they will subsequently be given access to Edplan and can access all 504 Plan documents and forms for students on their caseload.
7. All schools will ensure that the 504 plans are being serviced by the regular education teachers and relevant staff and meetings are completed annually.
8. 504 Plans will be reviewed and updated annually. Eligibility will be reevaluated every three years or when the student's medical or mental health needs change and a new Eligibility Report will be finalized.

Exhibit 5 - Annual Report and School Improvement Plan Minimum Requirements

Minneapolis Contract Alternative Program

Each Minneapolis Contract Alternative Program is required to file a complete Annual Report **at the time of contract renewal** and a **yearly** School Improvement Plan (SIP) based on a summary of the results achieved by the students at the Contract Alternative Program. The SIP is written each fall with updates in February and May. The Annual Report is required to be filed no later than October 1st of the first year of renewal.

Contract Alternative Program Annual Report should include all of the following information:

1. Program Mission and Vision statement.
2. A brief summary of site goals and School Improvement Plan
3. A copy of your Positive School-Wide Engagement Plan.
4. A copy of the Continuous Learning Plan (CLP)
5. An up to date calendar, including extended learning and summer school times and dates
6. Program governance including the responsibilities of the board, board members, board selection process, program director/principal and other program management along with contact information.
7. Teaching and support staff information including staff names, file folder number, teaching assignments, approved waivers and positions.
8. A copy of your teacher evaluation form and explanation of procedures
9. Program shall report results of background checks on all new employees hired within two weeks of the start date.
10. List any third-party contractors working directly with students.
11. A year up-to-date updated budget for the Program including salary allocations, benefits, and other income and benefits provided such as housing, car allowance, and any other benefits not specified herein, for all staff paid either wholly or partly with MPS funds: general education, compensatory education, Title I and ELL.
12. A breakdown of other expenditures that are paid for out of District funds including, but not limited to curriculum, rent, utilities etc.
13. A link to the most recent annual audit conducted by the organization, including the auditor notes and management letter
14. A link to the most recent Form 990.
15. Proof of property and liability insurance. (Please submit an updated copy upon renewal).
16. A copy of the policy and processing procedures of volunteers working with students.
17. Overhead percentage charged by the agency. Overhead must be within a reasonable range and is subject to review by MPS.

All information should be electronically submitted and all items must be included.

*Any of the above procedures may be amended at any time with notice to the school.

Exhibit 6 - SPECIAL SCHOOL DISTRICT NO. 1 MINNEAPOLIS PUBLIC SCHOOLS

INSURANCE REQUIREMENTS 2020-2023

In order to protect CONTRACTOR and Special School District #1 ("District"), CONTRACTOR agrees at all times during the term of this contract, and beyond such term when required under the terms of the Contract, to have and keep in force insurance coverage as indicated below:

Limits

1. For all Contracts beginning July 1, 2012, coverage in the types and amounts as set out below:

(a)	Commercial General Liability on an occurrence Basis with contractual liability coverage, including Officers and Directors Errors and Omissions with General Aggregate	$1,500,000
	Products- Completed Operations Aggregate	$1,500,000
	Personal and Advertising Injury	$1,500,000
	Each Occurrence- Combined Bodily Injury and Property Damage	$1,500,000
(b)	Automobile Liability- Combined single limit Each occurrence coverage or the equivalent Covering owned, non-owned, and hired automobiles	$1,500,000
(c)	Worker's Compensation and Employer's Liability:	
	I. Worker's Compensation Statutory requirements. If the contractor is based outside the State of Minnesota, Coverage must apply to Minnesota Laws.	
	ii. Employer's Liability. Bodily injury by: a. Each accident b. Disease- Policy limit c. Disease - Each employee	 $500,000 $500,000 $500,000
(d)	Professional Liability- Professional Liability (errors and omissions) insurance with respect to its professional Activities	$1,500,000

2. An umbrella or excess liability policy over primary liability insurance coverage is an acceptable method to provide the required insurance limits.

3. The above establishes minimum insurance requirements. It is the sole responsibility of CONTRACTOR to determine the need for and to procure additional insurance that may be needed in connection with this Contract. Copies of insurance policies shall be submitted to the District upon written request.

4. CONTRACTOR shall not commence work until it has obtained required insurance and filed with the District a properly executed Certificate of Insurance that clearly evidences

the required insurance coverage. The certificate shall name Special School District No. 1 as the certificate holder and as an additional insured for the Commercial General Liability coverage (excluding professional liability or errors and omissions) with respect to operations covered under the Contract. The certificate should also show that the District will receive 30 days' prior written notice in the event of cancellation, non-renewal or material change in any described policies.

5. CONTRACTOR shall furnish to the District updated certificates during the term of the Contract as insurance policies expire. If a CONTRACTOR fails to furnish proof of insurance coverage, the District may withhold payments and/ pursue any other right or remedy allowed under the Contract, law, equity, and/or statute.

6. If CONTRACTOR is unable to obtain a required insurance coverage, or coverage is not renewed or is cancelled during the term of this contract, CONTRACTOR shall make immediate good faith efforts to obtain or replace the coverage in the open market. If such efforts are unsuccessful, CONTRACTOR shall immediately notify the District.

Exhibit 7 - District Billing for Additional Services

Special education and assessment will be provided for students who are in need and qualify for such services by licensed special education staff, or staff with approved Minnesota Department of Education variances. The District will provide school psychologist, related services and due process support necessary to complete such assessments and maintain due process records. The Program will pay the District for the non-reimbursable cost of the Special Education Teacher assigned.

There is a maximum to the amount of special education support provided to your site at this level. If there are more students than this amount of teacher time can support, or if the District requests that a program enroll students with significant needs beyond the scope of which the special education teacher can handle, the district may provide additional support at no additional cost, to be arranged as needed.

The District will provide additional support to the alternative school programs, which will include social work, counseling and clerical at no cost.

Total cost for contracted services will be deducted in ten equal monthly installments from the District payment to the Program beginning with the first such payment in September, 2020.

Exhibit 8 - MPS Title I Contract Alternative Process

1. School receives Title I allocation information in Spring
2. School creates a yearly SIP with input from stakeholders.
3. Following each school month, school will submit an itemized invoice to MPS for Title I services provided or goods purchased by the 15th of the following month (ex. September invoice due by October 15th). The invoice must include:
    a) School name
    b) Month of service
    c) Categories of expense (staffing, supplies, food for a parent event, etc.)
    d) Dollar amount for each category
    e) How each expense is aligned to the SIP (location in SIP)
    f) Title I area of each expense (Basic or Family Involvement)
    g) Total dollar amount
4. MPS will process invoices and reimburse the school for expenses incurred the previous month.

Note: Schools will not be paid before services are provided or supplies have been ordered.

Exhibit No 9 - Minneapolis Public Schools Contract Alternative School Accountability Plan

The Minneapolis Public Schools Accountability Plan serves three primary functions at renewal:

1. It provides a protocol for the MPS Contract Alternative Program department to gather and evaluate evidence to determine whether a school has made an adequate case for renewal. In turn, this evidence assists CAP in deciding if it can make the required legal and other findings in order to reach a positive recommendation for renewal.
2. It also provides the school with a guide to understanding CAP's evaluative criteria. The metrics and annual performance targets encompass the critical indicators of our Contract Alternative Programs (CAP) success and their need for an ongoing feedback loop. The annual performance targets and a site visit protocol will measure both best practice and overall school and student performance.
3. These processes will be employed on an annual basis for the next 3 years, to be completed by June of each year. In addition to these processes are annual site visits by MPS CAP administration for staff interviews, classroom observations, curriculum reviewing, and joint discussion with MPS and sites leadership regarding both academic and site data. Additionally, quarterly evaluations in collaboration between site leadership and MPS district staff regarding credit attainment and attendance rates are tabulated, shared and examined for the purpose of optimizing both school and student performance. New supplemental academic support programs that might be developed over the course of the contract term may be included in future evaluations.

Furthermore, CAP will not generally use every benchmark during every kind of renewal review, and how the benchmarks are used differs depending on a school's circumstances. No school should fear that a failure to meet every element of every benchmark means that it is not in a position to make a case for renewal. CAP understands that the performance framework sets a very high standard collectively; as such, perfection on every benchmark is not required to be renewed. Programs will be allowed to add a narrative to all areas being assessed to provide additional information to be used for evaluation.

*The Accountability Plan may be amended at any time with notice and agreement of the school.

Accountability Measures

Part A. Academic Progress

Goal 1A- 100 percent of students will be accurately classified by credit upon enrollment into a Contract Alternative Program (establishes credit/graduation eligibility)

Goal 2A- At least 70% of students enrolled in grades 9 and 10 in each contract alternative high school will meet or exceed their expected growth goal as measured by the NWEA MAP Reading assessment. This measure will only look at those students that were enrolled in the same contract alternative only during either the Fall to Winter or Winter to Spring NWEA MAP testing windows.

Goal 3A- At least 70% of students enrolled in grades 9 and 10 in each contract alternative high school will meet or exceed their expected growth goal as measured by the NWEA MAP Mathematics assessment. This measure will only look at those students that were

enrolled in the same contract alternative only during either the Fall to Winter or Winter to Spring NWEA MAP testing windows.

Goal 4A- 100% of continuously enrolled 11th and 12th graders will be provided the opportunity to be assessed using the ACCUPLACER in Fall and Spring

Goal 5A- At least 80% of credits attempted will be earned by students enrolled in each contract alternative high school for any period of time.

Goal 6A- At least 80% of students enrolled in a single contract alternative high school for the majority of the school year (>= 171days) will earn 5.375 or more academic credits (on-track).

Goal 7A- At least 80% of graduation-eligible seniors will graduate on time. For the purpose of this measure, we will look at only those students that have a reasonable ability to graduate as determined by their enrollment classification. In calculating the "reasonable ability" measure, it will be assumed that each contract alternative high school will offer a minimum of 5.375 credits during the school year and a summer school program offering at least 2.5 credits.

Goal 11A- At least 80 percent of continuously enrolled students in grades 9, 10, 11 0r 12 will remain on-track for graduation.

**Address seniors who need less credit but need to be there longer due to meeting other graduation requirements

Part B. College and Career Readiness

Goal 1B- 100% of graduates will have successfully completed all components of the My Life Plan database.

- ACT Completion
- Resume Writing
- Attend at least one college fair
- Attend at least one career fair
- Complete one mock interview training session
- Attend one FAFSA information session and complete process
- Complete at least two applications to accredited post-secondary institutions

Part C. Student and Family Engagement

Goal 1C- The average daily attendance rate of students enrolled in a single contract alternative high school for the majority of the school year (>= 171 days) will exceed 90%.

Goal 2C- At least 80% of students enrolled in a contract alternative program will either sustain or improve their average daily attendance rate as compared to each student's previous placement.

Goal 4C- Fewer than 10% of the student body will be suspended at any point in the academic year.

Goal 5C- At least 75% of students that do not graduate or return to a comprehensive high school will be retained.

Goal 6C- Fewer than 16.5% of students attending the school will drop out.

Goal 7C- Utilizing the HOPE, DAP, or other pre-approved survey:

- At least 75% of students will report positive or favorable opinions regarding their own personal social and emotional satisfaction with the school.
- At least 75% of students will report positive or favorable opinions regarding school climate and/or operations.

At least 75% of families surveyed utilizing MPS-issued surveys will agree or strongly agree with measures of school satisfaction

Exhibit 10 - Mandated Procedures

1. MPS procedures must be followed when suspending all students. For students receiving special education services - check with your assigned special education teacher.
2. Programs must follow the Pupil Fair Dismissal Act and MPS Discipline policy for suspending and removing students from the program.
3. A suspension form must be completed and entered into Discovery and a suspension letter sent to parent/guardian within 24 hours for any removals one day or longer.
4. A referral form must be completed for any student who is not successful in the program. The student will remain at the program until another placement is secured with support of the Contract Alternative Office.
5. A staff member from the school must attend all mandatory MPS meetings and training.
6. Attendance must be taken and properly recorded every day.
7. MPS Student Placement procedures must be followed when accepting new students.
8. Homebound Instructional Services may not be initiated prior to consulting with the Contract Alternative Special Education DPF or Director of Contract Alternative Programs.
9. All registration paperwork must be accurately completed and submitted before a student may start the program. Unaccompanied youth and Homeless and Highly Mobile student's paperwork can be completed and submitted by a MPS DLD.
10. Any police or ambulance involved incidents must be written up and submitted to the Contract Alternative Office within 24 hours. School must immediately call the Director of Contact Alternative and MPS safety and Security to report the incident.
11. Administrative Transfer forms must be submitted to the MPS transfer and expulsion office within 24 hours.
12. A background check must be on file for everyone, including volunteers, who have contact with students.
13. A summary of Title 1 expenditures must be submitted in accordance with the MPS Title I contract manager.

*Any of the above procedures, may be amended at any time with notice to the school.

Exhibit A

MEMORANDUM OF AGREEMENT BETWEEN
THE MINNEAPOLIS PUBLIC SCHOOLS AND MENLO HIGH SCHOOL
TO SPECIFY THE AMOUNT OF SUPPORT IN ACCORDANCE WITH FORMULA SPECIFIED IN MINN. STAT. 124.D.69

The Program (Menlo High School) has an estimated Average Daily Membership (ADM) or:

67.81	Secondary students
	4-6 grade students

as a bias for payment under Minn. Stat 12D.69 and amendments.

Grades	Total # of students	Weighting	Weighted Student Number	2019/2020 Revenue	Total Revenue
4-6 Grades		**1.0**			
7-12 Grades	**67.81**	**1.2**	**81.37**	**$550,821.69**	
Total Weighted ADM's					**$550,821.69**

We have used projected enrollment to determine the amount of support. Reconciliation may begin in January 2021 if necessary to reconcile a total amount paid to the school with the total amount due based on actual enrollment. After February 15th, 2021, a final adjustment payment to or refund from the school will be made based on the actual ADMs for 2019-20. A monthly invoice will be submitted to Minneapolis Public Schools to request payment. Actual ADM for eligible students for 2020-21 school-year will determine the final budget allocation. Compensation for Compensatory Education is included in the table below. Title I funding will be handled under a separate agreement (see exhibit 7).

Funding Source	Total Dollars	Monthly Allocation (based on 10 Months)
ADMs	**$550,821.69**	**$55,082.17**
Compensatory Education	**$105,166.08**	**$10,516.61**
Title 1 **(Invoice through Funded Programs)**	**$1,624.00 (Title 1 Family)** **$29,670.00 (Title 1 Basic)**	**Invoiced Monthly**
Total Monthly Payments (does not include Title I)	**$655,987.77**	**$65,598.78**

Funding for approved summer school programs will be distributed when the district received the funds from the state and will be included in the reconciliation calculations. There will be no reimbursement for students 21 and over.

BOARD OF EDUCATION
SPECIAL SCHOOL DISTRICT NO. 1

By:_____
date
Title: _____

VOLUNTEERS OF AMERICA HIGH SCHOOL

By: _____
date
Title: _____

AGREEMENT
Special School District No. 1 and MERC
2020-2023

This Agreement is made by and between the Board of Education of Special School District No. 1, Minneapolis Public Schools, ("District"), and MERC; operating a nonpublic, nonsectarian program; organized as a non-profit corporation under the Laws of the State of Minnesota; and doing business at MERC Alternative Program at MERC, located at 2539 Pleasant Ave, Minneapolis, MN 55404.

I. GENERAL PROVISIONS

A. Purpose

The purpose of this Agreement is for MERC to provide educational services on behalf of the District, at MERC for District Students who are eligible to receive educational services in an alternative setting under the authority of Minn. Stat. § 124D.68. This agreement includes providing educational options for students who have been expelled or excluded from District schools. This agreement shall terminate if funding for this alternative program ceases or changes pursuant to Minnesota or federal law.

B. Compliance with Laws

MERC shall comply with all applicable Minnesota and federal laws and regulations including but not limited to: the Minnesota Pupil Fair Dismissal Act, (PFDA) Minn. Stat. § 121A.40 - .56; the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. Ch. 33; Minnesota laws applicable to students with special needs, Minn. Stat. Ch. 125A; the Maltreatment of Minors Reporting Act, Minn. Stat. § 626.556; Section 504, 29 U.S.C. § 794; the Family Education Rights and Privacy Act, (FERPA), 20 U.S.C. § 1232g; and the Minnesota Government Data Practices Act, (MGDPA) Minn. Stat. Ch. 13.

C. District Students

MERC shall accept for enrollment eligible students at MERC. An eligible student is a District student who meets the definition of eligible student in Minn. Stat. § 124D.68, as amended.

D. Enrollment/Exit Procedures

1. MERC shall follow the enrollment process as described in Exhibit 1.
2. MERC may not impose any admission requirements in addition to or beyond eligibility requirements in MN Stat. 124D.68 subd. 2
3. MERC shall provide the District with information on a weekly basis regarding openings for students including but not limited to information about the grade level and type of each opening if applicable.
4. MERC will accept students referred to them by the District for students in need of placement even if doing so puts them over their capped enrollment yet does not compromise program performance, as determined by the Director of Contract Alternatives. MERC will be paid for the ADMs generated.
5. MERC may not exit students prior to meeting with a student and their parent/guardian for all students under the age of 18.
6. MERC must follow MN Stat. 126.05 subd. 8 and withdraw any student who has been absent from school for fifteen (15) consecutive school days during the regular school year or for five (5) consecutive school days during summer school

or intersession classes of flexible school year programs without receiving instruction in the home or hospital.

7. MERC must follow all District procedures for implementing Homebound Instructional Services and will consult with the Contract Alternative Program Special Education District Program Facilitator (DPF), School Social Worker or School Nurse and/or Contract Alternative Director prior to initiating.
8. Determination as to whether or not student conduct warrants an administrative transfer or expulsion will be made by the MPS Expulsion and Transfer Office (ETO), in consultation with the Director of Contract Alternative Programs.
9. All student data will be maintained and updated by the District and available to MERC upon request, and as allowed by law. This includes access to student information systems maintained by the district.

II. CONTRACT

A. Duration

The term of this Agreement shall commence on the date following execution by the District and will continue in effect until June 30, 2023 unless terminated by law or according to the provisions herein. As a Learning Year Program, this contract encompasses academic programming during the traditional school year, before and after-school credit recovery and summer school.

B. Renewal

Terms for renewal are based on successful performance and evaluation of the Academic Accountability Measures and will be granted for up to three (3) years based on information and data collected using a site visit protocol and performance metrics as described in Exhibit 9.

III. MERC RESPONSIBILITIES

A. Student Learning and Academic Measurement Standards

1. MERC must provide programming that will allow students to fulfill state and district mandated graduation requirements which include:
   a. A minimum of twenty-one-and-a-half (21.5) year-long credits in the required MPS academic areas for all graduates (a “year-long-credit" is the equivalent of the successful completion of an academic year of study or student mastery of applicable state standards.) as listed in Exhibit 2
   b. Meet yearly milestones as required by the My Life Plan, unless and until the curriculum is no longer used in the District. ("My Life Plan" is the career and college exploration and decision assisting curriculum framework used by the District.)
   c. Participate in all mandated state testing and local assessments that are part of either the State of Minnesota or District accountability model, in accordance with Minnesota and District standards.
2. MERC shall develop a Continual Learning Plan (CLP) for each student within one month of enrollment. The plan must address any areas of needed growth, specific goals, objectives and a timeline to achieve them, as well as methods of evaluation. The CLP shall meet the requirements of Minnesota Statutes, section 124D.128, Subdivision 3. The CLP must be reviewed quarterly and meet the criteria listed in Exhibit 3.
3. MERC shall comply with the following provisions regarding testing and assessment:

a. require District students to participate in mandatory state testing.
b. require District students in grades 9 and 10 to participate in the NWEA MAP testing in the Fall and Spring.
c. require District students in grades 11 to participate in ACT testing.
d. provide opportunities for students in grades 11 and 12 to participate in ACCUPLACER testing.
e. have a test coordinator from MERC attend all required District meetings.

4. MERC shall meet the requirements of Minn. Stat. § 124D.68, all applicable federal and Minnesota state education laws, federal regulations and the Rules of the Minnesota Department of Education.
5. MERC shall provide a learning setting that complies with state of Minnesota education health and safety standards and that is conducive to learning.
6. MERC shall provide a minimum of six-hour educational day exclusive of a lunch period or shall provide as appropriate 1020 educational hours per school year.
7. MERC shall meet the Accountability Plan measures as outlined in Exhibit 9.
8. MERC shall have a written grievance policy for students and ensure that students are aware of this policy and will have clear guidelines for graduation and shall share this information with guardians and students.
9. MERC shall set up a communication system with parents designed to ensure that parents are aware of its policies and procedures.
10. MERC shall utilize MPS accountability systems for maintaining accuracy in reporting for both Title I documentation and School Improvement Planning goals and measures
11. MERC will follow all Mandated Procedures as outlined in Exhibit 10

B. Special Education and Section 504 Services and Standards

1. For any prospective student with an IEP (individual education plan), MERC must review the IEP with the Contract Alternative Program Special Education District Program Facilitator prior to enrolling the student to determine the appropriateness of the placement.
2. For any student with an IEP, MERC shall provide appropriate space for District to provide special education and related services required by the IEP. This includes adequate classroom space for instruction, confidential meeting space with access to a phone to conduct IEP meetings, access to a secure printer and a filing cabinet with a lock for confidential documents.
3. MERC shall require classroom teachers to implement the provisions of the IEPs and ISPs (individual accommodations and adaptations, as well as all requirements of student Behavior Intervention Plans), that require classroom modifications, as required by law.
4. Students receiving special education services may not be exited or transferred from a Contract Alternative program without a full IEP team meeting, including District administrative representation.
5. MERC shall follow all special education and 504 standards as listed in Exhibit 4.

C. Employment Standards for Staff

1. MERC shall employ as instructional staff only such persons as are properly licensed by the State of Minnesota appropriate to the level of instructional services provided. MERC shall have a copy of each teacher's license on file. MERC

may employ such other staff as may be needed. MERC will follow MDE guidelines for highly qualified staff, and any other applicable laws and regulations.

2. MERC will submit to Minneapolis Public Schools staffing information for any innovative program waivers and out of field permission requested for staff at MERC.
3. MERC shall implement background checks on all new employees in accordance with Minnesota law and will report the results of background checks to the CAP office within two weeks of the time the employee begins to work for MERC. Employees required to undergo background checks include, but are not limited to:
    a. Teachers and teaching assistants;
    b. Administrators and business office personnel;
    c. Custodians and clerical staff;
    d. Transportation providers under contract with MERC or a member school;
    e. Childcare providers at MERC.
4. When offering employment to a licensed teacher, MERC shall contact the Board of Teaching to determine whether there has been any disciplinary action against a teacher based on a board determination that sexual misconduct or attempted sexual misconduct occurred between the teacher and a student.
5. MERC shall require MERC staff to participate in staff development sessions regarding mandated reporting, ethics and other Districted and/or State mandated training as well as appropriate implementation of special education services and 504 Plan services.
6. MERC staff shall be able to attend any District-sponsored staff development at the same cost and basis as a District employee and be provided with appropriate documentation of such staff development.

D. <u>Record and Reporting Requirements</u>
    1. Report on Student Attendance
        a. MERC shall report accurate student attendance for each day programs are in session using a format and reporting schedule prescribed by the District.
    2. Annual Student Achievement, Improvement, Organization Reports
        a. MERC shall provide the District with an Annual Report for each school year on or before November 15th of each year for the previous school year. The Annual Report shall contain at least the items listed in Exhibit 5. Liability and Property Insurance Certificates shall be sent to the District with the Annual Report.
    3. Financial Reporting
        a. MERC will receive a yearly Memorandum of Agreement (MOA) from the District that outlines Revenues and Expenditures for the upcoming year. This MOA will include projected ADMs, Compensatory and Title I funds.
        b. MERC will submit a budget for the coming school year by August 15th that will address all expenditures taken from dollars passed through by the District each year this contract is in effect.
        c. If the District has been informed by the State, MERC auditor, MERC creditor, through its own investigation, or by another manner that MERC or one of its affiliates is more than 60 days in arrears for its payments to creditors, District

may request and MERC shall submit to the District a listing of all creditors for whom there is an outstanding liability.

d. No administrative oversight fees may be taken from compensatory dollars or Title dollars.
e. Title I funds will be reimbursed following the process set forth in Exhibit 8.
f. MERC shall provide the District with access to all payroll records regardless of whether MERC uses an external payroll service, within a reasonable time period.

4. Records Management and Retention
   a. MERC shall retain any and all books, documents, papers, financial records and other records related to the services MERC provides to the District for a period of six years after the year in which MERC provides the service. MERC agrees that the District or its duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary with reasonable notice, shall have access to and the right to the records that are pertinent to and involve transactions relating to this Agreement. This requirement applies to all records including records of grants or other revenue received from the City of Minneapolis, Hennepin County, the State of Minnesota, the federal government and other public or private sources for the services rendered under the Agreement.
   b. Upon termination of the contractual relationship between MERC and the District, MERC agrees to immediately turn over to the District any and all documents, papers, finance records and other student records related to services provided.

E. Other Legal Requirements
   1. Nondiscrimination
      a. MERC shall abide by state and federal laws prohibiting discrimination in education and employment. MERC shall provide to the District all information and reports about MERC nondiscrimination policies when required by the District to do so.
   2. Facilities Occupancy Certificate
      a. MERC shall maintain a current "Facilities Occupancy Certificate" issued by the City of Minneapolis.
   3. MERC shall notify the District of any proposed or actual significant changes in MERC policies or staff.

IV. DISTRICT RESPONSIBILITIES

A. Financial Auditing
   1. A District audit will be conducted annually to review finances related to public school funds being used to support the program

B. Provisions of Special Education Instruction and Related Services
   1. The District, using District employees, shall provide direct and indirect special education and related services to those students determined to be eligible for such services consistent with their IEP's.

C. Monitoring and Support Services
   1. The District shall monitor MERC performance of its obligations under this Agreement.

D. Payment

1. The District shall pay MERC as outlined in Section V herein. This amount shall be net of any fees.
2. Payments will be divided over ten months, September through June of each contract year.

E. Transportation
1. The District will provide transportation or transportation dollars to students who live in the Minneapolis District and who qualify for such services.

F. Staff Development
1. The District will hold a beginning-of-the-year required kick-off session and end-of-year wrap up session for all CAP schools.
2. The District will provide two full-day staff development opportunities for all MERC staff.
3. The District will provide an annual information session for MERC staff around Title 1 reporting, SIP completion, 504 Plans, PSWE and Family Engagement.

V. FINANCIAL SUPPORT FOR CONTRACT MERC

A. District shall pay MERC pursuant to Minnesota Statutes § 124D.69. District shall make payment only upon average daily membership documentation submitted by MERC in such form as deemed satisfactory by District. District may begin the reconciliation process with an adjustment to the monthly payments starting in April of each contract year, if necessary to reconcile the total amount paid to MERC with the total amount due based on actual enrollment. District shall provide funding only if MERC has complied with the terms of this Agreement and any reasonable requests of District. Final ADM counts provided by the State will be used to determine final payments. The payment will be net of any charges for services provided by the District.

VI. CONTRACTING WITH OTHER ENTITIES

A. MERC shall neither enter into subcontracts for performance of any of the purchased services contemplated under this Agreement nor assign this Agreement, without prior written approval of the District and subject to such conditions and provisions as the District may deem necessary. MERC shall be responsible for the performance and liability of all subcontractors.

B. In the event MERC enters into a contract with another school district to provide educational services for students for whom the other school district is responsible, MERC shall indemnify District for any loss of any kind that District may incur because of MERC contract with another school district.

VII. INSURANCE REQUIREMENTS AND FINANCIAL ASSURANCE

A. MERC shall at its own expense, maintain comprehensive general liability insurance covering claims that arise out of its acts and operations under this Agreement for which it may be legally liable. At a minimum, MERC must provide insurance coverage in accordance with Exhibit 6.

B. MERC or its members shall also maintain property insurance covering the facility in which the educational program is located.

C. MERC and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending MERC.

D. MERC will provide electronic access to the annual audit, along with any auditor's notes at the same time the report is sent to the Board of the overseeing agency.

VIII. INDEMNIFICATION

A. Except as expressly provided in this Agreement or in connection with insurance coverage required to be provided in this Agreement by one party for the benefit of the other, each party shall be responsible for its own legal representation and legal costs.

B. Except where there is an actual or potential conflict of interest, the parties shall fully cooperate with legal counsel for one another in connection with any legal claim asserted against either of them for services provided under this Agreement.

C. Nothing in this Agreement is intended to nor shall the terms of this Agreement expand the liability of the District and MERC under Minnesota law.

D. MERC shall indemnify, save and hold the District, its employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits, costs, judgments, or other forms of liability to third parties, actual or claimed, including attorney's fees, for injury to property or persons, occurring or allegedly occurring in, on or about MERC property, based on conduct committed by MERC or by its employees, officers, directors, subcontractors, or agents. Upon timely written notice from the District, MERC shall defend the District in any action or proceeding against the District that is within the purview of this paragraph.

E. Notwithstanding any other provision of this Agreement, MERC shall not settle or compromise any claim against it relating to its obligations under this Agreement without a signed agreement of approval from the District.

F. The foregoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability to third parties provided or available to either of the parties under applicable state governmental immunities laws.

G. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of MERC personnel or other persons while engaged on behalf of MERC, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment with MERC including without limitation, claims of discrimination against MERC, its members, officers, agents, contractors or employees shall in no way be the responsibility of the District and MERC shall defend indemnify and hold the District, its officers, agents and employees harmless f1-om any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission, or court, and from the expenses of defending such claims, including attorney's fees. MERC personnel and other persons engaged on behalf of MERC shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the District, including, without limitations, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, unemployment compensation, disability, severance pay, and P.E.R.A.

IX. RELATIONSHIP OF THE PARTIES

A. It is agreed that nothing contained in this Agreement is intended, or should be construed in any manner, as creating or establishing the relationship of partners between the District and MERC or as constituting MERC as the agent, representative or employee of the District for any purpose or in any manner whatsoever. MERC is to be and shall remain an independent contractor with respect to all services performed under this Agreement. MERC represents that it has, or will secure at its own expense, all personnel required to perform its obligations under this

Agreement. All staff employed by MERC either directly or indirectly shall be employees of MERC or its affiliates and not the District. MERC or its affiliates shall determine salary, benefit eligibility, retirement plans, and performance standards, continuing professional development needs and all other incidents and benefits of employment.

X. AMENDMENT

A. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment to this Agreement and duly signed by the parties hereto.

XI. DEFAULT, NOTICE AND CURE

A. Inability to Perform
   1. MERC shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the educational services to be provided to the District under this Agreement. MERC shall immediately notify the District in writing whenever it is unable to, or reasonably believes it is going to be unable to, provide the agreed upon quality and quantity of educational services. Upon such notification, the District shall determine whether such inability requires a modification or immediate cancellation of this Agreement without opportunity for cure.

B. Default by MERC
   1. Unless excused by District default or District waiver of default, any of the following occurrences shall constitute default on the part of MERC:
      a. Failure to comply with any relevant legal requirements.
      b. Failure to perform any duties or requirements outlined in this Agreement.
      c. Failure to respond to requests by the District for information about MERC financial status.
      d. Failure to create, implement and advance a plan for payment of creditors.
      e. Failure to acquire and hold a lease for the building space used for instruction.
      f. Failure to pay the Internal Revenue Service and Minnesota Department of Revenue any monies due.
      g. Failure to maintain adequate records, both student records and financial records regarding the program.

C. Default by District
   1. Unless excused by MERC default, or MERC waiver of default, failure to perform any other material provision of this Agreement shall constitute default on the part of the District.

D. Written Notice of Default
   1. Unless otherwise provided in this Agreement, no event shall constitute a default giving rise to the right to terminate unless and until written Notice of Default is given to the defaulting party, specifying the particular event, series of events or failure constituting the default and specifying the cure period, if any.

E. Cure Period
   1. If the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) business days or such other time as may be specified under the terms of this Agreement or in the Notice of Default, then this Agreement may be terminated by written notice as provided in paragraph XII below.

XII. TERMINATION OF AGREEMENT

A. With or Without Cause
   1. This Agreement may be terminated by either party, with or without cause, effective on July 1 of any given contract year, provided that the party wishing to terminate the Agreement delivers a Notice of Termination to the authorized representative of the other party on or before April 1 immediately preceding the July 1 termination date. If both parties agree, this Agreement may be terminated at any other time during the term of this Agreement. MERC will return all District resources and property upon termination of the agreement.

B. Changes in Legislation
   1. If legislation changes the funding formula; either side may terminate the agreement with thirty days notice.

C. Changes in Policy or Staff
   1. The District reserves the right to terminate this Agreement without opportunity to cure if the District determines that a proposed or actual significant change in MERC policies or staff is contrary to the purpose of this Agreement or contrary to relevant District policies.

D. Termination After Failure to Cure Default
   1. If, after the time specified for cure of default in the Notice of Default issued in accordance with paragraph XI.D above, the party in default has failed to cure the default in a manner satisfactory to the party issuing the Notice of Default; the party not in default may issue a Notice of Termination. The Notice of Termination must be delivered to the Authorized Representative of the party in default. The Notice of Termination shall specify the bases for the termination.

E. Default by MERC
   1. After receipt of Notice of Termination from District because of default by MERC, and except as otherwise directed by District, MERC shall:
      a. Discontinue provision of services subcontracted pursuant to paragraph VI of this Agreement on that date or to the extent specified in the Notice of Termination.
      b. Cancel all orders and subcontracts to the extent that they relate to the performance of services subcontracted pursuant to paragraph VI of this Agreement and are canceled by the Notice of Termination.
      c. Settle all outstanding liabilities and all claims arising out of such cancellation of orders and subcontracts, with the approval or ratification to the extent that may be required, which approval or ratification shall be final for all the purposes of this clause.
      d. Complete performance of such services subcontracted pursuant to paragraph VI of this Agreement that shall not have been canceled by the Notice of Termination.
      e. Maintain all records relating to performance of the canceled portion of this Agreement for a minimum of six years. MERC shall maintain records for a longer period if reasonably required to do so by the District.
      f. Forward all student records to the District within 30 days and return all property belonging to the District.

F. Default by District

1. After receipt of Notice of Termination from MERC because of default by District, and except as otherwise directed by MERC, District shall:
    a. Cancel all orders and subcontracts to the extent that they relate to the performance of services subcontracted pursuant to paragraph VI of this Agreement and are canceled by the Notice of Termination.
    b. Settle all outstanding liabilities and all claims arising out of such cancellation of orders and
    subcontracts, with the approval or ratification to the extent that may be required, which approval or ratification shall be final for all the purposes of this clause.
    c. Complete performance of such services subcontracted pursuant to paragraph VI of this Agreement
    that shall not have been canceled by Notice of Termination.
    d. Maintain all records relating to performance of the canceled portion of this Agreement for a minimum of six years. District shall maintain records for a longer period if reasonably required to do so by the MERC.

XIII. REMEDIES

A. Notwithstanding any cure period, District is entitled to recover from MERC any damages sustained by District by virtue of any breach of this Agreement by MERC, and District may withhold payments to MERC for the purpose of set-off provided that such amounts withheld are reasonably related to actual damages.

B. It is agreed that any right or remedy provided for in this Agreement shall not be considered as the exclusive right or remedy of either party for any default in any respect by the other party, but such right or remedy shall be considered to be in addition to any other right or remedy hereunder or allowed by law or equity.

C. Either party's failure to insist upon strict performance of any covenant, agreement, or stipulation of the Agreement or to exercise any right contained in the Agreement, shall not be a waiver or relinquishment of such covenant, agreement, stipulation, or right, unless the waiving party consents thereto in writing. Any such written consent shall not constitute a waiver or relinquishment of the future exercise of such covenant, agreement, stipulation or right.

XVI. NO THIRD-PARTY BENEFICIARY RIGHTS

A. No third party, whether a constituent of the District or otherwise, may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of, the District or MERC in this Agreement. This Agreement is not intended to create any rights of a third-party beneficiary.

XVII. CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

A. This Contract shall be construed under Minnesota law (without regard for choice of law considerations) and the policies and procedures of the District, as amended from time to time. Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, MERC specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

XVIII. INDEMNIFICATION

A. Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students,
employees and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of MERC's negligent acts or omissions or in connection with MERC breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District.

Exhibits 1 through 12 are attached and incorporated herein by reference.

Exhibit 1 - Enrollment Process
Exhibit 2 - Graduation Requirements
Exhibit 3 - Continual Learning Plan (CLP) requirements
Exhibit 4 – Special Education and 504 Plan Expectations
Exhibit 5 - Annual Report and School Improvement Plan Minimum Requirements
Exhibit 6 - Insurance Requirements
Exhibit 7 - District Billing for Additional Services
Exhibit 8 - Title One
Exhibit 9 - Academic Accountability Plan
Exhibit 10- Mandated Procedures

IN WITNESS, WHEREOF, the parties have executed this Agreement on the date and year written below.

BOARD OF EDUCATION SPECIAL SCHOOL DISTRICT NO. 1	MERC
By: _____ Date	By: _____ Date
Title: _____	Title: _____

Exhibit 1 - Enrollment Process

Student Placement Services
1250 West Broadway
668-1840

Students must go to the Student Placement Center before they enroll or start classes if:
They are new to the district
They have been out of MPS for more than one calendar year

Student Placement Service will:
Request and review student records
Fill out purple form and form 13 and fax a copy to the Contract Alternative Program office at Davis Center
Tell students about options within the district including Contract Alternative Programs
Review student's special education needs and refer Federal Setting II and higher to district staff for placement (Contract Alternatives do not serve setting 3 or higher)
Review any health concerns
Contact Contract Alternative Program for placement
Immediately place any students identified as Homeless and Highly Mobile and work to obtain records following the placement

If student placement is unable to retrieve a student's records within three days, they will place the student with the information they have. The sites will then need to request the records again.

New Families Center
3345 Chicago Avenue South
668-3700

Students must go to the New Families Center before they enroll or start classes if:
They are new to the country
They have a home language other than English and they have been in a MPS school
The have a home language other than English and they have been out of MPS for more than one calendar year

New Families Center will:
Request and review student records
Administer the WIDA Screener to determine ELL eligibility
Contact Alternative Program for placement
Immediately place any students identified as Homeless and Highly Mobile and work to obtain records following the placement

If a student does not need to go to Student Placement Services or New Families Center you can enroll them directly at your site.

Students Receiving Special Education Services
Fax/Email student names and ID numbers to the Contract Alternative Office

The Contract Alternatives Special Education Department will review any potential student's special education documents and needs to ensure that the school is able to provide the appropriate level of special education support prior to enrolling the student.
If the student's special education needs cannot be met through the contract alternative program, the CAP Office will send the student's name to MPS student placement so that the student can be placed into another MPS school.

Students should not start classes until the special education review is complete.

Students with Medical/Health Concerns

Fax/Email student names and ID numbers to the Contract Alternative Office
Contract Alternative Nurse will review medical needs

All Students

Contract Alternative Programs will turn in weekly site count to Student Placement Services. This will assist in placing students wanting to enroll in a Contract Alternative Program.
If your program is at full capacity, please refer students to another school or back to Placement Services.

Exhibit 2 – Graduation Credit Requirements

Graduation Credit Requirements for Students Under 2015 – 2018 Graduation Requirements

- 4 year-long credits in language arts
- 4 year-long credits in social studies, including (at minimum):
    - 3.5 year-long credits in:
        - U.S. history
        - geography
        - world history
        - government and citizenship
    - .5 credits in economics
- 3 year-long credits in mathematics, including (at minimum)
    - geometry
    - Either algebra II or statistics and probability
- 3 year-long credits in science, including (at minimum)
    - A semester each of biology 1 and biology 2
    - chemistry
    - A semester each of physics 1 and physics 2
- 1 year-long credit in the arts
- 1 year-long credit in physical education
- 1 year-long credit in health
- 4.5 year-long elective credits

Graduation Credit Requirements for Students under 2019 Graduation Requirements and Beyond

- 4 year-long credits in language arts
- 3.5 year-long credits in social studies, including:
    - 1.0 U.S. history
    - 0.5 geography
    - 1.0 world history
    - 0.5 Government and citizenship
    - 0.5 Economics
- 3 year-long credits in mathematics, including (at minimum)
    - 1 year-long credit in intermediate algebra
    - 1 year-long credit in geometry
    - 1 year-long credit in algebra II or statistics and probability
- 3 year-long credits of science, including (at minimum)
    - 1 year-long physical science
    - 1 year-long biology
    - 1 year-long chemistry or physics
- 1 year-long credit in the arts
- .5 year-long credits in physical education
- .5 year-long credits in health
- 6 year-long elective credits

Exhibit 3 – Continual Learning Plan Requirements

Programs need to develop Continual Learning Plans (CLP's) that are:

- Learner Centered
- Individually Designed by the program
- Able to meet the specific program focus and student needs

CLPs are required annually for every student in a Contract Alternative Program. The student learning objectives must contain:

- Courses and credits the student plans to take
- Graduation requirements the student must complete (HS only)
- Assessment measurements used to evaluate a pupil's progress

CLPs must be signed and dated:

- The CLP will not be effective or valid unless a student has signed it
- Staff must sign the CLP
- Parent signatures must be included for students under the age of 18. Make your best effort to obtain and document your attempts to obtain a signature
- Forms must be updated at the beginning of every grading period
- Forms for summer school must be amended
- CLPS must be kept on file at each site for three years (not including the current year)

Exhibit 4 - Special Education and 504 Plan Expectations

1. All students with an IEP must be allowed to enter when they come into the building, this includes if they leave the building during the regular school day. Procedures may be established to process with their special education case manager and program administration prior to entering class.
2. All students receiving special education services have IEPs; therefore, they cannot be a part of a separate RTI process within the school and conflicts with their IEP. If there are academic or behavior concerns, they should be addressed with the special education resource teachers.
3. MPS licensed special education staff will be consulted with prior to a special education student's suspension as well as included on the special education student's intake. If suspension was related to a fight, the special education staff, in consultation with school site administration will determine if mediation is appropriate. Language should be included in a student accommodation page outlining if mediation is appropriate or if processing with their special education resource teacher upon return is more appropriate due to their disability.
4. Schools with Independent Study Programs (ISP) will have written requirements regarding student attendance and enrollment policies regarding students receiving special education services. All students receiving special education services referred to ISP must be reviewed by their special education case manager/teacher and deemed appropriate by the special education team.
5. In School Suspension (ISS) for students receiving special education services will be discussed and determined as an appropriate consequence with the student's case managers. If a special education student will have ISS, they will attend their scheduled special education courses/receive their daily minutes of service, per their IEP.
6. All schools will identify who their Building 504 Coordinator is and inform the District 504 Coordinator to receive required 504 Overview and EdPlan 504 trainings. Once the 504 Coordinator receives the training they will subsequently be given access to Edplan and can access all 504 Plan documents and forms for students on their caseload.
7. All schools will ensure that the 504 plans are being serviced by the regular education teachers and relevant staff and meetings are completed annually.
8. 504 Plans will be reviewed and updated annually. Eligibility will be reevaluated every three years or when the student's medical or mental health needs change and a new Eligibility Report will be finalized.

Exhibit 5 - Annual Report and School Improvement Plan Minimum Requirements

Minneapolis Contract Alternative Program

Each Minneapolis Contract Alternative Program is required to file a complete Annual Report **at the time of contract renewal** and a **yearly** School Improvement Plan (SIP) based on a summary of the results achieved by the students at the Contract Alternative Program. The SIP is written each fall with updates in February and May. The Annual Report is required to be filed no later than October 1st of the first year of renewal.

Contract Alternative Program Annual Report should include all of the following information:

1. Program Mission and Vision statement.
2. A brief summary of site goals and School Improvement Plan
3. A copy of your Positive School-Wide Engagement Plan.
4. A copy of the Continuous Learning Plan (CLP)
5. An up to date calendar, including extended learning and summer school times and dates
6. Program governance including the responsibilities of the board, board members, board selection process, program director/principal and other program management along with contact information.
7. Teaching and support staff information including staff names, file folder number, teaching assignments, approved waivers and positions.
8. A copy of your teacher evaluation form and explanation of procedures
9. Program shall report results of background checks on all new employees hired within two weeks of the start date.
10. List any third-party contractors working directly with students.
11. A year up-to-date updated budget for the Program including salary allocations, benefits, and other income and benefits provided such as housing, car allowance, and any other benefits not specified herein, for all staff paid either wholly or partly with MPS funds: general education, compensatory education, Title I and ELL.
12. A breakdown of other expenditures that are paid for out of District funds including, but not limited to curriculum, rent, utilities etc.
13. A link to the most recent annual audit conducted by the organization, including the auditor notes and management letter
14. A link to the most recent Form 990.
15. Proof of property and liability insurance. (Please submit an updated copy upon renewal).
16. A copy of the policy and processing procedures of volunteers working with students.
17. Overhead percentage charged by the agency. Overhead must be within a reasonable range and is subject to review by MPS.

All information should be electronically submitted and all items must be included.

*Any of the above procedures may be amended at any time with notice to the school.

Exhibit 6 - SPECIAL SCHOOL DISTRICT NO. 1 MINNEAPOLIS PUBLIC SCHOOLS

INSURANCE REQUIREMENTS 2020-2023

In order to protect CONTRACTOR and Special School District #1 ("District"), CONTRACTOR agrees at all times during the term of this contract, and beyond such term when required under the terms of the Contract, to have and keep in force insurance coverage as indicated below:

Limits

1. For all Contracts beginning July 1, 2012, coverage in the types and amounts as set out below:

(a)	Commercial General Liability on an occurrence Basis with contractual liability coverage, including Officers and Directors Errors and Omissions with General Aggregate	$1,500,000
	Products- Completed Operations Aggregate	$1,500,000
	Personal and Advertising Injury	$1,500,000
	Each Occurrence- Combined Bodily Injury and Property Damage	$1,500,000
(b)	Automobile Liability- Combined single limit Each occurrence coverage or the equivalent Covering owned, non-owned, and hired automobiles	$1,500,000
(c)	Worker's Compensation and Employer's Liability:	
	I. Worker's Compensation Statutory requirements. If the contractor is based outside the State of Minnesota, Coverage must apply to Minnesota Laws.	
	ii. Employer's Liability. Bodily injury by: a. Each accident b. Disease- Policy limit c. Disease - Each employee	 $500,000 $500,000 $500,000
(d)	Professional Liability- Professional Liability (errors and omissions) insurance with respect to its professional Activities	$1,500,000

2. An umbrella or excess liability policy over primary liability insurance coverage is an acceptable method to provide the required insurance limits.

3. The above establishes minimum insurance requirements. It is the sole responsibility of CONTRACTOR to determine the need for and to procure additional insurance that may be needed in connection with this Contract. Copies of insurance policies shall be submitted to the District upon written request.

4. CONTRACTOR shall not commence work until it has obtained required insurance and filed with the District a properly executed Certificate of Insurance that clearly evidences

the required insurance coverage. The certificate shall name Special School District No. 1 as the certificate holder and as an additional insured for the Commercial General Liability coverage (excluding professional liability or errors and omissions) with respect to operations covered under the Contract. The certificate should also show that the District will receive 30 days' prior written notice in the event of cancellation, non-renewal or material change in any described policies.

5. CONTRACTOR shall furnish to the District updated certificates during the term of the Contract as insurance policies expire. If a CONTRACTOR fails to furnish proof of insurance coverage, the District may withhold payments and/ pursue any other right or remedy allowed under the Contract, law, equity, and/or statute.

6. If CONTRACTOR is unable to obtain a required insurance coverage, or coverage is not renewed or is cancelled during the term of this contract, CONTRACTOR shall make immediate good faith efforts to obtain or replace the coverage in the open market. If such efforts are unsuccessful, CONTRACTOR shall immediately notify the District.

Exhibit 7 - District Billing for Additional Services

Special education and assessment will be provided for students who are in need and qualify for such services by licensed special education staff, or staff with approved Minnesota Department of Education variances. The District will provide school psychologist, related services and due process support necessary to complete such assessments and maintain due process records. The Program will pay the District for the non-reimbursable cost of the Special Education Teacher assigned.

There is a maximum to the amount of special education support provided to your site at this level. If there are more students than this amount of teacher time can support, or if the District requests that a program enroll students with significant needs beyond the scope of which the special education teacher can handle, the district may provide additional support at no additional cost, to be arranged as needed.

The District will provide additional support to the alternative school programs, which will include social work, counseling and clerical at no cost.

Total cost for contracted services will be deducted in ten equal monthly installments from the District payment to the Program beginning with the first such payment in September, 2020.

Exhibit 8 - MPS Title I Contract Alternative Process

1. School receives Title I allocation information in Spring
2. School creates a yearly SIP with input from stakeholders.
3. Following each school month, school will submit an itemized invoice to MPS for Title I services provided or goods purchased by the 15th of the following month (ex. September invoice due by October 15th). The invoice must include:
    a) School name
    b) Month of service
    c) Categories of expense (staffing, supplies, food for a parent event, etc.)
    d) Dollar amount for each category
    e) How each expense is aligned to the SIP (location in SIP)
    f) Title I area of each expense (Basic or Family Involvement)
    g) Total dollar amount
4. MPS will process invoices and reimburse the school for expenses incurred the previous month.

Note: Schools will not be paid before services are provided or supplies have been ordered.

Exhibit No 9 - Minneapolis Public Schools Contract Alternative School Accountability Plan

The Minneapolis Public Schools Accountability Plan serves three primary functions at renewal:

1. It provides a protocol for the MPS Contract Alternative Program department to gather and evaluate evidence to determine whether a school has made an adequate case for renewal. In turn, this evidence assists CAP in deciding if it can make the required legal and other findings in order to reach a positive recommendation for renewal.
2. It also provides the school with a guide to understanding CAP's evaluative criteria. The metrics and annual performance targets encompass the critical indicators of our Contract Alternative Programs (CAP) success and their need for an ongoing feedback loop. The annual performance targets and a site visit protocol will measure both best practice and overall school and student performance.
3. These processes will be employed on an annual basis for the next 3 years, to be completed by June of each year. In addition to these processes are annual site visits by MPS CAP administration for staff interviews, classroom observations, curriculum reviewing, and joint discussion with MPS and sites leadership regarding both academic and site data. Additionally, quarterly evaluations in collaboration between site leadership and MPS district staff regarding credit attainment and attendance rates are tabulated, shared and examined for the purpose of optimizing both school and student performance. New supplemental academic support programs that might be developed over the course of the contract term may be included in future evaluations.

Furthermore, CAP will not generally use every benchmark during every kind of renewal review, and how the benchmarks are used differs depending on a school's circumstances. No school should fear that a failure to meet every element of every benchmark means that it is not in a position to make a case for renewal. CAP understands that the performance framework sets a very high standard collectively; as such, perfection on every benchmark is not required to be renewed. Programs will be allowed to add a narrative to all areas being assessed to provide additional information to be used for evaluation.

*The Accountability Plan may be amended at any time with notice and agreement of the school.

Accountability Measures

Part A. Academic Progress

Goal 1A- 100 percent of students will be accurately classified by credit upon enrollment into a Contract Alternative Program (establishes credit/graduation eligibility)

Goal 2A- At least 70% of students enrolled in grades 9 and 10 in each contract alternative high school will meet or exceed their expected growth goal as measured by the NWEA MAP Reading assessment. This measure will only look at those students that were enrolled in the same contract alternative only during either the Fall to Winter or Winter to Spring NWEA MAP testing windows.

Goal 3A- At least 70% of students enrolled in grades 9 and 10 in each contract alternative high school will meet or exceed their expected growth goal as measured by the NWEA MAP Mathematics assessment. This measure will only look at those students that were

enrolled in the same contract alternative only during either the Fall to Winter or Winter to Spring NWEA MAP testing windows.

Goal 4A- 100% of continuously enrolled 11th and 12th graders will be provided the opportunity to be assessed using the ACCUPLACER in Fall and Spring

Goal 5A- At least 80% of credits attempted will be earned by students enrolled in each contract alternative high school for any period of time.

Goal 6A- At least 80% of students enrolled in a single contract alternative high school for the majority of the school year (>= 171days) will earn 5.375 or more academic credits (on-track).

Goal 7A- At least 80% of graduation-eligible seniors will graduate on time. For the purpose of this measure, we will look at only those students that have a reasonable ability to graduate as determined by their enrollment classification. In calculating the "reasonable ability" measure, it will be assumed that each contract alternative high school will offer a minimum of 5.375 credits during the school year and a summer school program offering at least 2.5 credits.

Goal 11A- At least 80 percent of continuously enrolled students in grades 9, 10, 11 0r 12 will remain on-track for graduation.

**Address seniors who need less credit but need to be there longer due to meeting other graduation requirements

Part B. College and Career Readiness

Goal 1B- 100% of graduates will have successfully completed all components of the My Life Plan database.

- ACT Completion
- Resume Writing
- Attend at least one college fair
- Attend at least one career fair
- Complete one mock interview training session
- Attend one FAFSA information session and complete process
- Complete at least two applications to accredited post-secondary institutions

Part C. Student and Family Engagement

Goal 1C- The average daily attendance rate of students enrolled in a single contract alternative high school for the majority of the school year (>= 171 days) will exceed 90%.

Goal 2C- At least 80% of students enrolled in a contract alternative program will either sustain or improve their average daily attendance rate as compared to each student's previous placement.

Goal 4C- Fewer than 10% of the student body will be suspended at any point in the academic year.

Goal 5C- At least 75% of students that do not graduate or return to a comprehensive high school will be retained.

Goal 6C- Fewer than 16.5% of students attending the school will drop out.

Goal 7C- Utilizing the HOPE, DAP, or other pre-approved survey:

- At least 75% of students will report positive or favorable opinions regarding their own personal social and emotional satisfaction with the school.
- At least 75% of students will report positive or favorable opinions regarding school climate and/or operations.

At least 75% of families surveyed utilizing MPS-issued surveys will agree or strongly agree with measures of school satisfaction

Exhibit 10 - Mandated Procedures

1. MPS procedures must be followed when suspending all students. For students receiving special education services - check with your assigned special education teacher.
2. Programs must follow the Pupil Fair Dismissal Act and MPS Discipline policy for suspending and removing students from the program.
3. A suspension form must be completed and entered into Discovery and a suspension letter sent to parent/guardian within 24 hours for any removals one day or longer.
4. A referral form must be completed for any student who is not successful in the program. The student will remain at the program until another placement is secured with support of the Contract Alternative Office.
5. A staff member from the school must attend all mandatory MPS meetings and training.
6. Attendance must be taken and properly recorded every day.
7. MPS Student Placement procedures must be followed when accepting new students.
8. Homebound Instructional Services may not be initiated prior to consulting with the Contract Alternative Special Education DPF or Director of Contract Alternative Programs.
9. All registration paperwork must be accurately completed and submitted before a student may start the program. Unaccompanied youth and Homeless and Highly Mobile student's paperwork can be completed and submitted by a MPS DLD.
10. Any police or ambulance involved incidents must be written up and submitted to the Contract Alternative Office within 24 hours. School must immediately call the Director of Contact Alternative and MPS safety and Security to report the incident.
11. Administrative Transfer forms must be submitted to the MPS transfer and expulsion office within 24 hours.
12. A background check must be on file for everyone, including volunteers, who have contact with students.
13. A summary of Title 1 expenditures must be submitted in accordance with the MPS Title I contract manager.

*Any of the above procedures, may be amended at any time with notice to the school.

Exhibit A

MEMORANDUM OF AGREEMENT BETWEEN
THE MINNEAPOLIS PUBLIC SCHOOLS AND MERC HIGH SCHOOL
TO SPECIFY THE AMOUNT OF SUPPORT IN ACCORDANCE WITH FORMULA SPECIFIED IN MINN. STAT. 124.D.69

The Program (MERC High School) has an estimated Average Daily Membership (ADM) or:

56	Secondary students
	4-6 grade students

as a bias for payment under Minn. Stat 12D.69 and amendments.

Grades	**Total # of students**	**Weighting**	**Weighted Student Number**	**2019/2020 Revenue**	**Total Revenue**
4-6 Grades		**1.0**			
7-12 Grades	**56**	**1.2**	**67.20**	**$449,365.49**	
Total Weighted ADM's					**$449,365.49**

We have used projected enrollment to determine the amount of support. Reconciliation may begin in January 2021 if necessary to reconcile a total amount paid to the school with the total amount due based on actual enrollment. After February 15th, 2021, a final adjustment payment to or refund from the school will be made based on the actual ADMs for 2019-20. A monthly invoice will be submitted to Minneapolis Public Schools to request payment. Actual ADM for eligible students for 2020-21 school-year will determine the final budget allocation. Compensation for Compensatory Education is included in the table below. Title I funding will be handled under a separate agreement (see exhibit 7).

Funding Source	**Total Dollars**	**Monthly Allocation (based on 10 Months)**
ADMs	**$449,365.49**	**$44,936.55**
Compensatory Education	**$155,457.92**	**$15, 545.79**
***Title 1* **(Invoice through Funded Programs)**	**$869 (Title 1 Family) $57,000 (Title 1 Basic)**	**Invoiced Monthly**
Total Monthly Payments (does not include Title I)	**$604,823.41**	**$60,482.34**

Funding for approved summer school programs will be distributed when the district received the funds from the state and will be included in the reconciliation calculations. There will be no reimbursement for students 21 and over.

BOARD OF EDUCATION
SPECIAL SCHOOL DISTRICT NO. 1

By:_____
date
Title: _____

VOLUNTEERS OF AMERICA HIGH SCHOOL

By: _____
date
Title: _____

AGREEMENT
Special School District No. 1 and LORING-NICOLLET HIGH
2020-2023

This Agreement is made by and between the Board of Education of Special School District No. 1, Minneapolis Public Schools, ("District"), and LORING-NICOLLET HIGH; operating a nonpublic, nonsectarian program; organized as a non-profit corporation under the Laws of the State of Minnesota; and doing business at LORING-NICOLLET HIGH Alternative Program at LORING-NICOLLET HIGH, located at 1925 Chicago Ave, Minneapolis, MN 55404.

I. GENERAL PROVISIONS

A. Purpose

The purpose of this Agreement is for LORING-NICOLLET HIGH to provide educational services on behalf of the District, at LORING-NICOLLET HIGH for District Students who are eligible to receive educational services in an alternative setting under the authority of Minn. Stat. § 124D.68. This agreement includes providing educational options for students who have been expelled or excluded from District schools. This agreement shall terminate if funding for this alternative program ceases or changes pursuant to Minnesota or federal law.

B. Compliance with Laws

LORING-NICOLLET HIGH shall comply with all applicable Minnesota and federal laws and regulations including but not limited to: the Minnesota Pupil Fair Dismissal Act, (PFDA) Minn. Stat. § 121A.40 - .56; the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. Ch. 33; Minnesota laws applicable to students with special needs, Minn. Stat. Ch. 125A; the Maltreatment of Minors Reporting Act, Minn. Stat. § 626.556; Section 504, 29 U.S.C. § 794; the Family Education Rights and Privacy Act, (FERPA), 20 U.S.C. § 1232g; and the Minnesota Government Data Practices Act, (MGDPA) Minn. Stat. Ch. 13.

C. District Students

LORING-NICOLLET HIGH shall accept for enrollment eligible students at LORING-NICOLLET HIGH. An eligible student is a District student who meets the definition of eligible student in Minn. Stat. § 124D.68, as amended.

D. Enrollment/Exit Procedures

1. LORING-NICOLLET HIGH shall follow the enrollment process as described in Exhibit 1.
2. LORING-NICOLLET HIGH may not impose any admission requirements in addition to or beyond eligibility requirements in MN Stat. 124D.68 subd. 2
3. LORING-NICOLLET HIGH shall provide the District with information on a weekly basis regarding openings for students including but not limited to information about the grade level and type of each opening if applicable.
4. LORING-NICOLLET HIGH will accept students referred to them by the District for students in need of placement even if doing so puts them over their capped enrollment yet does not compromise program performance, as determined by the Director of Contract Alternatives. LORING-NICOLLET HIGH will be paid for the ADMs generated.
5. LORING-NICOLLET HIGH may not exit students prior to meeting with a student and their parent/guardian for all students under the age of 18.

6. LORING-NICOLLET HIGH must follow MN Stat. 126.05 subd. 8 and withdraw any student who has been absent from school for fifteen (15) consecutive school days during the regular school year or for five (5) consecutive school days during summer school or intersession classes of flexible school year programs without receiving instruction in the home or hospital.
7. LORING-NICOLLET HIGH must follow all District procedures for implementing Homebound Instructional Services and will consult with the Contract Alternative Program Special Education District Program Facilitator (DPF), School Social Worker or School Nurse and/or Contract Alternative Director prior to initiating.
8. Determination as to whether or not student conduct warrants an administrative transfer or expulsion will be made by the MPS Expulsion and Transfer Office (ETO), in consultation with the Director of Contract Alternative Programs.
9. All student data will be maintained and updated by the District and available to LORING-NICOLLET HIGH upon request, and as allowed by law. This includes access to student information systems maintained by the district.

II. CONTRACT

A. Duration

The term of this Agreement shall commence on the date following execution by the District and will continue in effect until June 30, 2023 unless terminated by law or according to the provisions herein. As a Learning Year Program, this contract encompasses academic programming during the traditional school year, before and after-school credit recovery and summer school.

B. Renewal

Terms for renewal are based on successful performance and evaluation of the Academic Accountability Measures and will be granted for up to three (3) years based on information and data collected using a site visit protocol and performance metrics as described in Exhibit 9.

III. LORING-NICOLLET HIGH RESPONSIBILITIES

A. Student Learning and Academic Measurement Standards

1. LORING-NICOLLET HIGH must provide programming that will allow students to fulfill state and district mandated graduation requirements which include:
   a. A minimum of twenty-one-and-a-half (21.5) year-long credits in the required MPS academic areas for all graduates (a “year-long-credit" is the equivalent of the successful completion of an academic year of study or student mastery of applicable state standards.) as listed in Exhibit 2
   b. Meet yearly milestones as required by the My Life Plan, unless and until the curriculum is no longer used in the District. ("My Life Plan" is the career and college exploration and decision assisting curriculum framework used by the District.)
   c. Participate in all mandated state testing and local assessments that are part of either the State of Minnesota or District accountability model, in accordance with Minnesota and District standards.
2. LORING-NICOLLET HIGH shall develop a Continual Learning Plan (CLP) for each student within one month of enrollment. The plan must address any areas of needed growth, specific goals, objectives and a timeline to achieve them, as well as methods of evaluation. The CLP shall meet the requirements of Minnesota

Statutes, section 124D.128, Subdivision 3. The CLP must be reviewed quarterly and meet the criteria listed in Exhibit 3.

3. LORING-NICOLLET HIGH shall comply with the following provisions regarding testing and assessment:
   a. require District students to participate in mandatory state testing.
   b. require District students in grades 9 and 10 to participate in the NWEA MAP testing in the Fall and Spring.
   c. require District students in grades 11 to participate in ACT testing.
   d. provide opportunities for students in grades 11 and 12 to participate in ACCUPLACER testing.
   e. have a test coordinator from LORING-NICOLLET HIGH attend all required District meetings.
4. LORING-NICOLLET HIGH shall meet the requirements of Minn. Stat. § 124D.68, all applicable federal and Minnesota state education laws, federal regulations and the Rules of the Minnesota Department of Education.
5. LORING-NICOLLET HIGH shall provide a learning setting that complies with state of Minnesota education health and safety standards and that is conducive to learning.
6. LORING-NICOLLET HIGH shall provide a minimum of six-hour educational day exclusive of a lunch period or shall provide as appropriate 1020 educational hours per school year.
7. LORING-NICOLLET HIGH shall meet the Accountability Plan measures as outlined in Exhibit 9.
8. LORING-NICOLLET HIGH shall have a written grievance policy for students and ensure that students are aware of this policy and will have clear guidelines for graduation and shall share this information with guardians and students.
9. LORING-NICOLLET HIGH shall set up a communication system with parents designed to ensure that parents are aware of its policies and procedures.
10. LORING-NICOLLET HIGH shall utilize MPS accountability systems for maintaining accuracy in reporting for both Title I documentation and School Improvement Planning goals and measures
11. LORING-NICOLLET HIGH will follow all Mandated Procedures as outlined in Exhibit 10

B. Special Education and Section 504 Services and Standards
   1. For any prospective student with an IEP (individual education plan), LORING-NICOLLET HIGH must review the IEP with the Contract Alternative Program Special Education District Program Facilitator prior to enrolling the student to determine the appropriateness of the placement.
   2. For any student with an IEP, LORING-NICOLLET HIGH shall provide appropriate space for District to provide special education and related services required by the IEP. This includes adequate classroom space for instruction, confidential meeting space with access to a phone to conduct IEP meetings, access to a secure printer and a filing cabinet with a lock for confidential documents.
   3. LORING-NICOLLET HIGH shall require classroom teachers to implement the provisions of the IEPs and ISPs (individual accommodations and adaptations, as well as all requirements of student Behavior Intervention Plans), that require classroom modifications, as required by law.

4. Students receiving special education services may not be exited or transferred from a Contract Alternative program without a full IEP team meeting, including District administrative representation.
5. LORING-NICOLLET HIGH shall follow all special education and 504 standards as listed in Exhibit 4.

C. Employment Standards for Staff

1. LORING-NICOLLET HIGH shall employ as instructional staff only such persons as are properly licensed by the State of Minnesota appropriate to the level of instructional services provided. LORING-NICOLLET HIGH shall have a copy of each teacher's license on file. LORING-NICOLLET HIGH may employ such other staff as may be needed. LORING-NICOLLET HIGH will follow MDE guidelines for highly qualified staff, and any other applicable laws and regulations.
2. LORING-NICOLLET HIGH will submit to Minneapolis Public Schools staffing information for any innovative program waivers and out of field permission requested for staff at LORING-NICOLLET HIGH.
3. LORING-NICOLLET HIGH shall implement background checks on all new employees in accordance with Minnesota law and will report the results of background checks to the CAP office within two weeks of the time the employee begins to work for LORING-NICOLLET HIGH. Employees required to undergo background checks include, but are not limited to:
   a. Teachers and teaching assistants;
   b. Administrators and business office personnel;
   c. Custodians and clerical staff;
   d. Transportation providers under contract with LORING-NICOLLET HIGH or a member school;
   e. Childcare providers at LORING-NICOLLET HIGH.
4. When offering employment to a licensed teacher, LORING-NICOLLET HIGH shall contact the Board of Teaching to determine whether there has been any disciplinary action against a teacher based on a board determination that sexual misconduct or attempted sexual misconduct occurred between the teacher and a student.
5. LORING-NICOLLET HIGH shall require LORING-NICOLLET HIGH staff to participate in staff development sessions regarding mandated reporting, ethics and other Districted and/or State mandated training as well as appropriate implementation of special education services and 504 Plan services.
6. LORING-NICOLLET HIGH staff shall be able to attend any District-sponsored staff development at the same cost and basis as a District employee and be provided with appropriate documentation of such staff development.

D. Record and Reporting Requirements

1. Report on Student Attendance
   a. LORING-NICOLLET HIGH shall report accurate student attendance for each day programs are in session using a format and reporting schedule prescribed by the District.
2. Annual Student Achievement, Improvement, Organization Reports
   a. LORING-NICOLLET HIGH shall provide the District with an Annual Report for each school year on or before November 15th of each year for the previous school year. The Annual Report shall contain at least the items listed in

Exhibit 5. Liability and Property Insurance Certificates shall be sent to the District with the Annual Report.

3. Financial Reporting
    a. LORING-NICOLLET HIGH will receive a yearly Memorandum of Agreement (MOA) from the District that outlines Revenues and Expenditures for the upcoming year. This MOA will include projected ADMs, Compensatory and Title I funds.
    b. LORING-NICOLLET HIGH will submit a budget for the coming school year by August 15th that will address all expenditures taken from dollars passed through by the District each year this contract is in effect.
    c. If the District has been informed by the State, LORING-NICOLLET HIGH auditor, LORING-NICOLLET HIGH creditor, through its own investigation, or by another manner that LORING-NICOLLET HIGH or one of its affiliates is more than 60 days in arrears for its payments to creditors, District may request and LORING-NICOLLET HIGH shall submit to the District a listing of all creditors for whom there is an outstanding liability.
    d. No administrative oversight fees may be taken from compensatory dollars or Title dollars.
    e. Title I funds will be reimbursed following the process set forth in Exhibit 8.
    f. LORING-NICOLLET HIGH shall provide the District with access to all payroll records regardless of whether LORING-NICOLLET HIGH uses an external payroll service, within a reasonable time period.
4. Records Management and Retention
    a. LORING-NICOLLET HIGH shall retain any and all books, documents, papers, financial records and other records related to the services LORING-NICOLLET HIGH provides to the District for a period of six years after the year in which LORING-NICOLLET HIGH provides the service. LORING-NICOLLET HIGH agrees that the District or its duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary with reasonable notice, shall have access to and the right to the records that are pertinent to and involve transactions relating to this Agreement. This requirement applies to all records including records of grants or other revenue received from the City of Minneapolis, Hennepin County, the State of Minnesota, the federal government and other public or private sources for the services rendered under the Agreement.
    b. Upon termination of the contractual relationship between LORING-NICOLLET HIGH and the District, LORING-NICOLLET HIGH agrees to immediately turn over to the District any and all documents, papers, finance records and other student records related to services provided.

E. <u>Other Legal Requirements</u>
1. Nondiscrimination
    a. LORING-NICOLLET HIGH shall abide by state and federal laws prohibiting discrimination in education and employment. LORING-NICOLLET HIGH shall provide to the District all information and reports about LORING-NICOLLET HIGH nondiscrimination policies when required by the District to do so.
2. Facilities Occupancy Certificate

a. LORING-NICOLLET HIGH shall maintain a current "Facilities Occupancy Certificate" issued by the City of Minneapolis.

3. LORING-NICOLLET HIGH shall notify the District of any proposed or actual significant changes in LORING-NICOLLET HIGH policies or staff.

IV. DISTRICT RESPONSIBILITIES

A. Financial Auditing

1. A District audit will be conducted annually to review finances related to public school funds being used to support the program

B. Provisions of Special Education Instruction and Related Services

1. The District, using District employees, shall provide direct and indirect special education and related services to those students determined to be eligible for such services consistent with their IEP's.

C. Monitoring and Support Services

1. The District shall monitor LORING-NICOLLET HIGH performance of its obligations under this Agreement.

D. Payment

1. The District shall pay LORING-NICOLLET HIGH as outlined in Section V herein. This amount shall be net of any fees.
2. Payments will be divided over ten months, September through June of each contract year.

E. Transportation

1. The District will provide transportation or transportation dollars to students who live in the Minneapolis District and who qualify for such services.

F. Staff Development

1. The District will hold a beginning-of-the-year required kick-off session and end-of-year wrap up session for all CAP schools.
2. The District will provide two full-day staff development opportunities for all LORING-NICOLLET HIGH staff.
3. The District will provide an annual information session for LORING-NICOLLET HIGH staff around Title 1 reporting, SIP completion, 504 Plans, PSWE and Family Engagement.

V. FINANCIAL SUPPORT FOR CONTRACT LORING-NICOLLET HIGH

A. District shall pay LORING-NICOLLET HIGH pursuant to Minnesota Statutes § 124D.69. District shall make payment only upon average daily membership documentation submitted by LORING-NICOLLET HIGH in such form as deemed satisfactory by District. District may begin the reconciliation process with an adjustment to the monthly payments starting in April of each contract year, if necessary to reconcile the total amount paid to LORING-NICOLLET HIGH with the total amount due based on actual enrollment. District shall provide funding only if LORING-NICOLLET HIGH has complied with the terms of this Agreement and any reasonable requests of District. Final ADM counts provided by the State will be used to determine final payments. The payment will be net of any charges for services provided by the District.

VI. CONTRACTING WITH OTHER ENTITIES

A. LORING-NICOLLET HIGH shall neither enter into subcontracts for performance of any of the purchased services contemplated under this Agreement nor assign this Agreement, without prior written approval of the District and subject to such

conditions and provisions as the District may deem necessary. LORING-NICOLLET HIGH shall be responsible for the performance and liability of all subcontractors.

B. In the event LORING-NICOLLET HIGH enters into a contract with another school district to provide educational services for students for whom the other school district is responsible, LORING-NICOLLET HIGH shall indemnify District for any loss of any kind that District may incur because of LORING-NICOLLET HIGH contract with another school district.

VII. INSURANCE REQUIREMENTS AND FINANCIAL ASSURANCE

A. LORING-NICOLLET HIGH shall at its own expense, maintain comprehensive general liability insurance covering claims that arise out of its acts and operations under this Agreement for which it may be legally liable. At a minimum, LORING-NICOLLET HIGH must provide insurance coverage in accordance with Exhibit 6.

B. LORING-NICOLLET HIGH or its members shall also maintain property insurance covering the facility in which the educational program is located.

C. LORING-NICOLLET HIGH and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending LORING-NICOLLET HIGH.

D. LORING-NICOLLET HIGH will provide electronic access to the annual audit, along with any auditor's notes at the same time the report is sent to the Board of the overseeing agency.

VIII. INDEMNIFICATION

A. Except as expressly provided in this Agreement or in connection with insurance coverage required to be provided in this Agreement by one party for the benefit of the other, each party shall be responsible for its own legal representation and legal costs.

B. Except where there is an actual or potential conflict of interest, the parties shall fully cooperate with legal counsel for one another in connection with any legal claim asserted against either of them for services provided under this Agreement.

C. Nothing in this Agreement is intended to nor shall the terms of this Agreement expand the liability of the District and LORING-NICOLLET HIGH under Minnesota law.

D. LORING-NICOLLET HIGH shall indemnify, save and hold the District, its employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits, costs, judgments, or other forms of liability to third parties, actual or claimed, including attorney's fees, for injury to property or persons, occurring or allegedly occurring in, on or about LORING-NICOLLET HIGH property, based on conduct committed by LORING-NICOLLET HIGH or by its employees, officers, directors, subcontractors, or agents. Upon timely written notice from the District, LORING-NICOLLET HIGH shall defend the District in any action or proceeding against the District that is within the purview of this paragraph.

E. Notwithstanding any other provision of this Agreement, LORING-NICOLLET HIGH shall not settle or compromise any claim against it relating to its obligations under this Agreement without a signed agreement of approval from the District.

F. The foregoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability to third parties provided or available to either of the parties under applicable state governmental immunities laws.

G. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of LORING-NICOLLET HIGH personnel or other

persons while engaged on behalf of LORING-NICOLLET HIGH, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment with LORING-NICOLLET HIGH including without limitation, claims of discrimination against LORING-NICOLLET HIGH, its members, officers, agents, contractors or employees shall in no way be the responsibility of the District and LORING-NICOLLET HIGH shall defend indemnify and hold the District, its officers, agents and employees harmless f1-om any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission, or court, and from the expenses of defending such claims, including attorney's fees. LORING-NICOLLET HIGH personnel and other persons engaged on behalf of LORING-NICOLLET HIGH shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the District, including, without limitations, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, unemployment compensation, disability, severance pay, and P.E.R.A.

IX. RELATIONSHIP OF THE PARTIES

A. It is agreed that nothing contained in this Agreement is intended, or should be construed in any manner, as creating or establishing the relationship of partners between the District and LORING-NICOLLET HIGH or as constituting LORING-NICOLLET HIGH as the agent, representative or employee of the District for any purpose or in any manner whatsoever. LORING-NICOLLET HIGH is to be and shall remain an independent contractor with respect to all services performed under this Agreement. LORING-NICOLLET HIGH represents that it has, or will secure at its own expense, all personnel required to perform its obligations under this Agreement. All staff employed by LORING-NICOLLET HIGH either directly or indirectly shall be employees of LORING-NICOLLET HIGH or its affiliates and not the District. LORING-NICOLLET HIGH or its affiliates shall determine salary, benefit eligibility, retirement plans, and performance standards, continuing professional development needs and all other incidents and benefits of employment.

X. AMENDMENT

A. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment to this Agreement and duly signed by the parties hereto.

XI. DEFAULT, NOTICE AND CURE

A. Inability to Perform

1. LORING-NICOLLET HIGH shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the educational services to be provided to the District under this Agreement. LORING-NICOLLET HIGH shall immediately notify the District in writing whenever it is unable to, or reasonably believes it is going to be unable to, provide the agreed upon quality and quantity of educational services. Upon such notification, the District shall determine whether such inability requires a modification or immediate cancellation of this Agreement without opportunity for cure.

B. Default by LORING-NICOLLET HIGH

1. Unless excused by District default or District waiver of default, any of the following occurrences shall constitute default on the part of LORING-NICOLLET HIGH:
   a. Failure to comply with any relevant legal requirements.

b. Failure to perform any duties or requirements outlined in this Agreement.
c. Failure to respond to requests by the District for information about LORING-NICOLLET HIGH financial status.
d. Failure to create, implement and advance a plan for payment of creditors.
e. Failure to acquire and hold a lease for the building space used for instruction.
f. Failure to pay the Internal Revenue Service and Minnesota Department of Revenue any monies due.
g. Failure to maintain adequate records, both student records and financial records regarding the program.

C. Default by District
1. Unless excused by LORING-NICOLLET HIGH default, or LORING-NICOLLET HIGH waiver of default, failure to perform any other material provision of this Agreement shall constitute default on the part of the District.

D. Written Notice of Default
1. Unless otherwise provided in this Agreement, no event shall constitute a default giving rise to the right to terminate unless and until written Notice of Default is given to the defaulting party, specifying the particular event, series of events or failure constituting the default and specifying the cure period, if any.

E. Cure Period
1. If the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) business days or such other time as may be specified under the terms of this Agreement or in the Notice of Default, then this Agreement may be terminated by written notice as provided in paragraph XII below.

XII. TERMINATION OF AGREEMENT

A. With or Without Cause
1. This Agreement may be terminated by either party, with or without cause, effective on July 1 of any given contract year, provided that the party wishing to terminate the Agreement delivers a Notice of Termination to the authorized representative of the other party on or before April 1 immediately preceding the July 1 termination date. If both parties agree, this Agreement may be terminated at any other time during the term of this Agreement. LORING-NICOLLET HIGH will return all District resources and property upon termination of the agreement.

B. Changes in Legislation
1. If legislation changes the funding formula; either side may terminate the agreement with thirty days notice.

C. Changes in Policy or Staff
1. The District reserves the right to terminate this Agreement without opportunity to cure if the District determines that a proposed or actual significant change in LORING-NICOLLET HIGH policies or staff is contrary to the purpose of this Agreement or contrary to relevant District policies.

D. Termination After Failure to Cure Default
1. If, after the time specified for cure of default in the Notice of Default issued in accordance with paragraph XI.D above, the party in default has failed to cure the default in a manner satisfactory to the party issuing the Notice of Default; the party not in default may issue a Notice of Termination. The Notice of

Termination must be delivered to the Authorized Representative of the party in default. The Notice of Termination shall specify the bases for the termination.

E. Default by LORING-NICOLLET HIGH
   1. After receipt of Notice of Termination from District because of default by LORING-NICOLLET HIGH, and except as otherwise directed by District, LORING-NICOLLET HIGH shall:
      a. Discontinue provision of services subcontracted pursuant to paragraph VI of this Agreement on that date or to the extent specified in the Notice of Termination.
      b. Cancel all orders and subcontracts to the extent that they relate to the performance of services subcontracted pursuant to paragraph VI of this Agreement and are canceled by the Notice of Termination.
      c. Settle all outstanding liabilities and all claims arising out of such cancellation of orders and subcontracts, with the approval or ratification to the extent that may be required, which approval or ratification shall be final for all the purposes of this clause.
      d. Complete performance of such services subcontracted pursuant to paragraph VI of this Agreement that shall not have been canceled by the Notice of Termination.
      e. Maintain all records relating to performance of the canceled portion of this Agreement for a minimum of six years. LORING-NICOLLET HIGH shall maintain records for a longer period if reasonably required to do so by the District.
      f. Forward all student records to the District within 30 days and return all property belonging to the District.

F. Default by District
   1. After receipt of Notice of Termination from LORING-NICOLLET HIGH because of default by District, and except as otherwise directed by LORING-NICOLLET HIGH, District shall:
      a. Cancel all orders and subcontracts to the extent that they relate to the performance of services subcontracted pursuant to paragraph VI of this Agreement and are canceled by the Notice of Termination.
      b. Settle all outstanding liabilities and all claims arising out of such cancellation of orders and
         subcontracts, with the approval or ratification to the extent that may be required, which approval or ratification shall be final for all the purposes of this clause.
      c. Complete performance of such services subcontracted pursuant to paragraph VI of this Agreement
         that shall not have been canceled by Notice of Termination.
      d. Maintain all records relating to performance of the canceled portion of this Agreement for a minimum of six years. District shall maintain records for a longer period if reasonably required to do so by the LORING-NICOLLET HIGH.

XIII. REMEDIES

A. Notwithstanding any cure period, District is entitled to recover from LORING-NICOLLET HIGH any damages sustained by District by virtue of any breach of this Agreement by LORING-NICOLLET HIGH, and District may withhold payments to

LORING-NICOLLET HIGH for the purpose of set-off provided that such amounts withheld are reasonably related to actual damages.

B. It is agreed that any right or remedy provided for in this Agreement shall not be considered as the exclusive right or remedy of either party for any default in any respect by the other party, but such right or remedy shall be considered to be in addition to any other right or remedy hereunder or allowed by law or equity.

C. Either party's failure to insist upon strict performance of any covenant, agreement, or stipulation of the Agreement or to exercise any right contained in the Agreement, shall not be a waiver or relinquishment of such covenant, agreement, stipulation, or right, unless the waiving party consents thereto in writing. Any such written consent shall not constitute a waiver or relinquishment of the future exercise of such covenant, agreement, stipulation or right.

XVI. NO THIRD-PARTY BENEFICIARY RIGHTS

A. No third party, whether a constituent of the District or otherwise, may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of, the District or LORING-NICOLLET HIGH in this Agreement. This Agreement is not intended to create any rights of a third-party beneficiary.

XVII. CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

A. This Contract shall be construed under Minnesota law (without regard for choice of law considerations) and the policies and procedures of the District, as amended from time to time. Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, LORING-NICOLLET HIGH specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

XVIII. INDEMNIFICATION

A. Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students,
employees and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of LORING-NICOLLET HIGH's negligent acts or omissions or in connection with LORING-NICOLLET HIGH breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District.

Exhibits 1 through 12 are attached and incorporated herein by reference.

Exhibit 1 - Enrollment Process
Exhibit 2 - Graduation Requirements
Exhibit 3 - Continual Learning Plan (CLP) requirements
Exhibit 4 – Special Education and 504 Plan Expectations
Exhibit 5 - Annual Report and School Improvement Plan Minimum Requirements
Exhibit 6 - Insurance Requirements
Exhibit 7 - District Billing for Additional Services

Exhibit 8 - Title One
Exhibit 9 - Academic Accountability Plan
Exhibit 10- Mandated Procedures

IN WITNESS, WHEREOF, the parties have executed this Agreement on the date and year written below.

BOARD OF EDUCATION SPECIAL SCHOOL DISTRICT NO. 1	LORING-NICOLLET HIGH
By: _____ Date	By: _____ Date
Title: _____	Title: _____

Exhibit 1 - Enrollment Process

Student Placement Services
1250 West Broadway
668-1840

Students must go to the Student Placement Center before they enroll or start classes if:
They are new to the district
They have been out of MPS for more than one calendar year

Student Placement Service will:
Request and review student records
Fill out purple form and form 13 and fax a copy to the Contract Alternative Program office at Davis Center
Tell students about options within the district including Contract Alternative Programs
Review student's special education needs and refer Federal Setting II and higher to district staff for placement (Contract Alternatives do not serve setting 3 or higher)
Review any health concerns
Contact Contract Alternative Program for placement
Immediately place any students identified as Homeless and Highly Mobile and work to obtain records following the placement

If student placement is unable to retrieve a student's records within three days, they will place the student with the information they have. The sites will then need to request the records again.

New Families Center
3345 Chicago Avenue South
668-3700

Students must go to the New Families Center before they enroll or start classes if:
They are new to the country
They have a home language other than English and they have been in a MPS school
The have a home language other than English and they have been out of MPS for more than one calendar year

New Families Center will:
Request and review student records
Administer the WIDA Screener to determine ELL eligibility
Contact Alternative Program for placement
Immediately place any students identified as Homeless and Highly Mobile and work to obtain records following the placement

If a student does not need to go to Student Placement Services or New Families Center you can enroll them directly at your site.

Students Receiving Special Education Services
Fax/Email student names and ID numbers to the Contract Alternative Office

The Contract Alternatives Special Education Department will review any potential student's special education documents and needs to ensure that the school is able to provide the appropriate level of special education support prior to enrolling the student.
If the student's special education needs cannot be met through the contract alternative program, the CAP Office will send the student's name to MPS student placement so that the student can be placed into another MPS school.

Students should not start classes until the special education review is complete.

Students with Medical/Health Concerns

Fax/Email student names and ID numbers to the Contract Alternative Office
Contract Alternative Nurse will review medical needs

All Students

Contract Alternative Programs will turn in weekly site count to Student Placement Services. This will assist in placing students wanting to enroll in a Contract Alternative Program.
If your program is at full capacity, please refer students to another school or back to Placement Services.

Exhibit 2 – Graduation Credit Requirements

Graduation Credit Requirements for Students Under 2015 – 2018 Graduation Requirements

- 4 year-long credits in language arts
- 4 year-long credits in social studies, including (at minimum):
    - 3.5 year-long credits in:
        - U.S. history
        - geography
        - world history
        - government and citizenship
    - .5 credits in economics
- 3 year-long credits in mathematics, including (at minimum)
    - geometry
    - Either algebra II or statistics and probability
- 3 year-long credits in science, including (at minimum)
    - A semester each of biology 1 and biology 2
    - chemistry
    - A semester each of physics 1 and physics 2
- 1 year-long credit in the arts
- 1 year-long credit in physical education
- 1 year-long credit in health
- 4.5 year-long elective credits

Graduation Credit Requirements for Students under 2019 Graduation Requirements and Beyond

- 4 year-long credits in language arts
- 3.5 year-long credits in social studies, including:
    - 1.0 U.S. history
    - 0.5 geography
    - 1.0 world history
    - 0.5 Government and citizenship
    - 0.5 Economics
- 3 year-long credits in mathematics, including (at minimum)
    - 1 year-long credit in intermediate algebra
    - 1 year-long credit in geometry
    - 1 year-long credit in algebra II or statistics and probability
- 3 year-long credits of science, including (at minimum)
    - 1 year-long physical science
    - 1 year-long biology
    - 1 year-long chemistry or physics
- 1 year-long credit in the arts
- .5 year-long credits in physical education
- .5 year-long credits in health
- 6 year-long elective credits

Exhibit 3 – Continual Learning Plan Requirements

Programs need to develop Continual Learning Plans (CLP's) that are:

- Learner Centered
- Individually Designed by the program
- Able to meet the specific program focus and student needs

CLPs are required annually for every student in a Contract Alternative Program. The student learning objectives must contain:

- Courses and credits the student plans to take
- Graduation requirements the student must complete (HS only)
- Assessment measurements used to evaluate a pupil's progress

CLPs must be signed and dated:

- The CLP will not be effective or valid unless a student has signed it
- Staff must sign the CLP
- Parent signatures must be included for students under the age of 18. Make your best effort to obtain and document your attempts to obtain a signature
- Forms must be updated at the beginning of every grading period
- Forms for summer school must be amended
- CLPS must be kept on file at each site for three years (not including the current year)

Exhibit 4 - Special Education and 504 Plan Expectations

1. All students with an IEP must be allowed to enter when they come into the building, this includes if they leave the building during the regular school day. Procedures may be established to process with their special education case manager and program administration prior to entering class.
2. All students receiving special education services have IEPs; therefore, they cannot be a part of a separate RTI process within the school and conflicts with their IEP. If there are academic or behavior concerns, they should be addressed with the special education resource teachers.
3. MPS licensed special education staff will be consulted with prior to a special education student's suspension as well as included on the special education student's intake. If suspension was related to a fight, the special education staff, in consultation with school site administration will determine if mediation is appropriate. Language should be included in a student accommodation page outlining if mediation is appropriate or if processing with their special education resource teacher upon return is more appropriate due to their disability.
4. Schools with Independent Study Programs (ISP) will have written requirements regarding student attendance and enrollment policies regarding students receiving special education services. All students receiving special education services referred to ISP must be reviewed by their special education case manager/teacher and deemed appropriate by the special education team.
5. In School Suspension (ISS) for students receiving special education services will be discussed and determined as an appropriate consequence with the student's case managers. If a special education student will have ISS, they will attend their scheduled special education courses/receive their daily minutes of service, per their IEP.
6. All schools will identify who their Building 504 Coordinator is and inform the District 504 Coordinator to receive required 504 Overview and EdPlan 504 trainings. Once the 504 Coordinator receives the training they will subsequently be given access to Edplan and can access all 504 Plan documents and forms for students on their caseload.
7. All schools will ensure that the 504 plans are being serviced by the regular education teachers and relevant staff and meetings are completed annually.
8. 504 Plans will be reviewed and updated annually. Eligibility will be reevaluated every three years or when the student's medical or mental health needs change and a new Eligibility Report will be finalized.

Exhibit 5 - Annual Report and School Improvement Plan Minimum Requirements

Minneapolis Contract Alternative Program

Each Minneapolis Contract Alternative Program is required to file a complete Annual Report **at the time of contract renewal** and a **yearly** School Improvement Plan (SIP) based on a summary of the results achieved by the students at the Contract Alternative Program. The SIP is written each fall with updates in February and May. The Annual Report is required to be filed no later than October 1st of the first year of renewal.

Contract Alternative Program Annual Report should include all of the following information:

1. Program Mission and Vision statement.
2. A brief summary of site goals and School Improvement Plan
3. A copy of your Positive School-Wide Engagement Plan.
4. A copy of the Continuous Learning Plan (CLP)
5. An up to date calendar, including extended learning and summer school times and dates
6. Program governance including the responsibilities of the board, board members, board selection process, program director/principal and other program management along with contact information.
7. Teaching and support staff information including staff names, file folder number, teaching assignments, approved waivers and positions.
8. A copy of your teacher evaluation form and explanation of procedures
9. Program shall report results of background checks on all new employees hired within two weeks of the start date.
10. List any third-party contractors working directly with students.
11. A year up-to-date updated budget for the Program including salary allocations, benefits, and other income and benefits provided such as housing, car allowance, and any other benefits not specified herein, for all staff paid either wholly or partly with MPS funds: general education, compensatory education, Title I and ELL.
12. A breakdown of other expenditures that are paid for out of District funds including, but not limited to curriculum, rent, utilities etc.
13. A link to the most recent annual audit conducted by the organization, including the auditor notes and management letter
14. A link to the most recent Form 990.
15. Proof of property and liability insurance. (Please submit an updated copy upon renewal).
16. A copy of the policy and processing procedures of volunteers working with students.
17. Overhead percentage charged by the agency. Overhead must be within a reasonable range and is subject to review by MPS.

All information should be electronically submitted and all items must be included.

*Any of the above procedures may be amended at any time with notice to the school.

Exhibit 6 - SPECIAL SCHOOL DISTRICT NO. 1 MINNEAPOLIS PUBLIC SCHOOLS

INSURANCE REQUIREMENTS 2020-2023

In order to protect CONTRACTOR and Special School District #1 ("District"), CONTRACTOR agrees at all times during the term of this contract, and beyond such term when required under the terms of the Contract, to have and keep in force insurance coverage as indicated below:

Limits

1. For all Contracts beginning July 1, 2012, coverage in the types and amounts as set out below:

(a)	Commercial General Liability on an occurrence Basis with contractual liability coverage, including Officers and Directors Errors and Omissions with General Aggregate	$1,500,000
	Products- Completed Operations Aggregate	$1,500,000
	Personal and Advertising Injury	$1,500,000
	Each Occurrence- Combined Bodily Injury and Property Damage	$1,500,000
(b)	Automobile Liability- Combined single limit Each occurrence coverage or the equivalent Covering owned, non-owned, and hired automobiles	$1,500,000
(c)	Worker's Compensation and Employer's Liability:	
	I. Worker's Compensation Statutory requirements. If the contractor is based outside the State of Minnesota, Coverage must apply to Minnesota Laws.	
	ii. Employer's Liability. Bodily injury by: a. Each accident b. Disease- Policy limit c. Disease - Each employee	 $500,000 $500,000 $500,000
(d)	Professional Liability- Professional Liability (errors and omissions) insurance with respect to its professional Activities	$1,500,000

2. An umbrella or excess liability policy over primary liability insurance coverage is an acceptable method to provide the required insurance limits.

3. The above establishes minimum insurance requirements. It is the sole responsibility of CONTRACTOR to determine the need for and to procure additional insurance that may be needed in connection with this Contract. Copies of insurance policies shall be submitted to the District upon written request.

4. CONTRACTOR shall not commence work until it has obtained required insurance and filed with the District a properly executed Certificate of Insurance that clearly evidences

the required insurance coverage. The certificate shall name Special School District No. 1 as the certificate holder and as an additional insured for the Commercial General Liability coverage (excluding professional liability or errors and omissions) with respect to operations covered under the Contract. The certificate should also show that the District will receive 30 days' prior written notice in the event of cancellation, non-renewal or material change in any described policies.

5. CONTRACTOR shall furnish to the District updated certificates during the term of the Contract as insurance policies expire. If a CONTRACTOR fails to furnish proof of insurance coverage, the District may withhold payments and/ pursue any other right or remedy allowed under the Contract, law, equity, and/or statute.

6. If CONTRACTOR is unable to obtain a required insurance coverage, or coverage is not renewed or is cancelled during the term of this contract, CONTRACTOR shall make immediate good faith efforts to obtain or replace the coverage in the open market. If such efforts are unsuccessful, CONTRACTOR shall immediately notify the District.

Exhibit 7 - District Billing for Additional Services

Special education and assessment will be provided for students who are in need and qualify for such services by licensed special education staff, or staff with approved Minnesota Department of Education variances. The District will provide school psychologist, related services and due process support necessary to complete such assessments and maintain due process records. The Program will pay the District for the non-reimbursable cost of the Special Education Teacher assigned.

There is a maximum to the amount of special education support provided to your site at this level. If there are more students than this amount of teacher time can support, or if the District requests that a program enroll students with significant needs beyond the scope of which the special education teacher can handle, the district may provide additional support at no additional cost, to be arranged as needed.

The District will provide additional support to the alternative school programs, which will include social work, counseling and clerical at no cost.

Total cost for contracted services will be deducted in ten equal monthly installments from the District payment to the Program beginning with the first such payment in September, 2020.

Exhibit 8 - MPS Title I Contract Alternative Process

1. School receives Title I allocation information in Spring
2. School creates a yearly SIP with input from stakeholders.
3. Following each school month, school will submit an itemized invoice to MPS for Title I services provided or goods purchased by the 15th of the following month (ex. September invoice due by October 15th). The invoice must include:
    a) School name
    b) Month of service
    c) Categories of expense (staffing, supplies, food for a parent event, etc.)
    d) Dollar amount for each category
    e) How each expense is aligned to the SIP (location in SIP)
    f) Title I area of each expense (Basic or Family Involvement)
    g) Total dollar amount
4. MPS will process invoices and reimburse the school for expenses incurred the previous month.

Note: Schools will not be paid before services are provided or supplies have been ordered.

Exhibit No 9 - Minneapolis Public Schools Contract Alternative School Accountability Plan

The Minneapolis Public Schools Accountability Plan serves three primary functions at renewal:

1. It provides a protocol for the MPS Contract Alternative Program department to gather and evaluate evidence to determine whether a school has made an adequate case for renewal. In turn, this evidence assists CAP in deciding if it can make the required legal and other findings in order to reach a positive recommendation for renewal.
2. It also provides the school with a guide to understanding CAP's evaluative criteria. The metrics and annual performance targets encompass the critical indicators of our Contract Alternative Programs (CAP) success and their need for an ongoing feedback loop. The annual performance targets and a site visit protocol will measure both best practice and overall school and student performance.
3. These processes will be employed on an annual basis for the next 3 years, to be completed by June of each year. In addition to these processes are annual site visits by MPS CAP administration for staff interviews, classroom observations, curriculum reviewing, and joint discussion with MPS and sites leadership regarding both academic and site data. Additionally, quarterly evaluations in collaboration between site leadership and MPS district staff regarding credit attainment and attendance rates are tabulated, shared and examined for the purpose of optimizing both school and student performance. New supplemental academic support programs that might be developed over the course of the contract term may be included in future evaluations.

Furthermore, CAP will not generally use every benchmark during every kind of renewal review, and how the benchmarks are used differs depending on a school's circumstances. No school should fear that a failure to meet every element of every benchmark means that it is not in a position to make a case for renewal. CAP understands that the performance framework sets a very high standard collectively; as such, perfection on every benchmark is not required to be renewed. Programs will be allowed to add a narrative to all areas being assessed to provide additional information to be used for evaluation.

*The Accountability Plan may be amended at any time with notice and agreement of the school.

Accountability Measures

Part A. Academic Progress

Goal 1A- 100 percent of students will be accurately classified by credit upon enrollment into a Contract Alternative Program (establishes credit/graduation eligibility)

Goal 2A- At least 70% of students enrolled in grades 9 and 10 in each contract alternative high school will meet or exceed their expected growth goal as measured by the NWEA MAP Reading assessment. This measure will only look at those students that were enrolled in the same contract alternative only during either the Fall to Winter or Winter to Spring NWEA MAP testing windows.

Goal 3A- At least 70% of students enrolled in grades 9 and 10 in each contract alternative high school will meet or exceed their expected growth goal as measured by the NWEA MAP Mathematics assessment. This measure will only look at those students that were

enrolled in the same contract alternative only during either the Fall to Winter or Winter to Spring NWEA MAP testing windows.

Goal 4A- 100% of continuously enrolled 11th and 12th graders will be provided the opportunity to be assessed using the ACCUPLACER in Fall and Spring

Goal 5A- At least 80% of credits attempted will be earned by students enrolled in each contract alternative high school for any period of time.

Goal 6A- At least 80% of students enrolled in a single contract alternative high school for the majority of the school year (>= 171days) will earn 5.375 or more academic credits (on-track).

Goal 7A- At least 80% of graduation-eligible seniors will graduate on time. For the purpose of this measure, we will look at only those students that have a reasonable ability to graduate as determined by their enrollment classification. In calculating the "reasonable ability" measure, it will be assumed that each contract alternative high school will offer a minimum of 5.375 credits during the school year and a summer school program offering at least 2.5 credits.

Goal 11A- At least 80 percent of continuously enrolled students in grades 9, 10, 11 0r 12 will remain on-track for graduation.

**Address seniors who need less credit but need to be there longer due to meeting other graduation requirements

Part B. College and Career Readiness

Goal 1B- 100% of graduates will have successfully completed all components of the My Life Plan database.

- ACT Completion
- Resume Writing
- Attend at least one college fair
- Attend at least one career fair
- Complete one mock interview training session
- Attend one FAFSA information session and complete process
- Complete at least two applications to accredited post-secondary institutions

Part C. Student and Family Engagement

Goal 1C- The average daily attendance rate of students enrolled in a single contract alternative high school for the majority of the school year (>= 171 days) will exceed 90%.

Goal 2C- At least 80% of students enrolled in a contract alternative program will either sustain or improve their average daily attendance rate as compared to each student's previous placement.

Goal 4C- Fewer than 10% of the student body will be suspended at any point in the academic year.

Goal 5C- At least 75% of students that do not graduate or return to a comprehensive high school will be retained.

Goal 6C- Fewer than 16.5% of students attending the school will drop out.

Goal 7C- Utilizing the HOPE, DAP, or other pre-approved survey:

- At least 75% of students will report positive or favorable opinions regarding their own personal social and emotional satisfaction with the school.
- At least 75% of students will report positive or favorable opinions regarding school climate and/or operations.

At least 75% of families surveyed utilizing MPS-issued surveys will agree or strongly agree with measures of school satisfaction

Exhibit 10 - Mandated Procedures

1. MPS procedures must be followed when suspending all students. For students receiving special education services - check with your assigned special education teacher.
2. Programs must follow the Pupil Fair Dismissal Act and MPS Discipline policy for suspending and removing students from the program.
3. A suspension form must be completed and entered into Discovery and a suspension letter sent to parent/guardian within 24 hours for any removals one day or longer.
4. A referral form must be completed for any student who is not successful in the program. The student will remain at the program until another placement is secured with support of the Contract Alternative Office.
5. A staff member from the school must attend all mandatory MPS meetings and training.
6. Attendance must be taken and properly recorded every day.
7. MPS Student Placement procedures must be followed when accepting new students.
8. Homebound Instructional Services may not be initiated prior to consulting with the Contract Alternative Special Education DPF or Director of Contract Alternative Programs.
9. All registration paperwork must be accurately completed and submitted before a student may start the program. Unaccompanied youth and Homeless and Highly Mobile student's paperwork can be completed and submitted by a MPS DLD.
10. Any police or ambulance involved incidents must be written up and submitted to the Contract Alternative Office within 24 hours. School must immediately call the Director of Contact Alternative and MPS safety and Security to report the incident.
11. Administrative Transfer forms must be submitted to the MPS transfer and expulsion office within 24 hours.
12. A background check must be on file for everyone, including volunteers, who have contact with students.
13. A summary of Title 1 expenditures must be submitted in accordance with the MPS Title I contract manager.

*Any of the above procedures, may be amended at any time with notice to the school.

Exhibit A

MEMORANDUM OF AGREEMENT BETWEEN
THE MINNEAPOLIS PUBLIC SCHOOLS AND LORING NICOLLET
TO SPECIFY THE AMOUNT OF SUPPORT IN ACCORDANCE WITH FORMULA SPECIFIED IN MINN. STAT. 124.D.69

The Program (LNAS) has an estimated Average Daily Membership (ADM) or:

52.45	Secondary students
	4-6 grade students

as a bias for payment under Minn. Stat 12D.69 and amendments.

Grades	Total # of students	Weighting	Weighted Student Number	2019/2020 Revenue	Total Revenue
4-6 Grades		**1.0**			
7-12 Grades	**52.45**	**1.2**	**62.94**	**$423,334.92**	
Total Weighted ADM's					**$423,334.92**

We have used projected enrollment to determine the amount of support. Reconciliation may begin in January 2021 if necessary to reconcile a total amount paid to the school with the total amount due based on actual enrollment. After February 15th, 2021, a final adjustment payment to or refund from the school will be made based on the actual ADMs for 2019-20. A monthly invoice will be submitted to Minneapolis Public Schools to request payment. Actual ADM for eligible students for 2020-21 school-year will determine the final budget allocation. Compensation for Compensatory Education is included in the table below. Title I funding will be handled under a separate agreement (see exhibit 7).

Funding Source	Total Dollars	Monthly Allocation (based on 10 Months)
ADMs	**$423,334.92**	**$42, 333.49**
Compensatory Education	**$40,096.00** **$14,033.60**	**$4,009.60** **$1,403.36**
Title 1 **(Invoice through Funded Programs)**	**$869.00 (Title 1 Family)** **$15,870.00 (Title 1 Basic)**	**Invoiced Monthly**
Total Monthly Payments (does not include Title I)	**$477,464.52**	**$47,746.45**

Funding for approved summer school programs will be distributed when the district received the funds from the state and will be included in the reconciliation calculations. There will be no reimbursement for students 21 and over.

BOARD OF EDUCATION
SPECIAL SCHOOL DISTRICT NO. 1

By:_____
date
Title: _____

VOLUNTEERS OF AMERICA HIGH SCHOOL

By: _____
date
Title: _____

AGREEMENT
Special School District No. 1 and VOA HIGH SCHOOL
2020-2023

This Agreement is made by and between the Board of Education of Special School District No. 1, Minneapolis Public Schools, ("District"), and VOA HIGH SCHOOL; operating a nonpublic, nonsectarian program; organized as a non-profit corporation under the Laws of the State of Minnesota; and doing business at VOA HIGH SCHOOL Alternative Program at VOA HIGH SCHOOL, located at 924 19th Ave S, Minneapolis, MN 55404.

I. GENERAL PROVISIONS

A. Purpose

The purpose of this Agreement is for VOA HIGH SCHOOL to provide educational services on behalf of the District, at VOA HIGH SCHOOL for District Students who are eligible to receive educational services in an alternative setting under the authority of Minn. Stat. § 124D.68. This agreement includes providing educational options for students who have been expelled or excluded from District schools. This agreement shall terminate if funding for this alternative program ceases or changes pursuant to Minnesota or federal law.

B. Compliance with Laws

VOA HIGH SCHOOL shall comply with all applicable Minnesota and federal laws and regulations including but not limited to: the Minnesota Pupil Fair Dismissal Act, (PFDA) Minn. Stat. § 121A.40 - .56; the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. Ch. 33; Minnesota laws applicable to students with special needs, Minn. Stat. Ch. 125A; the Maltreatment of Minors Reporting Act, Minn. Stat. § 626.556; Section 504, 29 U.S.C. § 794; the Family Education Rights and Privacy Act, (FERPA), 20 U.S.C. § 1232g; and the Minnesota Government Data Practices Act, (MGDPA) Minn. Stat. Ch. 13.

C. District Students

VOA HIGH SCHOOL shall accept for enrollment eligible students at VOA HIGH SCHOOL. An eligible student is a District student who meets the definition of eligible student in Minn. Stat. § 124D.68, as amended.

D. Enrollment/Exit Procedures

1. VOA HIGH SCHOOL shall follow the enrollment process as described in Exhibit 1.
2. VOA HIGH SCHOOL may not impose any admission requirements in addition to or beyond eligibility requirements in MN Stat. 124D.68 subd. 2
3. VOA HIGH SCHOOL shall provide the District with information on a weekly basis regarding openings for students including but not limited to information about the grade level and type of each opening if applicable.
4. VOA HIGH SCHOOL will accept students referred to them by the District for students in need of placement even if doing so puts them over their capped enrollment yet does not compromise program performance, as determined by the Director of Contract Alternatives. VOA HIGH SCHOOL will be paid for the ADMs generated.
5. VOA HIGH SCHOOL may not exit students prior to meeting with a student and their parent/guardian for all students under the age of 18.
6. VOA HIGH SCHOOL must follow MN Stat. 126.05 subd. 8 and withdraw any student who has been absent from school for fifteen (15) consecutive school

days during the regular school year or for five (5) consecutive school days during summer school or intersession classes of flexible school year programs without receiving instruction in the home or hospital.

7. VOA HIGH SCHOOL must follow all District procedures for implementing Homebound Instructional Services and will consult with the Contract Alternative Program Special Education District Program Facilitator (DPF), School Social Worker or School Nurse and/or Contract Alternative Director prior to initiating.
8. Determination as to whether or not student conduct warrants an administrative transfer or expulsion will be made by the MPS Expulsion and Transfer Office (ETO), in consultation with the Director of Contract Alternative Programs.
9. All student data will be maintained and updated by the District and available to VOA HIGH SCHOOL upon request, and as allowed by law. This includes access to student information systems maintained by the district.

II. CONTRACT

A. Duration

The term of this Agreement shall commence on the date following execution by the District and will continue in effect until June 30, 2023 unless terminated by law or according to the provisions herein. As a Learning Year Program, this contract encompasses academic programming during the traditional school year, before and after-school credit recovery and summer school.

B. Renewal

Terms for renewal are based on successful performance and evaluation of the Academic Accountability Measures and will be granted for up to three (3) years based on information and data collected using a site visit protocol and performance metrics as described in Exhibit 9.

III. VOA HIGH SCHOOL RESPONSIBILITIES

A. Student Learning and Academic Measurement Standards

1. VOA HIGH SCHOOL must provide programming that will allow students to fulfill state and district mandated graduation requirements which include:
   a. A minimum of twenty-one-and-a-half (21.5) year-long credits in the required MPS academic areas for all graduates (a “year-long-credit" is the equivalent of the successful completion of an academic year of study or student mastery of applicable state standards.) as listed in Exhibit 2
   b. Meet yearly milestones as required by the My Life Plan, unless and until the curriculum is no longer used in the District. ("My Life Plan" is the career and college exploration and decision assisting curriculum framework used by the District.)
   c. Participate in all mandated state testing and local assessments that are part of either the State of Minnesota or District accountability model, in accordance with Minnesota and District standards.
2. VOA HIGH SCHOOL shall develop a Continual Learning Plan (CLP) for each student within one month of enrollment. The plan must address any areas of needed growth, specific goals, objectives and a timeline to achieve them, as well as methods of evaluation. The CLP shall meet the requirements of Minnesota Statutes, section 124D.128, Subdivision 3. The CLP must be reviewed quarterly and meet the criteria listed in Exhibit 3.

3. VOA HIGH SCHOOL shall comply with the following provisions regarding testing and assessment:
    a. require District students to participate in mandatory state testing.
    b. require District students in grades 9 and 10 to participate in the NWEA MAP testing in the Fall and Spring.
    c. require District students in grades 11 to participate in ACT testing.
    d. provide opportunities for students in grades 11 and 12 to participate in ACCUPLACER testing.
    e. have a test coordinator from VOA HIGH SCHOOL attend all required District meetings.
4. VOA HIGH SCHOOL shall meet the requirements of Minn. Stat. § 124D.68, all applicable federal and Minnesota state education laws, federal regulations and the Rules of the Minnesota Department of Education.
5. VOA HIGH SCHOOL shall provide a learning setting that complies with state of Minnesota education health and safety standards and that is conducive to learning.
6. VOA HIGH SCHOOL shall provide a minimum of six-hour educational day exclusive of a lunch period or shall provide as appropriate 1020 educational hours per school year.
7. VOA HIGH SCHOOL shall meet the Accountability Plan measures as outlined in Exhibit 9.
8. VOA HIGH SCHOOL shall have a written grievance policy for students and ensure that students are aware of this policy and will have clear guidelines for graduation and shall share this information with guardians and students.
9. VOA HIGH SCHOOL shall set up a communication system with parents designed to ensure that parents are aware of its policies and procedures.
10. VOA HIGH SCHOOL shall utilize MPS accountability systems for maintaining accuracy in reporting for both Title I documentation and School Improvement Planning goals and measures
11. VOA HIGH SCHOOL will follow all Mandated Procedures as outlined in Exhibit 10

B. <u>Special Education and Section 504 Services and Standards</u>
    1. For any prospective student with an IEP (individual education plan), VOA HIGH SCHOOL must review the IEP with the Contract Alternative Program Special Education District Program Facilitator prior to enrolling the student to determine the appropriateness of the placement.
    2. For any student with an IEP, VOA HIGH SCHOOL shall provide appropriate space for District to provide special education and related services required by the IEP. This includes adequate classroom space for instruction, confidential meeting space with access to a phone to conduct IEP meetings, access to a secure printer and a filing cabinet with a lock for confidential documents.
    3. VOA HIGH SCHOOL shall require classroom teachers to implement the provisions of the IEPs and ISPs (individual accommodations and adaptations, as well as all requirements of student Behavior Intervention Plans), that require classroom modifications, as required by law.
    4. Students receiving special education services may not be exited or transferred from a Contract Alternative program without a full IEP team meeting, including District administrative representation.

5. VOA HIGH SCHOOL shall follow all special education and 504 standards as listed in Exhibit 4.

C. Employment Standards for Staff
   1. VOA HIGH SCHOOL shall employ as instructional staff only such persons as are properly licensed by the State of Minnesota appropriate to the level of instructional services provided. VOA HIGH SCHOOL shall have a copy of each teacher's license on file. VOA HIGH SCHOOL may employ such other staff as may be needed. VOA HIGH SCHOOL will follow MDE guidelines for highly qualified staff, and any other applicable laws and regulations.
   2. VOA HIGH SCHOOL will submit to Minneapolis Public Schools staffing information for any innovative program waivers and out of field permission requested for staff at VOA HIGH SCHOOL.
   3. VOA HIGH SCHOOL shall implement background checks on all new employees in accordance with Minnesota law and will report the results of background checks to the CAP office within two weeks of the time the employee begins to work for VOA HIGH SCHOOL. Employees required to undergo background checks include, but are not limited to:
      a. Teachers and teaching assistants;
      b. Administrators and business office personnel;
      c. Custodians and clerical staff;
      d. Transportation providers under contract with VOA HIGH SCHOOL or a member school;
      e. Childcare providers at VOA HIGH SCHOOL.
   4. When offering employment to a licensed teacher, VOA HIGH SCHOOL shall contact the Board of Teaching to determine whether there has been any disciplinary action against a teacher based on a board determination that sexual misconduct or attempted sexual misconduct occurred between the teacher and a student.
   5. VOA HIGH SCHOOL shall require VOA HIGH SCHOOL staff to participate in staff development sessions regarding mandated reporting, ethics and other Districted and/or State mandated training as well as appropriate implementation of special education services and 504 Plan services.
   6. VOA HIGH SCHOOL staff shall be able to attend any District-sponsored staff development at the same cost and basis as a District employee and be provided with appropriate documentation of such staff development.

D. Record and Reporting Requirements
   1. Report on Student Attendance
      a. VOA HIGH SCHOOL shall report accurate student attendance for each day programs are in session using a format and reporting schedule prescribed by the District.
   2. Annual Student Achievement, Improvement, Organization Reports
      a. VOA HIGH SCHOOL shall provide the District with an Annual Report for each school year on or before November 15th of each year for the previous school year. The Annual Report shall contain at least the items listed in Exhibit 5. Liability and Property Insurance Certificates shall be sent to the District with the Annual Report.
   3. Financial Reporting

a. VOA HIGH SCHOOL will receive a yearly Memorandum of Agreement (MOA) from the District that outlines Revenues and Expenditures for the upcoming year. This MOA will include projected ADMs, Compensatory and Title I funds.
b. VOA HIGH SCHOOL will submit a budget for the coming school year by August 15th that will address all expenditures taken from dollars passed through by the District each year this contract is in effect.
c. If the District has been informed by the State, VOA HIGH SCHOOL auditor, VOA HIGH SCHOOL creditor, through its own investigation, or by another manner that VOA HIGH SCHOOL or one of its affiliates is more than 60 days in arrears for its payments to creditors, District may request and VOA HIGH SCHOOL shall submit to the District a listing of all creditors for whom there is an outstanding liability.
d. No administrative oversight fees may be taken from compensatory dollars or Title dollars.
e. Title I funds will be reimbursed following the process set forth in Exhibit 8.
f. VOA HIGH SCHOOL shall provide the District with access to all payroll records regardless of whether VOA HIGH SCHOOL uses an external payroll service, within a reasonable time period.

4. Records Management and Retention
   a. VOA HIGH SCHOOL shall retain any and all books, documents, papers, financial records and other records related to the services VOA HIGH SCHOOL provides to the District for a period of six years after the year in which VOA HIGH SCHOOL provides the service. VOA HIGH SCHOOL agrees that the District or its duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary with reasonable notice, shall have access to and the right to the records that are pertinent to and involve transactions relating to this Agreement. This requirement applies to all records including records of grants or other revenue received from the City of Minneapolis, Hennepin County, the State of Minnesota, the federal government and other public or private sources for the services rendered under the Agreement.
   b. Upon termination of the contractual relationship between VOA HIGH SCHOOL and the District, VOA HIGH SCHOOL agrees to immediately turn over to the District any and all documents, papers, finance records and other student records related to services provided.

E. <u>Other Legal Requirements</u>
1. Nondiscrimination
   a. VOA HIGH SCHOOL shall abide by state and federal laws prohibiting discrimination in education and employment. VOA HIGH SCHOOL shall provide to the District all information and reports about VOA HIGH SCHOOL nondiscrimination policies when required by the District to do so.
2. Facilities Occupancy Certificate
   a. VOA HIGH SCHOOL shall maintain a current "Facilities Occupancy Certificate" issued by the City of Minneapolis.
3. VOA HIGH SCHOOL shall notify the District of any proposed or actual significant changes in VOA HIGH SCHOOL policies or staff.

IV. DISTRICT RESPONSIBILITIES

A. Financial Auditing
   1. A District audit will be conducted annually to review finances related to public school funds being used to support the program
B. Provisions of Special Education Instruction and Related Services
   1. The District, using District employees, shall provide direct and indirect special education and related services to those students determined to be eligible for such services consistent with their IEP's.
C. Monitoring and Support Services
   1. The District shall monitor VOA HIGH SCHOOL performance of its obligations under this Agreement.
D. Payment
   1. The District shall pay VOA HIGH SCHOOL as outlined in Section V herein. This amount shall be net of any fees.
   2. Payments will be divided over ten months, September through June of each contract year.
E. Transportation
   1. The District will provide transportation or transportation dollars to students who live in the Minneapolis District and who qualify for such services.
F. Staff Development
   1. The District will hold a beginning-of-the-year required kick-off session and end-of-year wrap up session for all CAP schools.
   2. The District will provide two full-day staff development opportunities for all VOA HIGH SCHOOL staff.
   3. The District will provide an annual information session for VOA HIGH SCHOOL staff around Title 1 reporting, SIP completion, 504 Plans, PSWE and Family Engagement.

V. FINANCIAL SUPPORT FOR CONTRACT VOA HIGH SCHOOL

A. District shall pay VOA HIGH SCHOOL pursuant to Minnesota Statutes § 124D.69. District shall make payment only upon average daily membership documentation submitted by VOA HIGH SCHOOL in such form as deemed satisfactory by District. District may begin the reconciliation process with an adjustment to the monthly payments starting in April of each contract year, if necessary to reconcile the total amount paid to VOA HIGH SCHOOL with the total amount due based on actual enrollment. District shall provide funding only if VOA HIGH SCHOOL has complied with the terms of this Agreement and any reasonable requests of District. Final ADM counts provided by the State will be used to determine final payments. The payment will be net of any charges for services provided by the District.

VI. CONTRACTING WITH OTHER ENTITIES

A. VOA HIGH SCHOOL shall neither enter into subcontracts for performance of any of the purchased services contemplated under this Agreement nor assign this Agreement, without prior written approval of the District and subject to such conditions and provisions as the District may deem necessary. VOA HIGH SCHOOL shall be responsible for the performance and liability of all subcontractors.
B. In the event VOA HIGH SCHOOL enters into a contract with another school district to provide educational services for students for whom the other school district is responsible, VOA HIGH SCHOOL shall indemnify District for any loss of any kind that

District may incur because of VOA HIGH SCHOOL contract with another school district.

VII. INSURANCE REQUIREMENTS AND FINANCIAL ASSURANCE

A. VOA HIGH SCHOOL shall at its own expense, maintain comprehensive general liability insurance covering claims that arise out of its acts and operations under this Agreement for which it may be legally liable. At a minimum, VOA HIGH SCHOOL must provide insurance coverage in accordance with Exhibit 6.

B. VOA HIGH SCHOOL or its members shall also maintain property insurance covering the facility in which the educational program is located.

C. VOA HIGH SCHOOL and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending VOA HIGH SCHOOL.

D. VOA HIGH SCHOOL will provide electronic access to the annual audit, along with any auditor's notes at the same time the report is sent to the Board of the overseeing agency.

VIII. INDEMNIFICATION

A. Except as expressly provided in this Agreement or in connection with insurance coverage required to be provided in this Agreement by one party for the benefit of the other, each party shall be responsible for its own legal representation and legal costs.

B. Except where there is an actual or potential conflict of interest, the parties shall fully cooperate with legal counsel for one another in connection with any legal claim asserted against either of them for services provided under this Agreement.

C. Nothing in this Agreement is intended to nor shall the terms of this Agreement expand the liability of the District and VOA HIGH SCHOOL under Minnesota law.

D. VOA HIGH SCHOOL shall indemnify, save and hold the District, its employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits, costs, judgments, or other forms of liability to third parties, actual or claimed, including attorney's fees, for injury to property or persons, occurring or allegedly occurring in, on or about VOA HIGH SCHOOL property, based on conduct committed by VOA HIGH SCHOOL or by its employees, officers, directors, subcontractors, or agents. Upon timely written notice from the District, VOA HIGH SCHOOL shall defend the District in any action or proceeding against the District that is within the purview of this paragraph.

E. Notwithstanding any other provision of this Agreement, VOA HIGH SCHOOL shall not settle or compromise any claim against it relating to its obligations under this Agreement without a signed agreement of approval from the District.

F. The foregoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability to third parties provided or available to either of the parties under applicable state governmental immunities laws.

G. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of VOA HIGH SCHOOL personnel or other persons while engaged on behalf of VOA HIGH SCHOOL, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment with VOA HIGH SCHOOL including without limitation, claims of discrimination against VOA HIGH SCHOOL, its members, officers, agents, contractors or employees shall in no way be the responsibility of the District and VOA HIGH

SCHOOL shall defend indemnify and hold the District, its officers, agents and employees harmless f1-om any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission, or court, and from the expenses of defending such claims, including attorney's fees. VOA HIGH SCHOOL personnel and other persons engaged on behalf of VOA HIGH SCHOOL shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the District, including, without limitations, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, unemployment compensation, disability, severance pay, and P.E.R.A.

IX. RELATIONSHIP OF THE PARTIES

A. It is agreed that nothing contained in this Agreement is intended, or should be construed in any manner, as creating or establishing the relationship of partners between the District and VOA HIGH SCHOOL or as constituting VOA HIGH SCHOOL as the agent, representative or employee of the District for any purpose or in any manner whatsoever. VOA HIGH SCHOOL is to be and shall remain an independent contractor with respect to all services performed under this Agreement. VOA HIGH SCHOOL represents that it has, or will secure at its own expense, all personnel required to perform its obligations under this Agreement. All staff employed by VOA HIGH SCHOOL either directly or indirectly shall be employees of VOA HIGH SCHOOL or its affiliates and not the District. VOA HIGH SCHOOL or its affiliates shall determine salary, benefit eligibility, retirement plans, and performance standards, continuing professional development needs and all other incidents and benefits of employment.

X. AMENDMENT

A. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment to this Agreement and duly signed by the parties hereto.

XI. DEFAULT, NOTICE AND CURE

A. <u>Inability to Perform</u>
   1. VOA HIGH SCHOOL shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the educational services to be provided to the District under this Agreement. VOA HIGH SCHOOL shall immediately notify the District in writing whenever it is unable to, or reasonably believes it is going to be unable to, provide the agreed upon quality and quantity of educational services. Upon such notification, the District shall determine whether such inability requires a modification or immediate cancellation of this Agreement without opportunity for cure.

B. <u>Default by VOA HIGH SCHOOL</u>
   1. Unless excused by District default or District waiver of default, any of the following occurrences shall constitute default on the part of VOA HIGH SCHOOL:
      a. Failure to comply with any relevant legal requirements.
      b. Failure to perform any duties or requirements outlined in this Agreement.
      c. Failure to respond to requests by the District for information about VOA HIGH SCHOOL financial status.
      d. Failure to create, implement and advance a plan for payment of creditors.
      e. Failure to acquire and hold a lease for the building space used for instruction.

f. Failure to pay the Internal Revenue Service and Minnesota Department of Revenue any monies due.
g. Failure to maintain adequate records, both student records and financial records regarding the program.

C. Default by District
1. Unless excused by VOA HIGH SCHOOL default, or VOA HIGH SCHOOL waiver of default, failure to perform any other material provision of this Agreement shall constitute default on the part of the District.

D. Written Notice of Default
1. Unless otherwise provided in this Agreement, no event shall constitute a default giving rise to the right to terminate unless and until written Notice of Default is given to the defaulting party, specifying the particular event, series of events or failure constituting the default and specifying the cure period, if any.

E. Cure Period
1. If the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) business days or such other time as may be specified under the terms of this Agreement or in the Notice of Default, then this Agreement may be terminated by written notice as provided in paragraph XII below.

XII. TERMINATION OF AGREEMENT

A. With or Without Cause
1. This Agreement may be terminated by either party, with or without cause, effective on July 1 of any given contract year, provided that the party wishing to terminate the Agreement delivers a Notice of Termination to the authorized representative of the other party on or before April 1 immediately preceding the July 1 termination date. If both parties agree, this Agreement may be terminated at any other time during the term of this Agreement. VOA HIGH SCHOOL will return all District resources and property upon termination of the agreement.

B. Changes in Legislation
1. If legislation changes the funding formula; either side may terminate the agreement with thirty days notice.

C. Changes in Policy or Staff
1. The District reserves the right to terminate this Agreement without opportunity to cure if the District determines that a proposed or actual significant change in VOA HIGH SCHOOL policies or staff is contrary to the purpose of this Agreement or contrary to relevant District policies.

D. Termination After Failure to Cure Default
1. If, after the time specified for cure of default in the Notice of Default issued in accordance with paragraph XI.D above, the party in default has failed to cure the default in a manner satisfactory to the party issuing the Notice of Default; the party not in default may issue a Notice of Termination. The Notice of Termination must be delivered to the Authorized Representative of the party in default. The Notice of Termination shall specify the bases for the termination.

E. Default by VOA HIGH SCHOOL
1. After receipt of Notice of Termination from District because of default by VOA HIGH SCHOOL, and except as otherwise directed by District, VOA HIGH SCHOOL shall:

a. Discontinue provision of services subcontracted pursuant to paragraph VI of this Agreement on that date or to the extent specified in the Notice of Termination.
b. Cancel all orders and subcontracts to the extent that they relate to the performance of services subcontracted pursuant to paragraph VI of this Agreement and are canceled by the Notice of Termination.
c. Settle all outstanding liabilities and all claims arising out of such cancellation of orders and subcontracts, with the approval or ratification to the extent that may be required, which approval or ratification shall be final for all the purposes of this clause.
d. Complete performance of such services subcontracted pursuant to paragraph VI of this Agreement that shall not have been canceled by the Notice of Termination.
e. Maintain all records relating to performance of the canceled portion of this Agreement for a minimum of six years. VOA HIGH SCHOOL shall maintain records for a longer period if reasonably required to do so by the District.
f. Forward all student records to the District within 30 days and return all property belonging to the District.

F. Default by District

1. After receipt of Notice of Termination from VOA HIGH SCHOOL because of default by District, and except as otherwise directed by VOA HIGH SCHOOL, District shall:
   a. Cancel all orders and subcontracts to the extent that they relate to the performance of services subcontracted pursuant to paragraph VI of this Agreement and are canceled by the Notice of Termination.
   b. Settle all outstanding liabilities and all claims arising out of such cancellation of orders and subcontracts, with the approval or ratification to the extent that may be required, which approval or ratification shall be final for all the purposes of this clause.
   c. Complete performance of such services subcontracted pursuant to paragraph VI of this Agreement that shall not have been canceled by Notice of Termination.
   d. Maintain all records relating to performance of the canceled portion of this Agreement for a minimum of six years. District shall maintain records for a longer period if reasonably required to do so by the VOA HIGH SCHOOL.

XIII. REMEDIES

A. Notwithstanding any cure period, District is entitled to recover from VOA HIGH SCHOOL any damages sustained by District by virtue of any breach of this Agreement by VOA HIGH SCHOOL, and District may withhold payments to VOA HIGH SCHOOL for the purpose of set-off provided that such amounts withheld are reasonably related to actual damages.

B. It is agreed that any right or remedy provided for in this Agreement shall not be considered as the exclusive right or remedy of either party for any default in any respect by the other party, but such right or remedy shall be considered to be in addition to any other right or remedy hereunder or allowed by law or equity.

C. Either party's failure to insist upon strict performance of any covenant, agreement, or stipulation of the Agreement or to exercise any right contained in the Agreement, shall not be a waiver or relinquishment of such covenant, agreement, stipulation, or right, unless the waiving party consents thereto in writing. Any such written consent shall not constitute a waiver or relinquishment of the future exercise of such covenant, agreement, stipulation or right.

XVI. NO THIRD-PARTY BENEFICIARY RIGHTS

A. No third party, whether a constituent of the District or otherwise, may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of, the District or VOA HIGH SCHOOL in this Agreement. This Agreement is not intended to create any rights of a third-party beneficiary.

XVII. CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

A. This Contract shall be construed under Minnesota law (without regard for choice of law considerations) and the policies and procedures of the District, as amended from time to time. Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, VOA HIGH SCHOOL specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

XVIII. INDEMNIFICATION

A. Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students,
employees and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of VOA HIGH SCHOOL's negligent acts or omissions or in connection with VOA HIGH SCHOOL breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District.

Exhibits 1 through 12 are attached and incorporated herein by reference.

Exhibit 1 - Enrollment Process
Exhibit 2 - Graduation Requirements
Exhibit 3 - Continual Learning Plan (CLP) requirements
Exhibit 4 – Special Education and 504 Plan Expectations
Exhibit 5 - Annual Report and School Improvement Plan Minimum Requirements
Exhibit 6 - Insurance Requirements
Exhibit 7 - District Billing for Additional Services
Exhibit 8 - Title One
Exhibit 9 - Academic Accountability Plan
Exhibit 10- Mandated Procedures

IN WITNESS, WHEREOF, the parties have executed this Agreement on the date and year written below.

BOARD OF EDUCATION SPECIAL SCHOOL DISTRICT NO. 1	VOA HIGH SCHOOL
By: _____ Date	By: _____ Date
Title: _____	Title: _____

Exhibit 1 - Enrollment Process

Student Placement Services
1250 West Broadway
668-1840

Students must go to the Student Placement Center before they enroll or start classes if:
They are new to the district
They have been out of MPS for more than one calendar year

Student Placement Service will:
Request and review student records
Fill out purple form and form 13 and fax a copy to the Contract Alternative Program office at Davis Center
Tell students about options within the district including Contract Alternative Programs
Review student's special education needs and refer Federal Setting II and higher to district staff for placement (Contract Alternatives do not serve setting 3 or higher)
Review any health concerns
Contact Contract Alternative Program for placement
Immediately place any students identified as Homeless and Highly Mobile and work to obtain records following the placement

If student placement is unable to retrieve a student's records within three days, they will place the student with the information they have. The sites will then need to request the records again.

New Families Center
3345 Chicago Avenue South
668-3700

Students must go to the New Families Center before they enroll or start classes if:
They are new to the country
They have a home language other than English and they have been in a MPS school
The have a home language other than English and they have been out of MPS for more than one calendar year

New Families Center will:
Request and review student records
Administer the WIDA Screener to determine ELL eligibility
Contact Alternative Program for placement
Immediately place any students identified as Homeless and Highly Mobile and work to obtain records following the placement

If a student does not need to go to Student Placement Services or New Families Center you can enroll them directly at your site.

Students Receiving Special Education Services
Fax/Email student names and ID numbers to the Contract Alternative Office

The Contract Alternatives Special Education Department will review any potential student's special education documents and needs to ensure that the school is able to provide the appropriate level of special education support prior to enrolling the student.
If the student's special education needs cannot be met through the contract alternative program, the CAP Office will send the student's name to MPS student placement so that the student can be placed into another MPS school.

Students should not start classes until the special education review is complete.

Students with Medical/Health Concerns

Fax/Email student names and ID numbers to the Contract Alternative Office
Contract Alternative Nurse will review medical needs

All Students

Contract Alternative Programs will turn in weekly site count to Student Placement Services. This will assist in placing students wanting to enroll in a Contract Alternative Program.
If your program is at full capacity, please refer students to another school or back to Placement Services.

Exhibit 2 – Graduation Credit Requirements

Graduation Credit Requirements for Students Under 2015 – 2018 Graduation Requirements

- 4 year-long credits in language arts
- 4 year-long credits in social studies, including (at minimum):
    - 3.5 year-long credits in:
        - U.S. history
        - geography
        - world history
        - government and citizenship
    - .5 credits in economics
- 3 year-long credits in mathematics, including (at minimum)
    - geometry
    - Either algebra II or statistics and probability
- 3 year-long credits in science, including (at minimum)
    - A semester each of biology 1 and biology 2
    - chemistry
    - A semester each of physics 1 and physics 2
- 1 year-long credit in the arts
- 1 year-long credit in physical education
- 1 year-long credit in health
- 4.5 year-long elective credits

Graduation Credit Requirements for Students under 2019 Graduation Requirements and Beyond

- 4 year-long credits in language arts
- 3.5 year-long credits in social studies, including:
    - 1.0 U.S. history
    - 0.5 geography
    - 1.0 world history
    - 0.5 Government and citizenship
    - 0.5 Economics
- 3 year-long credits in mathematics, including (at minimum)
    - 1 year-long credit in intermediate algebra
    - 1 year-long credit in geometry
    - 1 year-long credit in algebra II or statistics and probability
- 3 year-long credits of science, including (at minimum)
    - 1 year-long physical science
    - 1 year-long biology
    - 1 year-long chemistry or physics
- 1 year-long credit in the arts
- .5 year-long credits in physical education
- .5 year-long credits in health
- 6 year-long elective credits

Exhibit 3 – Continual Learning Plan Requirements

Programs need to develop Continual Learning Plans (CLP's) that are:

- Learner Centered
- Individually Designed by the program
- Able to meet the specific program focus and student needs

CLPs are required annually for every student in a Contract Alternative Program. The student learning objectives must contain:

- Courses and credits the student plans to take
- Graduation requirements the student must complete (HS only)
- Assessment measurements used to evaluate a pupil's progress

CLPs must be signed and dated:

- The CLP will not be effective or valid unless a student has signed it
- Staff must sign the CLP
- Parent signatures must be included for students under the age of 18. Make your best effort to obtain and document your attempts to obtain a signature
- Forms must be updated at the beginning of every grading period
- Forms for summer school must be amended
- CLPS must be kept on file at each site for three years (not including the current year)

Exhibit 4 - Special Education and 504 Plan Expectations

1. All students with an IEP must be allowed to enter when they come into the building, this includes if they leave the building during the regular school day. Procedures may be established to process with their special education case manager and program administration prior to entering class.
2. All students receiving special education services have IEPs; therefore, they cannot be a part of a separate RTI process within the school and conflicts with their IEP. If there are academic or behavior concerns, they should be addressed with the special education resource teachers.
3. MPS licensed special education staff will be consulted with prior to a special education student's suspension as well as included on the special education student's intake. If suspension was related to a fight, the special education staff, in consultation with school site administration will determine if mediation is appropriate. Language should be included in a student accommodation page outlining if mediation is appropriate or if processing with their special education resource teacher upon return is more appropriate due to their disability.
4. Schools with Independent Study Programs (ISP) will have written requirements regarding student attendance and enrollment policies regarding students receiving special education services. All students receiving special education services referred to ISP must be reviewed by their special education case manager/teacher and deemed appropriate by the special education team.
5. In School Suspension (ISS) for students receiving special education services will be discussed and determined as an appropriate consequence with the student's case managers. If a special education student will have ISS, they will attend their scheduled special education courses/receive their daily minutes of service, per their IEP.
6. All schools will identify who their Building 504 Coordinator is and inform the District 504 Coordinator to receive required 504 Overview and EdPlan 504 trainings. Once the 504 Coordinator receives the training they will subsequently be given access to Edplan and can access all 504 Plan documents and forms for students on their caseload.
7. All schools will ensure that the 504 plans are being serviced by the regular education teachers and relevant staff and meetings are completed annually.
8. 504 Plans will be reviewed and updated annually. Eligibility will be reevaluated every three years or when the student's medical or mental health needs change and a new Eligibility Report will be finalized.

Exhibit 5 - Annual Report and School Improvement Plan Minimum Requirements

Minneapolis Contract Alternative Program

Each Minneapolis Contract Alternative Program is required to file a complete Annual Report **at the time of contract renewal** and a **yearly** School Improvement Plan (SIP) based on a summary of the results achieved by the students at the Contract Alternative Program. The SIP is written each fall with updates in February and May. The Annual Report is required to be filed no later than October 1st of the first year of renewal.

Contract Alternative Program Annual Report should include all of the following information:

1. Program Mission and Vision statement.
2. A brief summary of site goals and School Improvement Plan
3. A copy of your Positive School-Wide Engagement Plan.
4. A copy of the Continuous Learning Plan (CLP)
5. An up to date calendar, including extended learning and summer school times and dates
6. Program governance including the responsibilities of the board, board members, board selection process, program director/principal and other program management along with contact information.
7. Teaching and support staff information including staff names, file folder number, teaching assignments, approved waivers and positions.
8. A copy of your teacher evaluation form and explanation of procedures
9. Program shall report results of background checks on all new employees hired within two weeks of the start date.
10. List any third-party contractors working directly with students.
11. A year up-to-date updated budget for the Program including salary allocations, benefits, and other income and benefits provided such as housing, car allowance, and any other benefits not specified herein, for all staff paid either wholly or partly with MPS funds: general education, compensatory education, Title I and ELL.
12. A breakdown of other expenditures that are paid for out of District funds including, but not limited to curriculum, rent, utilities etc.
13. A link to the most recent annual audit conducted by the organization, including the auditor notes and management letter
14. A link to the most recent Form 990.
15. Proof of property and liability insurance. (Please submit an updated copy upon renewal).
16. A copy of the policy and processing procedures of volunteers working with students.
17. Overhead percentage charged by the agency. Overhead must be within a reasonable range and is subject to review by MPS.

All information should be electronically submitted and all items must be included.

*Any of the above procedures may be amended at any time with notice to the school.

Exhibit 6 - SPECIAL SCHOOL DISTRICT NO. 1 MINNEAPOLIS PUBLIC SCHOOLS

INSURANCE REQUIREMENTS 2020-2023

In order to protect CONTRACTOR and Special School District #1 ("District"), CONTRACTOR agrees at all times during the term of this contract, and beyond such term when required under the terms of the Contract, to have and keep in force insurance coverage as indicated below:

Limits

1. For all Contracts beginning July 1, 2012, coverage in the types and amounts as set out below:

(a)	Commercial General Liability on an occurrence Basis with contractual liability coverage, including Officers and Directors Errors and Omissions with General Aggregate	$1,500,000
	Products- Completed Operations Aggregate	$1,500,000
	Personal and Advertising Injury	$1,500,000
	Each Occurrence- Combined Bodily Injury and Property Damage	$1,500,000
(b)	Automobile Liability- Combined single limit Each occurrence coverage or the equivalent Covering owned, non-owned, and hired automobiles	$1,500,000
(c)	Worker's Compensation and Employer's Liability:	
	I. Worker's Compensation Statutory requirements. If the contractor is based outside the State of Minnesota, Coverage must apply to Minnesota Laws.	
	ii. Employer's Liability. Bodily injury by: a. Each accident b. Disease- Policy limit c. Disease - Each employee	 $500,000 $500,000 $500,000
(d)	Professional Liability- Professional Liability (errors and omissions) insurance with respect to its professional Activities	$1,500,000

2. An umbrella or excess liability policy over primary liability insurance coverage is an acceptable method to provide the required insurance limits.

3. The above establishes minimum insurance requirements. It is the sole responsibility of CONTRACTOR to determine the need for and to procure additional insurance that may be needed in connection with this Contract. Copies of insurance policies shall be submitted to the District upon written request.

4. CONTRACTOR shall not commence work until it has obtained required insurance and filed with the District a properly executed Certificate of Insurance that clearly evidences

the required insurance coverage. The certificate shall name Special School District No. 1 as the certificate holder and as an additional insured for the Commercial General Liability coverage (excluding professional liability or errors and omissions) with respect to operations covered under the Contract. The certificate should also show that the District will receive 30 days' prior written notice in the event of cancellation, non-renewal or material change in any described policies.

5. CONTRACTOR shall furnish to the District updated certificates during the term of the Contract as insurance policies expire. If a CONTRACTOR fails to furnish proof of insurance coverage, the District may withhold payments and/ pursue any other right or remedy allowed under the Contract, law, equity, and/or statute.

6. If CONTRACTOR is unable to obtain a required insurance coverage, or coverage is not renewed or is cancelled during the term of this contract, CONTRACTOR shall make immediate good faith efforts to obtain or replace the coverage in the open market. If such efforts are unsuccessful, CONTRACTOR shall immediately notify the District.

Exhibit 7 - District Billing for Additional Services

Special education and assessment will be provided for students who are in need and qualify for such services by licensed special education staff, or staff with approved Minnesota Department of Education variances. The District will provide school psychologist, related services and due process support necessary to complete such assessments and maintain due process records. The Program will pay the District for the non-reimbursable cost of the Special Education Teacher assigned.

There is a maximum to the amount of special education support provided to your site at this level. If there are more students than this amount of teacher time can support, or if the District requests that a program enroll students with significant needs beyond the scope of which the special education teacher can handle, the district may provide additional support at no additional cost, to be arranged as needed.

The District will provide additional support to the alternative school programs, which will include social work, counseling and clerical at no cost.

Total cost for contracted services will be deducted in ten equal monthly installments from the District payment to the Program beginning with the first such payment in September, 2020.

Exhibit 8 - MPS Title I Contract Alternative Process

1. School receives Title I allocation information in Spring
2. School creates a yearly SIP with input from stakeholders.
3. Following each school month, school will submit an itemized invoice to MPS for Title I services provided or goods purchased by the 15th of the following month (ex. September invoice due by October 15th). The invoice must include:
    a) School name
    b) Month of service
    c) Categories of expense (staffing, supplies, food for a parent event, etc.)
    d) Dollar amount for each category
    e) How each expense is aligned to the SIP (location in SIP)
    f) Title I area of each expense (Basic or Family Involvement)
    g) Total dollar amount
4. MPS will process invoices and reimburse the school for expenses incurred the previous month.

Note: Schools will not be paid before services are provided or supplies have been ordered.

Exhibit No 9 - Minneapolis Public Schools Contract Alternative School Accountability Plan

The Minneapolis Public Schools Accountability Plan serves three primary functions at renewal:

1. It provides a protocol for the MPS Contract Alternative Program department to gather and evaluate evidence to determine whether a school has made an adequate case for renewal. In turn, this evidence assists CAP in deciding if it can make the required legal and other findings in order to reach a positive recommendation for renewal.
2. It also provides the school with a guide to understanding CAP's evaluative criteria. The metrics and annual performance targets encompass the critical indicators of our Contract Alternative Programs (CAP) success and their need for an ongoing feedback loop. The annual performance targets and a site visit protocol will measure both best practice and overall school and student performance.
3. These processes will be employed on an annual basis for the next 3 years, to be completed by June of each year. In addition to these processes are annual site visits by MPS CAP administration for staff interviews, classroom observations, curriculum reviewing, and joint discussion with MPS and sites leadership regarding both academic and site data. Additionally, quarterly evaluations in collaboration between site leadership and MPS district staff regarding credit attainment and attendance rates are tabulated, shared and examined for the purpose of optimizing both school and student performance. New supplemental academic support programs that might be developed over the course of the contract term may be included in future evaluations.

Furthermore, CAP will not generally use every benchmark during every kind of renewal review, and how the benchmarks are used differs depending on a school's circumstances. No school should fear that a failure to meet every element of every benchmark means that it is not in a position to make a case for renewal. CAP understands that the performance framework sets a very high standard collectively; as such, perfection on every benchmark is not required to be renewed. Programs will be allowed to add a narrative to all areas being assessed to provide additional information to be used for evaluation.

*The Accountability Plan may be amended at any time with notice and agreement of the school.

Accountability Measures

Part A. Academic Progress

Goal 1A- 100 percent of students will be accurately classified by credit upon enrollment into a Contract Alternative Program (establishes credit/graduation eligibility)

Goal 2A- At least 70% of students enrolled in grades 9 and 10 in each contract alternative high school will meet or exceed their expected growth goal as measured by the NWEA MAP Reading assessment. This measure will only look at those students that were enrolled in the same contract alternative only during either the Fall to Winter or Winter to Spring NWEA MAP testing windows.

Goal 3A- At least 70% of students enrolled in grades 9 and 10 in each contract alternative high school will meet or exceed their expected growth goal as measured by the NWEA MAP Mathematics assessment. This measure will only look at those students that were

enrolled in the same contract alternative only during either the Fall to Winter or Winter to Spring NWEA MAP testing windows.

Goal 4A- 100% of continuously enrolled 11th and 12th graders will be provided the opportunity to be assessed using the ACCUPLACER in Fall and Spring

Goal 5A- At least 80% of credits attempted will be earned by students enrolled in each contract alternative high school for any period of time.

Goal 6A- At least 80% of students enrolled in a single contract alternative high school for the majority of the school year (>= 171days) will earn 5.375 or more academic credits (on-track).

Goal 7A- At least 80% of graduation-eligible seniors will graduate on time. For the purpose of this measure, we will look at only those students that have a reasonable ability to graduate as determined by their enrollment classification. In calculating the "reasonable ability" measure, it will be assumed that each contract alternative high school will offer a minimum of 5.375 credits during the school year and a summer school program offering at least 2.5 credits.

Goal 11A- At least 80 percent of continuously enrolled students in grades 9, 10, 11 0r 12 will remain on-track for graduation.

**Address seniors who need less credit but need to be there longer due to meeting other graduation requirements

Part B. College and Career Readiness

Goal 1B- 100% of graduates will have successfully completed all components of the My Life Plan database.

- ACT Completion
- Resume Writing
- Attend at least one college fair
- Attend at least one career fair
- Complete one mock interview training session
- Attend one FAFSA information session and complete process
- Complete at least two applications to accredited post-secondary institutions

Part C. Student and Family Engagement

Goal 1C- The average daily attendance rate of students enrolled in a single contract alternative high school for the majority of the school year (>= 171 days) will exceed 90%.

Goal 2C- At least 80% of students enrolled in a contract alternative program will either sustain or improve their average daily attendance rate as compared to each student's previous placement.

Goal 4C- Fewer than 10% of the student body will be suspended at any point in the academic year.

Goal 5C- At least 75% of students that do not graduate or return to a comprehensive high school will be retained.

Goal 6C- Fewer than 16.5% of students attending the school will drop out.

Goal 7C- Utilizing the HOPE, DAP, or other pre-approved survey:

- At least 75% of students will report positive or favorable opinions regarding their own personal social and emotional satisfaction with the school.
- At least 75% of students will report positive or favorable opinions regarding school climate and/or operations.

At least 75% of families surveyed utilizing MPS-issued surveys will agree or strongly agree with measures of school satisfaction

Exhibit 10 - Mandated Procedures

1. MPS procedures must be followed when suspending all students. For students receiving special education services - check with your assigned special education teacher.
2. Programs must follow the Pupil Fair Dismissal Act and MPS Discipline policy for suspending and removing students from the program.
3. A suspension form must be completed and entered into Discovery and a suspension letter sent to parent/guardian within 24 hours for any removals one day or longer.
4. A referral form must be completed for any student who is not successful in the program. The student will remain at the program until another placement is secured with support of the Contract Alternative Office.
5. A staff member from the school must attend all mandatory MPS meetings and training.
6. Attendance must be taken and properly recorded every day.
7. MPS Student Placement procedures must be followed when accepting new students.
8. Homebound Instructional Services may not be initiated prior to consulting with the Contract Alternative Special Education DPF or Director of Contract Alternative Programs.
9. All registration paperwork must be accurately completed and submitted before a student may start the program. Unaccompanied youth and Homeless and Highly Mobile student's paperwork can be completed and submitted by a MPS DLD.
10. Any police or ambulance involved incidents must be written up and submitted to the Contract Alternative Office within 24 hours. School must immediately call the Director of Contact Alternative and MPS safety and Security to report the incident.
11. Administrative Transfer forms must be submitted to the MPS transfer and expulsion office within 24 hours.
12. A background check must be on file for everyone, including volunteers, who have contact with students.
13. A summary of Title 1 expenditures must be submitted in accordance with the MPS Title I contract manager.

*Any of the above procedures, may be amended at any time with notice to the school.

Exhibit A

MEMORANDUM OF AGREEMENT BETWEEN
THE MINNEAPOLIS PUBLIC SCHOOLS AND VOLUNTEERS OF AMERICA HIGH SCHOOL
TO SPECIFY THE AMOUNT OF SUPPORT IN ACCORDANCE WITH FORMULA SPECIFIED IN MINN. STAT. 124.D.69

The Program (VOA High School) has an estimated Average Daily Membership (ADM) or:

103.74	Secondary students
	4-6 grade students

as a bias for payment under Minn. Stat 12D.69 and amendments.

Grades	**Total # of students**	**Weighting**	**Weighted Student Number**	**2020/2021 Revenue**	**Total Revenue**
4-6 Grades		**1.0**			
7-12 Grades	**103.74**	**1.2**	**124.48**	**845,768.79**	
Total Weighted ADM's					**$845,768.79**

We have used projected enrollment to determine the amount of support. Reconciliation may begin in January 2021 if necessary to reconcile a total amount paid to the school with the total amount due based on actual enrollment. After February 15th, 2021, a final adjustment payment to or refund from the school will be made based on the actual ADMs for 2019-20. A monthly invoice will be submitted to Minneapolis Public Schools to request payment. Actual ADM for eligible students for 2020-21 school-year will determine the final budget allocation. Compensation for Compensatory Education is included in the table below. Title I funding will be handled under a separate agreement (see exhibit 7).

Funding Source	**Total Dollars**	**Monthly Allocation (based on 10 Months)**
ADMs	**$845,768.79**	**$84,577**
Compensatory Education	**$274,944.00** **$20,162.56**	**$27,494.40** **$2,016.26**
Title 1 **(Invoice through Funded Programs)**	**$3,172.00 (Title 1 Family)** **$72,240.00 (Title 1 Basic)**	**Invoiced Monthly**
Total Monthly Payments (does not include Title I)	**$1,140,875.35**	**$114,087.53**

Funding for approved summer school programs will be distributed when the district received the funds from the state and will be included in the reconciliation calculations. There will be no reimbursement for students 21 and over.

BOARD OF EDUCATION
SPECIAL SCHOOL DISTRICT NO. 1

By:_____
date
Title: _____

VOLUNTEERS OF AMERICA HIGH SCHOOL

By: _____
date
Title: _____

Request for Board Action

Item Title
Dreambox Learning

Recommended Motion
Included in Consent Agenda

Requesting Division
Academics

Item File Number
2020-4400000535

Meeting Date for Action
6/9/2020

Reason for Board Action
Contract over $100,000

Background
An online program that aligns with our core curriculum.

Timeline/Next Steps
Need June 9th approval so access can be ready for FY21 school year

Contract Amount
$306,000.00

Contract Term
July 1, 2020 – June 30, 2021

Contract Type
Master

RFP Status
Single Source, RFP Not Required

MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

CONTRACT FOR SERVICES – $25,000 above

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Dreambox Learning "Contractor" (collectively "parties") to provide Online Adaptive Math Program, Grades K-8 to Minneapolis Public Schools

TERM OF CONTRACT

1.1 This Contract is effective on July 1, 2020 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 30, 2021, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as **Exhibit A** ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 ***Total Obligation***

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed $306,000.00. Contractor shall

not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 ***Frequency of Invoicing and Terms of Payment***

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable **Exhibit B**. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 ***Taxes.***

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 ***Fund Availability; Federal Funds Contingency.***

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Contract is funded in whole or in part with federal funds, District's payment obligations

are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C.Section 5119a and 42 U.S.C. Section 14501-05.

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

7 DATA PRIVACY

7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

8 OWNERSHIP OF MATERIAL

8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRACTOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this

Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. 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 that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

13 INSURANCE

13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above $1,000,000 per occurrence through umbrella or excess coverage.

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract

and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILTY

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the

performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1

Division: Teaching & Learning
Attn: Jennifer Rose
1250 W Broadway
Minneapolis, MN 55411
Email: jennifer.rose@mpls.k12.mn.us

CONTRACTOR

Dreambox Learning
Phone: 770-626-1171
Address: 600 108th Ave NE, 8th floor, Bellevue, WA 98004
Email: Katie.house@dreambox.com

ACKNOWLEDGMENT

21.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

21.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

22 NON-WAIVER

22.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

23 ASSIGNMENT

23.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment, shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

24 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

24.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

25 WARRANTY

25.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all

defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

26 SEVERABILITY

26.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

27 SURVIVABILITY

27.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Kim Ellison

(Printed)

Title: Board Chair

Date: _____

CONTRACTOR NAME

Signature:

Name: Lance Ludman
(Printed)

Title: CFO

Date: Jun 2, 2020

Exhibit A:

Deliverables:

Please refer to MSA

Service Outcome:

Please refer to MSA

Method of Evaluation:

Please refer to MSA

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EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Click or tap here to enter text.

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Minneapolis Contract for Services Agreement 2020

Final Audit Report 2020-06-02

Created:	2020-06-02
By:	Jessica Kuperberg (Jessica.kuperberg@dreambox.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAF0dqYjtIos5CnJgpPoIn4jFavyxiX7iV

"Minneapolis Contract for Services Agreement 2020" History

Document created by Jessica Kuperberg (Jessica.kuperberg@dreambox.com)
2020-06-02 - 3:37:29 PM GMT- IP address: 82.46.125.172

Document emailed to Lance J Ludman (lance.ludman@dreambox.com) for signature
2020-06-02 - 3:38:05 PM GMT

Email viewed by Lance J Ludman (lance.ludman@dreambox.com)
2020-06-02 - 3:47:47 PM GMT- IP address: 73.83.224.58

Document e-signed by Lance J Ludman (lance.ludman@dreambox.com)
Signature Date: 2020-06-02 - 3:48:10 PM GMT - Time Source: server- IP address: 73.83.224.58

Signed document emailed to Jessica Kuperberg (Jessica.kuperberg@dreambox.com) and Lance J Ludman (lance.ludman@dreambox.com)
2020-06-02 - 3:48:10 PM GMT

Request for Board Action

Item Title
Fastbridge Subscription

Recommended Motion
Included in Consent Agenda

Requesting Division
Academics

Item File Number
2020- 4400000547

Meeting Date for Action
6/9/2020

Reason for Board Action
Contract over $100,000

Background
An online subscription renewal for MPS

Timeline/Next Steps
Need June 9th approval so access can be ready for FY21 school year

Contract Amount
$166,040.00

Contract Term
July 1, 2020 – June 30, 2021

Contract Type
Master

RFP Status
Single Source, RFP Not Required

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Client Order

Q-75471

6531 Irvine Center Drive Suite 100
Irvine, California 92618
(949) 656-3133
https://www.illuminateeducation.com/

Prepared Date:	5/24/2020	Customer:	Minneapolis Public Schools
Valid Through:	6/30/2020	Address:	1250 W. Broadway Ave. Minneapolis, Minnesota 55411
Prepared By:	Jenn Belda		
		Contact:	Jen Rose
Start Date:	7/1/2020	Phone:	4259361200
End Date:	6/30/2021		
Quote Term:	12		

Year 1

Dates: 7/1/2020 - 6/30/2021

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
33,924	DnA, Software License	Per Student Licenses - Illuminate Data and Assessment™	$3.40	$115,341.60
33,924	»» Grading Software	Assessment Scanning and Scoring	$0.00	$0.00
33,924	Inspect Plus	Access to Key Data Systems' KDS Inspect Plus	$2.25	$76,329.00
			Year 1 Subtotal:	$191,670.60
			Year 1 Grand Total:	$191,670.60

On-Going Illuminate subscription license and/or support fees are invoiced at then current rates & enrollment per terms of the Master Subscription Licenses & Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases (i.e., as your student count increases or decreases, the quantity will be adjusted in accordance with the terms of the Agreement).

Any applicable state sales tax that has been added to this Client Order is an estimated amount for Client's convenience that is subject to verification and modification based on current state required tax at the time of invoicing. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that Illuminate receives your purchase order or signed Client Order.

In the event that this Client Order includes promotional pricing, said promotional pricing is only valid for the select term(s), product(s), and/or service(s) as shown in this Client Order. The promotional pricing may also be limited in availability to you through the date on this Client Order that is shown as the "Valid Through" period.
All invoices shall be paid within thirty (30) days of the date of invoice.

All purchase orders must contain the exact Client Order number stated within.

To accept and finalize this Client Order, please remit a purchase order to:

Orders@IlluminateEd.net
or
6531 Irvine Center Drive #100
Irvine, CA 92618

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Client Order

Q-62681

6531 Irvine Center Drive Suite 100
Irvine, California 92618
(949) 656-3133
https://www.illuminateeducation.com/

Prepared Date:	5/29/2020	Customer:	Minneapolis Public Schools
Valid Through:	6/30/2020	Address:	Special School District No. 1 1250 W. Broadway Ave. Minneapolis, Minnesota 55411
Prepared By:	Jay Anderson		
		Contact:	Jennifer Rose
Start Date:	7/1/2020	Phone:	
End Date:	6/30/2021		
Quote Term:	12		

Year 1

Dates: 7/1/2020 - 6/30/2021

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
1	Training - FASTflix Subscription - Tier 5	On demand, web-based library of FastBridge training courses. Annual district subscription - 5,000 or more students	$3500.00	$3,500.00
25,800	FastBridge Subscription - Renewal	FastBridge Assessment System Annual Subscription	$6.30	$162,540.00
			Year 1 Subtotal:	$166,040.00
			Year 1 Grand Total:	$166,040.00

On-Going Illuminate subscription license and/or support fees are invoiced at then current rates & enrollment per terms of the Master Subscription Licenses & Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases (i.e., as your student count increases or decreases, the quantity will be adjusted in accordance with the terms of the Agreement).

Any applicable state sales tax that has been added to this Client Order is an estimated amount for Client's convenience that is subject to verification and modification based on current state required tax at the time of invoicing. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that Illuminate receives your purchase order or signed Client Order.

In the event that this Client Order includes promotional pricing, said promotional pricing is only valid for the select term(s), product(s), and/or service(s) as shown in this Client Order. The promotional pricing may also be limited in availability to you through the date on this Client Order that is shown as the "Valid Through" period.
All invoices shall be paid within thirty (30) days of the date of invoice.

All purchase orders must contain the exact Client Order number stated within.

To accept and finalize this Client Order, please remit a purchase order to:

Orders@IlluminateEd.net
or
6531 Irvine Center Drive #100
Irvine, CA 92618

DocuSign Envelope ID: 98354F56-B613-450E-95F4-383001CB0662

Master Subscription Licenses & Services Agreement

This Master Subscription Licenses & Services Agreement ("Agreement") is hereby entered into as of the date of receipt of purchase order and/or enforcement of any and all product and/or service orders (the "Effective Date") between the purchasing agency ("Client") and Illuminate Education, Inc., a California corporation having its principal place of business at 6531 Irvine Center Drive, Irvine, CA 92618, and wholly-owned subsidiaries, including, but not limited to Adrylan Communications, LLC, eduCLIMBER, LLC, eSchoolData, LLC, FastBridge Learning, LLC, IO Education, LLC, Sanford Systems, Inc. dba Key Data Systems, SchoolCity, Inc., and The Learning Egg, LLC (collectively "Illuminate") (Client and Illuminate are referenced herein as each a "Party" and collectively the "Parties").

Definitions.

(a). **"Client Order"** means the Illuminate document attached hereto (or subsequently produced invoice), which lists the Licensed Product(s), current pricing, Service(s), Software, Subscription Period, Third Party Software, and/or applicable financial terms related to this Agreement, and is hereby incorporated into this Agreement upon receipt of Client's purchase order as specified herein.

(b). **"Documentation"** means technical materials provided by Illuminate to Client in hard copy or electronic form describing the use and operation of the Software, which does not include any sales and/or marketing materials that Illuminate may provide Client to describe functionality intended for sales and/or marketing purposes.

(c). **"Licensed Product(s)"** means all software (including Embedded Applications, which is software licensed by Illuminate and provided to Client as part of the terms of this Agreement), subsequent versions provided during an active Subscription Period and/or in relation to Support Services, assessment content owned or licensed by Illuminate, and all related Documentation licensed to Client pursuant to this Agreement, now or in the future.

(d). **"Services"** means the service(s) described in the applicable Client Order attached hereto or an executed statement of work ("SOW"), associated with the Software and the Documentation, including any applicable software hosting or Professional Services, as defined herein, and/or provided by Illuminate to Client.

(e). **"Software"** means the Illuminate software programs described in the applicable Client Order.

(f). **"Subscription Period"** means the period commencing upon the start date set forth in the applicable Client Order and continuing until terminated in accordance with Section 14 ("**Termination**").

(g). **"Third Party Software"** means any software product designated as Third Party Software by Illuminate, and any related documentation supplied to Client, which is licensed directly between Client and a third party. Third Party Software is different than Embedded Applications in that Illuminate licenses the Embedded Applications to Client as part of Licensed Product (but in some cases, such Embedded Applications may be subject to additional license terms as identified herein). Illuminate is not a licensor of Third Party Software.

1. Subscribing to the Service(s). Client will subscribe to the Licensed Product(s) and/or Services by: (i) providing a purchase order displaying the unique identifier contained within the Client Order attached hereto; (ii) having an authorized Client representative execute a Client Order with this Agreement and receiving a countersigned copy by an authorized Illuminate representative; and, if applicable for custom services, (iii) executing a written SOW for such customized Licensed Product(s) and/or Services with Illuminate. The Parties explicitly agree that, regardless of the confirmation of subscription method discussed herein that is utilized by Client, any additional and/or varying terms included in the Client's purchase order are hereby deemed null and void, including terms that attempt to override this specific provision. Upon mutual consent, each SOW will be incorporated into this Agreement. Each Client Order and/or SOW will specify the Licensed Product(s) and/or Services and specific terms and conditions applicable to that order. In the event of any conflict between this Agreement and a SOW, the mutually agreed upon and executed SOW shall control, except this Agreement shall govern all terms relating to intellectual property rights, confidential information, warranty, indemnity, and liability. Subject to the terms and conditions of this Agreement [including all incorporated documents as set forth in Section 15(k) herein], Illuminate will provide the Licensed Product(s) and/or Services described in the initial Client Order. Additional Client Orders and/or SOWs may be entered into by the Parties to subscribe to additional or different features of the Licensed Product(s) and/or Services. Unless designated as replacing a specific Client Order and/or SOW, subsequent Client Orders and SOWs will be considered in addition to currently effective Client Orders and SOWs.

2. License.

(a). **License Grant.** Subject to the terms and conditions of this Agreement, including Illuminate's Privacy Policy, which is incorporated fully herein by reference, Illuminate grants to Client a limited, revocable, annual (or multi-year as specified in Illuminate's Client Order), non-exclusive, non-transferable license during the Subscription Period, to access the Licensed Product(s) and/or Services through the User IDs and to operate the features of the Licensed Product(s) and/or Services according to the Documentation under normal circumstances. Client is only granted licensed access to any customized software and/or content delivered in accordance with a valid Client Order and/or SOW during the Term of said Client Order. Termination of the Client Order or underlying Licensed Product will terminate access to customized content. No source code or technical-level documentation to the Licensed Product(s) and/or Services is licensed under this Agreement.

(b). **User IDs.** Illuminate will issue Client's system administrator access to Client's designated user(s) that will have the ability to issue a singular User ID and password to each student, teacher, and administrator for access to and to utilize the Licensed Product(s) and/or Service(s) specified in the applicable Client Order and/or SOW. Client shall limit the total number of issued User IDs and passwords to the student count noted for each Licensed Product and/or Service on the Client Order; provided that said student count does not limit the total number of teacher and administrator User IDs and passwords that Client may issue. Each User ID may only be used to access the Services during one (1) concurrent login session. Client shall not allow Client Personnel and/or students to share User IDs with any third parties, which require prior written approval for access by Illuminate. "Client Personnel" is defined as Client's internal employees, who shall be bound by confidentiality restrictions at least as restrictive as this Agreement provides, explicitly excluding contractors and/or vendors that are not granted access herein. Client is responsible for all activity occurring under its User IDs and control of said User IDs, including the corresponding password credentials. Client is responsible for all use of the Licensed Product(s)

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and/or Services by Client Personnel, students Client grants access to, for maintaining the confidentiality of all User IDs, and promptly notifying Illuminate of any actual or suspected unauthorized use of the Licensed Product(s) and/or Services. Illuminate reserves the right to suspend or terminate any Client user that Illuminate determines may have been used for an unauthorized purpose.

(c). **Limitations.** Client agrees that it will not and will not permit any Client Personnel or other party to: (i) permit any party to access or use the Licensed Product(s) and/or Services, Software, or Documentation, other than Client Personnel explicitly authorized by Illuminate; (ii) modify, adapt, alter or translate the Software or Documentation, except as expressly allowed hereunder; (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer the Licensed Product(s) and/or Services, Software, or Documentation to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or algorithms, structure or organization) of the Software; (v) use or copy the Software or Documentation except as expressly allowed hereunder; (vi) disclose or transmit any data contained in the Software to any individual other than Client Personnel. To the extent permitted under the law, Client shall hold Illuminate harmless from any and all claims relating to Client's misuse of Licensed Product(s) and/or Services rendered by Illuminate to Client, including Illuminate's intellectual property.

(d). **Client Responsibility.** Client shall perform the responsibilities necessary to establish Client's use of the Licensed Product(s) and/or Services, including (i) providing Client Personnel lists to setup User IDs, (ii) properly maintaining all associated equipment, software and environmental conditions in accordance with applicable industry standards and/or specifications Illuminate may provide Client, and (iii) designating Client Personnel to participate in training.

3. Acceptable Use Policy. Client acknowledges and agrees that Illuminate does not monitor or police the content of communications or data of Client or its users transmitted through the Licensed Product(s) and/or Services, and that Illuminate shall not be responsible for the content of any such communications or transmissions. In using the Software, Licensed Product(s), and/or Services, Client agrees to the following: (i) Client shall not incorporate into or otherwise transmit through the Software, Licensed Product(s), and/or Services any content that violates or infringes the rights of others, including without limitation any material that: (A) may be abusive, indecent, threatening, obscene, harassing, violent, defamatory, libelous, fraudulent, or otherwise objectionable; (B) encourages or otherwise promotes conduct that would constitute a criminal offense or give rise to civil liability; (C) impersonates any person or entity or that otherwise misrepresents Client's affiliation with a person or entity; (D) contains malicious code; (E) is in violation of the CAN-SPAM Act or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications, or the transmission of emails to an individual or entity with which Client has no preexisting relationship; (F) includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable individual would consider private in nature, (G) violates any privacy, intellectual property or proprietary right of another; (H) is pornographic or sexual in nature; (I) expressly targets children under the age of 13; or (J) is unlawful or otherwise objectionable, in Illuminate's sole opinion; and (ii) Client shall ensure that Client's use of the Software and/or Services is at all times compliant with all applicable local, state, federal and international law, regulations and conventions, including without limitation, those related to data privacy, international communications, and the exportation of data of any kind, regulations of the U.S. Securities and Exchange Commission and/or any rules of a securities exchange in the U.S. or elsewhere.

4. Reservation of Rights.

(a). **Illuminate.** Illuminate expressly reserves all rights in the Licensed Product(s), Services, Software, Documentation, and all other materials provided by Illuminate hereunder not specifically granted to Client. It is acknowledged that all right, title and interest in the Licensed Product(s), Services, Software, Documentation, and all other materials provided by Illuminate hereunder, including, but not limited to any update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with Illuminate (or third party suppliers, if applicable) and that the Licensed Product(s), Services, Software, Documentation, and all other materials provided by Illuminate hereunder are licensed on a subscription basis and not transferred to Client apart from the temporary license(s) discussed herein.

(b). **Client**. Client expressly reserves all rights in any data that Client (or Client Personnel/student users) loads or enters into the Licensed Product(s) and/or Services and all results from processing such data, including compilations, and derivative works thereof (the "Client Data"), except that Client grants Illuminate a non-exclusive, royalty-free, license to use, reproduce, and create derivative works of the Client Data in operating the Licensed Product(s) and/or Service features for Client's benefit as is explicitly permitted under the law. Additionally, Illuminate may use and distribute the Client Data for any lawful purpose outside the scope of the Agreement, provided always that such Client Data must be aggregated and/or de-identified (e.g., the development of Illuminate's products and/or services, as authorized under F.E.R.P.A. and applicable state laws). Client represents and warrants that Client has all rights under applicable law to provide and input in the Licensed Product(s) and/or Services the Client Data, including any personally identifiable information of any of the students and or other persons included therein.

5. Term. Unless earlier terminated pursuant to this Agreement, this Agreement shall be in effect pursuant to the dates set forth in the Client Order and/or SOW ("Initial Term"), and thereafter may be renewed for additional one (1) year periods upon each anniversary of the commencement of the Initial Term (each subsequent period will be known as a "Renewal Term" and together with the Initial Term, the "Term"). The Renewal Term(s) will be invoiced at then-current rates; provided that Illuminate does not enter into a multi-year item price agreement with Client, as denoted in the attached Client Order. Expiration or termination of one Client Order and/or SOW shall not affect any other Client Order and/or SOW, unless the Agreement Term expires or the Agreement as a whole is terminated under Section 14 ("Termination").

6. Client Support. During the Subscription Period for the applicable Services, Illuminate will provide the following standard customer support:

(a). **Web & Phone Support.** Client's designated representative(s) shall have access to Illuminate's technical support via website/email and telephone and may use the website/email to submit service requests. Illuminate will use reasonable efforts to respond in a timely manner under the given circumstances.

(b). **Client's Responsibilities**. To receive support, Client shall: (i) report errors or suspected errors for which support is needed, and supply Illuminate with sufficient information and data to reproduce the error; (ii) procure, install, operate and maintain hardware, operating systems

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and other software that are compatible with the most current supported version of Software; (iii) establish adequate operational back-up provisions in the event of malfunctions or errors; (iv) maintain an operating environment free of any modifications or other programming that might interfere with the functioning of Software; (v) maintain hardware and system software consistent with Illuminate's minimum requirements; and (vi) timely install all fixes and new versions supplied by Illuminate in the proper sequence, and have the most current version of Software installed (if applicable). Client acknowledges that fixes and new versions may be made available electronically, and that, in some cases, Illuminate may maintain email distribution lists that are used to notify Clients of the availability of fixes and new versions and to provide other information to Clients that are eligible for support. Client shall be responsible for including the appropriate Client Personnel on any such email distribution lists of Illuminate so that Client receives such notifications and other information.

(c). **Service Upgrades and Scheduled Downtime.** Client shall receive, through the Licensed Product(s) and/or Services, generally available versions and releases for the Software, as designated by Illuminate in its sole discretion and that Illuminate generally offers to its other clients in Illuminate's sole discretion, and at no additional charge (beyond current support and subscription fees). Illuminate may from time to time schedule downtime for maintenance and upgrades. Illuminate may provide Client notice of any scheduled downtime, including any scheduled user disruption, if the circumstances permit such notice. Illuminate will strive to perform updates during non-peak hours.

7. Professional Services. In consideration of Client's payment of the applicable and non-refundable fees and expenses set forth in the Client Order or SOW for professional services, Illuminate will provide Client the professional services set forth therein, which may include attendance at designated training sessions provided by Illuminate as set forth herein ("Professional Services"). Training and/or consultation sessions may be conducted, as Illuminate deems appropriate or as explicitly agreed upon in writing on the Client Order or SOW at the time of purchase, at Illuminate's training facility, at Client's location, or by teleconference.

(a). **Use Period**. All Professional Services must be invoiced/prepaid or paid in the same manner as agreed to with other Licensed Products included on the applicable Client Order and utilized by Client within one (1) year of purchase. Illuminate, in its sole discretion, may extend this period up to a maximum of one (1) additional year to utilize said Professional Services; however, regardless of whether the Professional Services use period described herein is extended, Client's non-utilization of purchased Professional Services will be deemed null and void upon expiration of the applicable use period.

(b). **Third Party Integration**. Illuminate, in its sole discretion, will assist Client with integration of Licensed Product(s) with Client's third-party applications and/or content that are compatible in nature. Due to the potential access of students' personally identifiable information, Illuminate provides said integration only at the request of Client in writing. Client is solely and entirely responsible for compliance with local, state, and federal laws corresponding with integrations, as well as ensuring authorized access to said applications and/or content. To the extent permitted under the law, Client agrees to indemnify and hold Illuminate harmless for any actions and/or omissions pertaining to the integration.

8. Hosting.

(a). **Availability.** Client acknowledges and agrees that the hosted Licensed Product(s) and/or Services may be inaccessible or inoperable from time to time due to planned maintenance or to causes that are beyond the control of Illuminate or are not reasonably foreseeable by Illuminate, including, but not limited to: (i) the interruption or failure of telecommunication or digital transmission links; (ii) hostile network attacks; (iii) network congestion; (iv) or other failures (collectively "Downtime"). Illuminate shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Licensed Product(s) and/or Services caused by Downtime, whether scheduled or not.

(b). **Security.** Client will not: (i) breach or attempt to breach the security of the hosting environment or any network, servers, data, computers or other hardware relating to or used in connection with the Licensed Product(s) and/or Services, or any third party that is hosting or interfacing with any part of the Licensed Product(s) and/or Services; or (ii) use or distribute through the Licensed Product(s) and/or Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Licensed Product(s) and/or Services or the operations or assets of any other customer of Illuminate or any third party. Client will comply with any potential user authentication requirements for use of the Licensed Product(s) and/or Services. Client is solely responsible for monitoring its authorized users' access to and use of the Licensed Product(s) and/or Services. Illuminate has no obligation to verify the identity of any person who gains access to the Licensed Product(s) and/or Services by means of an access ID. Any failure by any authorized user to comply with the Agreement shall be deemed to be a material breach by Client, and Illuminate shall not be liable for any damages incurred by Client or any third party resulting from such breach. Client must immediately take all necessary steps, including providing notice to Illuminate, to affect the termination of an access ID for any authorized user if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred in relation to hosted Licensed Product(s) and/or Services.

(c). **Data.** Client has sole responsibility for the legality, reliability, integrity, accuracy and quality of the data it processes through and submits to the hosting environment.

9. Fees and Payment.

(a). **Subscription Fees.** Subscription Fees (set forth in each Client Order and/or SOW) are payable in advance pursuant to subsection 9(b) below. Illuminate will issue an invoice for each payment annually.

(b). **Fees**. All fees and expenses will be invoiced and are payable net thirty (30) days after the invoice date and are non-refundable after being granted access to any products and/or the commencement of internal preparations to provide Professional Services. Such other fees and expenses along with the corresponding fees for Licensed Product(s) and/or Services are collectively "**Fees**".

(c). **Renewals; Enrollment Increases**. Prior to any Renewal Term, Client shall provide Illuminate with an updated student count for proper invoicing and to maintain an accurate number of students accessing the Licensed Product(s) and/or Services specified in all applicable Client Orders. Illuminate reserves the right to validate, adjust, and/or invoice for variation of Client's student count based on information provided to state reporting agencies. If an increase in student enrollment in excess of five percent (5%) occurs, then Client shall remit payment for additional student access to Licensed Product(s) and/or Services in accordance with Illuminate's supplemental invoice. Such additional fees will be calculated by multiplying the then-current per student fee for Licensed Product(s) and/or Services by Client's additional enrollment. Additionally, in the event a Client Order includes discounted pricing for bundled Licensed Product(s) and/or Services and Client terminates any Licensed Product(s) and/or Services within the bundle, Illuminate

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reserves the right to invoice Client at then-current pricing for the non-terminated Licensed Product(s) and/or Services. Illuminate may supply new or modified policies or other terms and conditions to Client related to the provision of Licensed Product(s) and/or Services in a renewal term in order to remain compliant with applicable laws and/or Illuminate's uniform procedures, in which event such new or modified policies or other terms and conditions will govern Illuminate's provision of Licensed Product(s) and/or Services in such renewal term.

(d). **Late Payment.** Client may not withhold or "setoff" any amounts due hereunder. Illuminate reserves the right to suspend Services, including access to the Software, and Professional Services (if any) until all undisputed past due amounts are paid in full after giving Client advance written notice and an opportunity to cure as specified in Section 13 ("**Notices**") and Section 14 ("**Termination**"). Illuminate also reserves the right to charge Client a 1.5% late fee for any outstanding invoices that exceed ninety (90) days past due.

(e). **Certain Taxes.** Fees quoted do not include and Client shall pay, and to the extent permitted under the law, indemnify and hold Illuminate harmless from all gross receipts, value-added, personal property or other taxes, and all applicable duties, tariffs, assessments, export and import fees or similar charges (including interest and penalties imposed thereon) on the transaction contemplated herein, other than taxes based on the net income or profits of Illuminate. If client is exempt from federal, state, sales, and use taxes the client will not be charged the same upon providing Illuminate with sufficient evidence of said exemption.

10. Confidential Information.

(a). **Definitions.** For purposes of this section, a Party receiving Confidential Information (as defined below) shall be the "**Recipient**" and the Party disclosing such information shall be the "**Discloser**" and "**Confidential Information**" means all information disclosed by Discloser to Recipient during the Term and marked as "confidential" or "proprietary". Client hereby acknowledges that the Services (including any Documentation, Software, and any translations, compilations, partial copies and derivative works thereof) will be considered Confidential Information belonging exclusively to Illuminate (or its designated third party supplier), and Illuminate hereby acknowledges that Client Data will be considered Confidential Information belonging to Client, in each case regardless of whether or not marked as "confidential" or "proprietary".

(b). **Covenant.** To the extent permitted by law, recipient hereby agrees that during the Term and at all times thereafter it shall not (i) disclose such Confidential Information of the Discloser to any person or entity, except to its own personnel having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser; (ii) use Confidential Information of the Discloser except to exercise its license rights or perform its obligations under this Agreement; or (iii) alter or remove from any Confidential Information of the Discloser any proprietary legend. Recipient shall use at least the same degree of care in safeguarding the Confidential Information of the Discloser as it uses in safeguarding its own confidential information of a similar nature, but in no event shall less than due diligence and reasonable care be exercised. Upon the earlier of Discloser's written request or termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall return or destroy (as instructed by Discloser) all Confidential Information of Discloser in its possession or control and cease all further use thereof. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information to the extent that such disclosure is necessary for the Recipient to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order.

(c). **Educational Research (Applicable to Only Select Clients)**. Subject to the terms and conditions contained herein, including Illuminate's privacy policy and/or a data sharing agreement entered into with Client, Client hereby grants Illuminate the right to share deidentified data that has entirely omitted any and all personally identifiable information with the University of Minnesota (***FAST product customers only***) and/or University of Virginia (***PALS product customers only***) for educational research purposes. Client's use of these products is conditional upon Client's consent of this provision and necessary to the provision of the products to Client.

(d). **Injunctive Relief.** Recipient acknowledges that violation of the provisions of this section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

11. Disclaimers.

(a). **DISCLAIMER OF OTHER WARRANTIES. SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (UNLESS EXPLICITLY PROVIDED FOR HEREIN), AND ILLUMINATE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND POTENTIAL IMPLEMENTATION DELAYS. ILLUMINATE DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE LICENSED PRODUCT WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE OR CLOUD HOSTING WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE, ILLUMINATE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY OR OTHERWISE. CLIENT AGREES THAT THE USE OF SOFTWARE AND SERVICES IS AT CLIENT'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ILLUMINATE OR AN ILLUMINATE REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO CLIENT.**

(b). **Limited Non-Infringement Warranty.** Illuminate warrants that it has the right to license to Client the Software and Services as contemplated by this Agreement. Illuminate represents and warrants that as of the date the Software and Services is first made available hereunder, when properly used in accordance with the Documentation and this Agreement, will not misappropriate or infringe any third party's intellectual property rights recognized under any trade secret law, any U.S. copyright, or U.S. patent issued as of the Effective Date.

(c). **Limited Privacy Warranty.** Illuminate hereby recognizes that the Client Data which Client provides to Illuminate may include personally identifiable information of students. In order for Illuminate to carry out

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its obligations under this Agreement, it is necessary for Illuminate to use the Client Data. Illuminate agrees to use the Client Data, some of which may contain personally identifiable information of students, only for the purpose of fulfilling its obligations under this Agreement. Illuminate agrees all usage of Client Data shall be in compliance with the requirements of applicable privacy laws. Illuminate warrants that it has put in place reasonable and appropriate security, technical, and organizational measures to protect its usage of the Client Data against accidental or unlawful destruction or accidental loss, alterations, and unauthorized use, disclosure, or access. Illuminate also warrants that it shall not disclose to, permit the disclosure to, or provide access to the Client Data to any third parties, except as is necessary for Illuminate to fulfill its obligations under this Agreement and under the law. In the event the Client or any third party believes there has been a material breach of this provision, Illuminate shall have a reasonable amount of time, which will be a minimum of thirty (30) days from the date of receiving written notice to cure any such alleged breach.

12. Limitation of Liabilities. The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

> **ILLUMINATE SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, SOFTWARE, THIRD PARTY SOFTWARE, SUPPORT, HOSTING, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF ILLUMINATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS AGREEMENT, CLIENT SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CLIENT TO ILLUMINATE HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT, ITEM OR SERVICE ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS.**

13. Notices. Notices sent to either Party shall be effective when delivered electronically or physically to the address designated by Client and in the case of Illuminate to the attention of: Illuminate Legal Department to the address listed as Illuminate's principal place of business herein and in the case of Client to the recipient provided by Client at the commencement of the Services and/or use of Software. Notices must be in writing. Each Party may change its address for receipt of notice by giving notice of such change to the other Party.

14. Termination.

(a). **Termination for Breach.** Illuminate shall have the right to immediately suspend performance under this Agreement in the event that Client is in breach of any of its obligations under this Agreement. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that Illuminate shall have the right to terminate this Agreement immediately upon written notice in the event that Client breaches any of its obligations under Section 10. Client further acknowledges that, as breach of the provisions of Section 10 could result in irreparable injury to Illuminate, Illuminate shall have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

(b). **Liquidated Damages.** In the event that Client enters into a multi-year contract with Illuminate and Client terminates the contract or any portion thereof, Client agrees to pay Illuminate the remaining sum due to Illuminate through the stated term of the Client Order and/or SOW as liquidated damages, as actual damages being impossible to calculate. This clause shall not apply in the event Client terminates this Agreement as a result of Illuminate's breach in accordance with Subsection 14(a) herein. Notwithstanding the foregoing, Client shall not be liable for said liquidated damages in the event that: (i) Client provides Illuminate at least thirty (30) days' advance notice of termination prior to the effective date anniversary; and (ii) said termination is a result of the non-appropriation of funds for Client's contract. Client shall not utilize this clause as a right to terminate the contract for convenience. Illuminate reserves the right to seek documentation evidencing the non-appropriation of funds.

(c). **Survival.** Upon termination or expiration of this Agreement for any reason: (i) all rights and obligations of both Parties (except for Client's payment of all Fees then owing), including all licenses granted hereunder, shall immediately terminate except as provided below; (ii) within thirty (30) days after the effective date of termination, each Party shall comply with the obligations to return or destroy, at Illuminate's sole discretion, all Confidential Information of the other Party, as set forth in Section 10 ("**Confidential Information**"). The following Sections and Subsections will survive expiration or termination of this Agreement for any reason: Section 4 ("**Reservation of Rights**"), Section 10 ("**Confidential Information**"), Section 11 ("**Disclaimers**"), Section 12 ("**Limitation of Liabilities**"), Section 14(c) ("**Survival**"), and Section 15 ("**General Provisions**"). Upon termination, as long as Client is not in breach, if requested, Illuminate shall make a final backup of Client data and provide the backup media to Client at Illuminate's then-current rates in a readily usable form in accordance with industry standards.

15. General Provisions.

(a). **Assignment.** Client may not assign this Agreement to any third party without Illuminate's prior written consent. Any assignment in violation of this section shall be void. The terms of this Agreement shall be binding upon permitted assignees.

(b). **Choice of Law.** This Agreement and any action related thereto shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of law principles. Each of the Parties hereto agrees to be subject to the exclusive jurisdiction, and venue shall reside, in the state and federal courts located in Orange County, California for the purpose of adjudicating any dispute relating to or arising out of this Agreement and irrevocably consent to exclusive personal jurisdiction and venue of state and federal courts located therein. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Any claim against Illuminate must be brought within one (1) year after it arose, or be barred.

(c). **Compliance with Export Regulations.** Client has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; to the extent permitted under the law, shall indemnify and hold Illuminate harmless from, and bear all

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expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be developed or provided herein. Client shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by regulation or statute, without the prior written consent, if required, of the administrator of export laws (e.g., in the U.S., the Bureau of Export Administration of the U.S. Department of Commerce).

(d). **Construction.** Except as otherwise provided herein, the Parties rights and remedies under this Agreement are cumulative. The term "including" means "including without limitation."

(e). **Force Majeure**. Neither Party shall be liable for delays caused by events beyond its reasonable control, except non-payment of amounts due hereunder shall not be excused by this provision.

(f). **Severable.** Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Without limiting the generality of the foregoing, Client agrees that the section titled Limitation of Liabilities will remain in effect notwithstanding the enforceability of any other provision herein.

(g). **Waiver**. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Nothing herein shall be interpreted as a waiver of Client's governmental immunity for individual employees, if any, as provided for by state law.

(h). **Counterparts; Facsimile Signature**. Illuminate requires Client's execution of select Client Orders and/or SOWs, all of which are incorporated into this Agreement, and may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any Client Order and/or SOW is executed in counterparts, no signatory hereto shall be bound until both the Parties named below have duly executed or caused to be duly executed a counterpart of said Client Order and/or SOW. A signature received by either Party by facsimile or email is binding upon (the other Party) as an original.

(i). **Client Authorization; Enforceability.** Client represents and warrants that (i) it has obtained all necessary authorizations to enter into this Agreement and all related SOWs, (ii) the person signing and/or consenting on behalf of Client is a duly authorized representative of the Client, and (iii) this Agreement is a duly authorized binding and enforceable obligation of Client.

(j). **Independent Contractors.** Client's relationship to Illuminate is that of an independent contractor, and neither Party is an agent or partner of the other. Client will not have and shall not represent to any third party that it has any authority to act on behalf of Illuminate.

(k). **Entire Agreement.** This Agreement, Illuminate's Privacy Policy, the attached Client Order, Illuminate's SOWs (if applicable), and Client's purchase order (without any added terms and conditions that may be contained therein) incorporated by reference constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be amended only by a written document signed by both Parties. The headings of sections of this Agreement are for reference purposes only and have no substantive effect.

I hereby affirm that I am authorized to execute this Agreement and commit to the obligations set forth herein, including but not limited to, remit payment for all Licensed Products and/or Services procured.

ILLUMINATE EDUCATION, INC.

DocuSigned by:

By: Dick Davidson
354B79B8296D4D7...
Authorized Signature

Name: Dick Davidson

Title: Chief Financial Officer

Date: 6/1/2020

CLIENT: _____

By: _____
Authorized Signature

Name: _____

Title: _____

Date: _____

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Master Subscription Licenses & Services Agreement Addendum

The Parties hereby agree to the amend the attached Master Subscription Licenses & Services Agreement in accordance with the terms set forth herein.

Section 15(b) "General Provisions – Choice of Law" is hereby partially amended with respect to only the relevant language detailed below:

> This Agreement and any action related thereto shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to conflicts of law principles. Each of the Parties hereto agrees to be subject to the exclusive jurisdiction, and venue shall reside, in the state and federal courts located in Minneapolis, Minnesota for the purpose of adjudicating any dispute relating to or arising out of this Agreement and irrevocably consent to exclusive personal jurisdiction and venue of state and federal courts located therein.

I hereby affirm that I am authorized to execute this Agreement and commit to the obligations set forth herein, including but not limited to, remit payment for all Licensed Products and/or Services procured.

ILLUMINATE EDUCATION, INC.

By: DocuSigned by: Dick Davidson 354B79B8296D4D7... Authorized Signature

Name: Dick Davidson

Title: Chief Financial Officer

Date: 6/1/2020

CLIENT: _____

By: _____ Authorized Signature

Name: _____

Title: _____

Date: _____

Request for Board Action

Item Title
One Harris Group Amendment

Recommended Motion
Included in Consent Agenda

Requesting Division
Operations

Item File Number
2020-12694

Meeting Date for Action
6/9/2020

Reason for Board Action
Contract over $500,000 (Fund 6)

Background
The work includes district wide upgrades to the Building Automation Systems to provide a uniform software platform to manage building systems. Construction is underway and additional minor improvements were identified at Sheridan, Waite Park, Field and the Nutrition Center. This work is included in Change Order No. 2.

Timeline/Next Steps
Receive board approval for FY21 contract at 6/9 BOE general session.

Contract Amount
Amendment Amount: $73,759

Accumulative Amount: $910,421

Contract Term
Substantial Completion date of 12/31/2020

Contract Type
Master

RFP Status
Completed

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
MPS FY2020 BAS Upgrades 6 Sites	Contract For: BAS Upgrade Date: 9/28/2019	Change Order Number: 2 Date: 5/22/2020
OWNER: *(Name and address)*	**ARCHITECT:** *(Name and address)*	**CONTRACTOR:** *(Name and address)*
MPS Special School District #1 1250 W. Broadway Minneapolis, MN 55411	KFI Engineers 670 County Road B W St. Paul, MN 55113	Harris Controls 909 Montreal Circle St. Paul, MN 55102

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original Contract Sum was	$	808,060.00
The net change by previously authorized Change Orders	$	28,602.00
The Contract Sum prior to this Change Order was	$	836,662.00
The Contract Sum will be increased by this Change Order in the amount of	$	73,759.00
The new Contract Sum including this Change Order will be	$	910,421.00

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
KFI Engineers	Harris Controls	Minneapolis Public Schools
SIGNATURE	SIGNATURE	SIGNATURE
Robert Linder, P.E.		
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE	DATE	DATE

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User Notes: (3B9ADA5D)

Request for Board Action

Item Title
Contract with Hays Insurance

Recommended Motion
Included in Consent Agenda

Requesting Division
Finance

Item File Number
2020-4400000553

Meeting Date for Action
6/9/2020

Reason for Board Action
Contract over $100,000

Background
To provide risk management consulting services, including a dedicated loss control professional and workers compensation professional for up to 40 hours annually, as more specifically set forth in terms and conditions.

Timeline/Next Steps
This is the annual contract with Hays for the placement of insurance for the district. The district's policy must be renewed annually.

Contract Amount
$1,053,954

Contract Term
07/01/2020 to 06/30/2021

Contract Type
Master

RFP Status
Single Source, RFP Not Required

INSURANCE SERVICES AGREEMENT

This **Insurance Services Agreement** ("Agreement") is made and entered into effective this **1st day of July, 2020**, by and between **Hays Companies, Inc.** ("Company") and **Minneapolis Public Schools** ("Client").

WHEREAS, the Client desires to retain the Company to perform certain insurance-related services as set forth in this Agreement; and

WHEREAS, the Company is in the business of providing such services;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. **Services**.

1.1 **General**. The Client hereby retains the Company, upon the terms and conditions set forth herein, to provide the services set forth in this Agreement with regard to the following lines of coverage:

General Liability
Commercial Automobile Liability
School Board Legal Liability
Property
Cyber Liability

1.2 **Types of Services**. The Company and/or its affiliates shall provide the following defined services to the Client under this Agreement:

Services related to Property program: The Company and/or its affiliates shall provide risk management consulting services, including a dedicated loss control professional and workers compensation professional for up to forty (40) hours annually, as more specifically set forth in ***Exhibit A*** attached hereto and incorporated herein by reference.

Services related to Casualty program, to include General Liability, Commercial Automobile Liability, School Board Legal Liability, and Cyber Liability:

a. Assist the Client in reviewing and assessing the Client's insurance needs, objectives, and goals;
b. Make recommendations to the Client in connection with the Client's insurance coverages;
c. Negotiate with insurance companies to obtain for the Client new and renewal premium and coverage quotes;
d. Facilitate the placement of coverage with insurance companies upon the Client's authorization;
e. Review policies and endorsements for conformity to the Client's specifications and deliver coverage binders to Client;
f. Respond to inquiries from the Client with regard to particular insurance matters;
g. Assist the Client in establishing procedures for reporting claims and discuss with Client specific insurance claims;

h. Make trained staff available to meet regularly with the Client's designated representatives to discuss insurance and risk management strategies and goals;
i. Provide any other services agreed to by the Company and the Client.

1.3 **Information**. The Company shall make available to the Client upon its request documents and information reasonably requested relating to the Client's account. The Client shall provide to the Company all information reasonably requested by the Company in order to fulfill its obligations under this Agreement. The Client shall report to the Company any material changes in its exposures, loss or other relevant items which are pertinent to the provision of services under this Agreement. The Company may rely on all information provided by the Client and on all decisions made and approvals given by the Client in connection with this Agreement. The Company is under no obligation to verify the accuracy or completeness of the information provided by the Client, and the Company shall have no liability or responsibility for any inaccuracies in the information provided by the Client. The Company may supply information provided by the Client to any insurance company or intermediary or employee as necessary to fulfill its obligations under this Agreement, but will otherwise take reasonable steps to ensure the confidentiality of such information.

1.4 **Placement of Insurance**. The Company is hereby authorized to assist the Client in discussions and transactions with insurance companies, provided that the Company shall not place any insurance coverage on behalf of the Client unless authorized by the Client to do so. The Company may utilize the services of affiliated or non-affiliated intermediaries to assist in the placement of the Client's insurance coverage, including brokers in London and other markets, provided that any such intermediaries shall be compensated directly by the applicable insurance company out of premiums paid by the Client. The parties acknowledge that the Company sells insurance and that the Client is under no obligation to purchase any insurance through the Company and that the Company does not have the authority to make binding commitments on behalf of any particular insurance company. Upon request, the Company shall provide to the Client additional information about its licensure status and the companies by which it is appointed to sell insurance.

1.5 **Additional Available Services**. The Company may be able to make available to the Client, for an additional negotiated fee, additional services which may include, but are not limited to, services relating to workforce strategies, environmental risk, operations and asset analysis, risk management claims information systems, additional claims services, establishment and administration of captive insurance companies, nonrecurring insurance placements, actuarial services, employee benefits services, and private personal client services. The Client may consult with the Company if it is in need of such services.

2. **Compensation**. The Client shall pay to the Company the following negotiated compensation, which the parties agree are reasonable in relation to the services to be performed under this Agreement:

2.1 **Casualty Fee**. The Client shall pay the Company an annual fee of $14,419.00 for the casualty program placements with the exception of Cyber Liability. The Company shall send to the Client an invoice upon execution of this Agreement in the amount of

$14,419.00 and the Client shall remit payment to the Company within thirty (30) days of the receipt of such invoice.

Company intends to perform these services on a fee basis only. Should Company receive any regular commissions for casualty placements, as defined in paragraph 4.1, Company shall disclose to Client such compensation and credit any regular commissions against the annual fee to be paid by Client. In the event such commissions in any contract year exceed the Company's annual fee for that year, any excess commissions shall be carried forward and applied against the Company's annual compensation for subsequent years.

2.2 **Property Fee.** The Client shall pay the Company an annual fee of $27,500.00 for the property program placements. The Company shall send to the Client an invoice upon execution of this Agreement in the amount of $27,500.00 and the Client shall remit payment to the Company within thirty (30) days of the receipt of such invoice.

Company intends to perform these services on a fee basis only. Should Company receive any regular commissions for property placements, as defined in paragraph 4.1, Company shall disclose to Client such compensation and credit any regular commissions against the annual fee to be paid by Client. In the event such commissions in any contract year exceed the Company's annual fee for that year, any excess commissions shall be carried forward and applied against the Company's annual compensation for subsequent years.

2.3 **Commission.** Company shall receive compensation for services relative to the Cyber Liability coverages via regular commissions as defined in paragraph 4.1 herein.

As described in paragraph 4.2, insurance companies may also pay the Company certain contingent commissions and supplemental incentive payments, which shall be retained by the Company and are in addition to the fees set forth in this paragraph. The fees set forth in this paragraph are not required by or part of the premium payable to any insurance company and are unrelated to the sale of any specific policy.

2.4 **Service Hours.** The parties agree that forty (40) hours are included in the compensation structure, and claims/loss control services above 40 hours will be invoiced by Company to Client at $150.00 per hour.

2.5 **Substantial Changes**. In the event that there are significant changes in the Client's operations which materially affect the nature and scope of the Company's obligations under this Agreement, the Company and the Client shall negotiate in good faith an appropriate modification of the fees payable under this Agreement.

2.6 **Additional Expenses**. In certain cases, the Company may facilitate insurance placements on the Client's behalf which require the payment of taxes or fees to state regulators, boards, or associations. The Client shall be responsible for any such fees or taxes, which shall be separately identified on invoices provided by the Company to the Client.

3. **Term of Agreement.**

3.1 **Duration**. This Agreement shall remain in effect until June 30, 2021 and may be extended for subsequent periods by mutual written agreement of the parties.

3.2 **Termination**. The Company or the Client may terminate this Agreement without cause at any time upon thirty (30) days written notice. Either party may terminate this Agreement without notice and for cause, which shall include a material breach of this Agreement, including non-payment of fees, gross negligence, or illegal act by the other party. In the event of an early termination of this Agreement, the Company's fee will be deemed earned on a pro-rata basis except when policies of insurance have been substantially negotiated or placed, in which event, the minimum earned fee shall be no less than 50% of annual fee stated in paragraph 2.1.

4. **Sources of Insurer Compensation**. The Company may, whether related or unrelated to the services provided under this Agreement, be compensated from insurance companies in a variety of ways, including the following:

4.1 **Regular Commissions**. Insurance companies with which the Company places business generally pay the Company commissions for the placement or renewal of policies. In most cases, such commissions are calculated as a percentage of the premium paid to the insurance company for a specific policy and are included in the Client's premium costs. Occasionally the commission may be a fixed amount negotiated between the Company and the insurance company.

4.2 **Contingent Commissions and Other Incentive Payments**. Many of the insurers with which the Company places business grant the Company the opportunity to receive contingent commissions or supplemental income. Unlike regular commissions, contingent commissions and supplemental income are not tied to a specific policy, but rather are generally tied to various criteria relating to the overall business the Company places with those insurers, typically measured on an annual basis. These contingent commissions and supplemental income may be based on a number of factors relating to the business placed by the Company with the insurance company, including growth in premium, loss ratios, total written premium, premium volume, retention of business, profitability and/or other criteria. In connection with the placement of insurance, the Company may also receive compensation from intermediaries, such as wholesalers, other agencies and brokers, or re-insurers. In addition, some insurance companies offer the Company other incentives or payments, such as marketing or administrative support, promotional fees, educational costs, and/or prizes, gifts, or awards (e.g. meals, trips, etc.). In some cases, the Company may enter into relationships with an insurance company whereby the Company provides the insurer with additional services for which the Company receives a fee, such as premium finance contracts, policy or claims administration, or loss control services. In some cases, the Company may own stock in a particular insurance company or reinsurance company.

4.3 **Interest Income**. In some cases where the Client pays for insurance policies through the Company, instead of by direct payment to the insurance company which issued the policy, the Company may receive income from interest occurring on amounts held for payment to insurers.

4.4 **Additional Information Available**. The Company will disclose to the Client upon its request, to the extent reasonably possible, the actual or anticipated compensation the Company receives in connection with the issuance or placement of insurance business on behalf of the Client and will upon the Client's request provide additional information about the Company's contingency fee and supplemental income arrangements with particular insurance companies.

5. **Miscellaneous**.

5.1 **Independent Contractor Status**. This Agreement is one of an independent contractor relationship and does not constitute any type of employment, partnership, joint venture, or similar undertaking between the Company and Client.

5.2 **Legal Responsibility**. Neither party shall have liability for any failure or delay in performance of its obligations under this Agreement because of circumstances beyond its reasonable control, including, without limitation, acts of God, fires, floods, earthquakes, acts of war or terrorism, civil disturbances, sabotage, etc. The Company shall not be responsible for the solvency or claims payments or denials of any insurance company. The Company shall not be responsible for the adequacy or effectiveness of any insurance policies or programs arranged by another broker prior to the retention of the Company. Within four (4) months after being retained by the Client, however, the Company shall review the Client's existing insurance programs and policies and make recommendations to the Client concerning its insurance programs. The Company shall not be liable for any special, consequential, or punitive damages or for any lost profit or other economic loss in connection with, or arising out of, services provided under this Agreement.

5.3 **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota without reference to its conflicts or choice of law principles.

5.4 **Entire Agreement**. This Agreement constitutes the entire and complete understanding of the parties with respect to the subject matter contained herein and supersedes all prior oral or written agreements, understandings, and negotiations with respect to such matters. This Agreement may be modified or amended only in a writing signed by the parties.

5.5 **No Waiver**. No failure or delay on the part of any party in exercising any of its rights, powers, or remedies hereunder shall operate as a waiver thereof.

5.6 **Assignments**. This Agreement may not be assigned by either party without the prior written consent of the other.

5.7 **Severability**. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if the invalid or unenforceable provision had been omitted.

(signature page to follow)

COMPANY:

_____

By: _____

Its: _____

CLIENT:

_____

By: _____

Its: _____

Exhibit A

Workers Compensation

Claims Management Services

- Special Service Instructions Development, Evaluation and Implementation
- Carrier/Third Party Administrator Claims Reviews
- Preferred Medical Clinic Review
- Preferred Provider Organization Directory Creation and Distribution
- Carrier/Third Party Administrator Best Practices Audit
- Claims Delivery Performance Guarantee Implementation and Audit
- Advocacy on Specific Claims
- Third Party Claims Administration RFP Process Management
- Claims Liaison between Client and Carrier/Third Party Administrator
- Litigation Management Protocols Evaluation, Recommendation and Implementation
- Client Organizational Claims Management Review
  - Understand Client's Culture and Philosophy
  - Interview Key Client Personnel Determine Roles, Responsibilities and Accountabilities
  - Evaluation of Loss Allocation Model
  - Facility Tour
  - Open Claims Management/Oversight
  - Data Reporting Needs Assessment
  - Transitional Duty Program Review
  - Medical Management Program Review
  - Fraud Management Review
  - Subrogation/Third-party Recovery Review

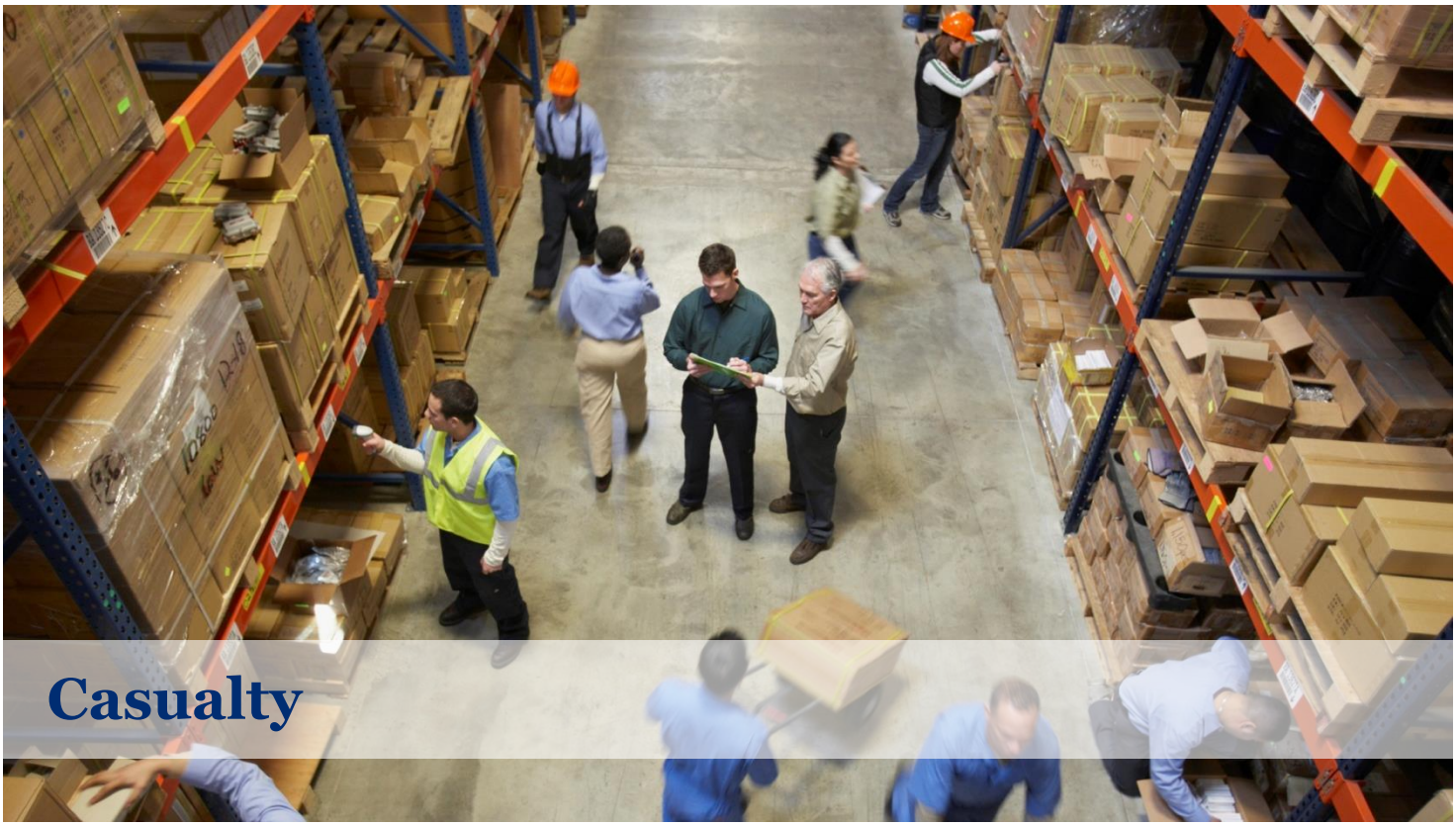
Customized Training

- Work Comp 101 – An Introduction to Workers' Compensation
- Understanding Your Reserves
- Adjuster Reserve Training
- Understanding Your Experience Modification Rate – Financial Impact of Workers' Compensation Costs
- Design & Implementation of Transitional Duty Programs
- How to Manage an Effective Workers' Compensation Program (employer obligations of claims management – working with your insurance carrier)
- Cost Effective Claim Management (medical and legal emphasis)
- Fraud Investigation/Suspicious Claims
- Office Ergonomics
- Strategies For Eliminating the Cost Drivers in Workers' Compensation

Casualty

Loss Prevention

- OSHA Compliance Program Reviews
  - Hazard Communication
  - Lockout/Tagout
  - Electrical Safety NFPA 70E
  - Personal Protective Equipment
  - Respiratory Protection
  - Hearing Conservation
  - Confined Space Entry
  - Machine Guarding
- Behavioral Based Safety Program Development
- Behavior Observations
- Behavior Based Safety Training and follow-up
- Job Safety Analysis (JSA) Programs
- Accident Investigation
- Transitional Duty Programs
- Safety Committee Evaluation and Participation
- Pre-planning of Equipment Acquisitions or Plant Layout Modifications
- Customized, Company-specific Employee Orientation Programs
- Certified Trainer - OSHA Construction 10-Hour Card
- Safety and Health Resources on the Internet
- Facility Assessment Visits
- Customized Safety Video Production
- Comprehensive Loss Control Reports
- Internal Guideline and Standards Development
- DOT and Non-DOT Fleet Safety Program Evaluation, Development and Implementation
- Product Liability, General Liability, Risk Transfer, Risk Management Consulting
- Safety-related Organization Memberships
  - JJ Keller On-Line
  - American Society of Safety Engineers



Casualty

Industry Hygiene

- Exposure Identification and Evaluation
  - Dust
  - Mist
  - Fumes
  - Gases
  - Vapors
  - Noise
  - Heat
  - Local Exhaust/Ventilation System
- Hazard Recognition Surveys
- Administrative and Engineering Controls for Occupational Health Hazards
- OSHA Compliance Sampling
- Program Audits
- Respiratory Protection
- Hearing Conservation
- Personal Protective Equipment
- Confined Space
- Hazard Communication

Customized Safety Training

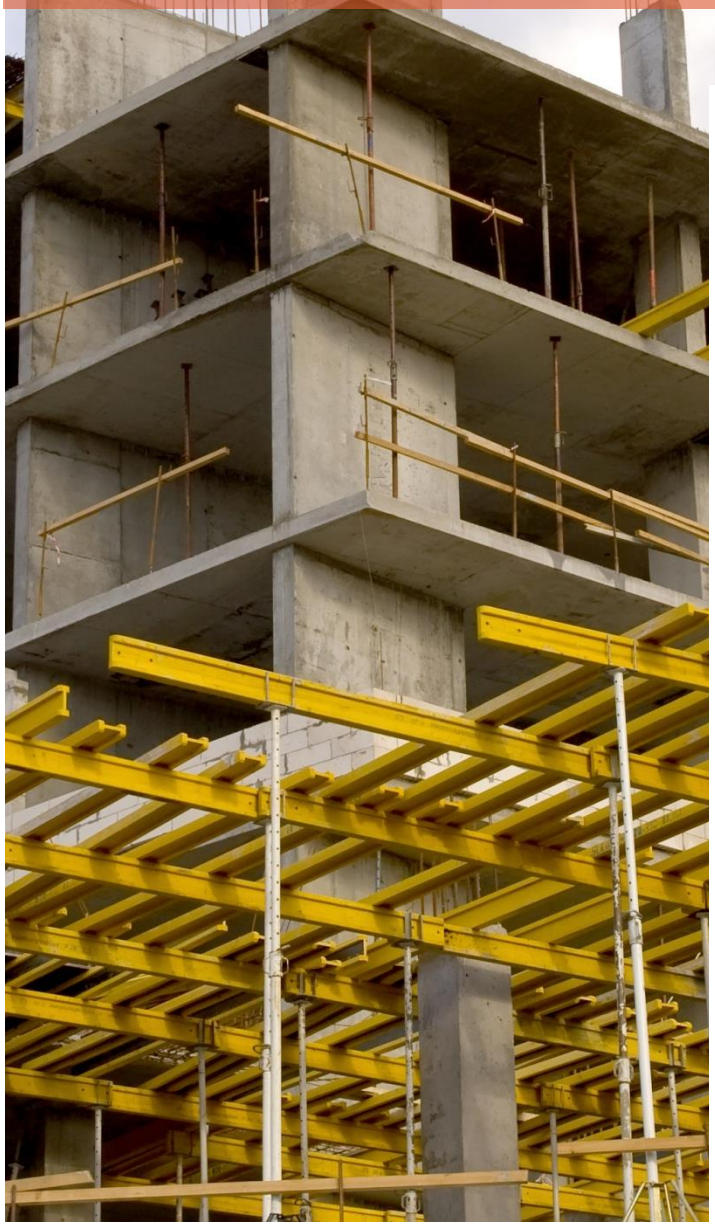
- Accident Investigation
- Job Safety Analysis
- Behavioral Safety Management
- Management Accountability
- Forklift Safety
- Ergonomics
- Proper Lifting
- Slip/Trip/Falls
- Cuts/Lacerations/Contusions
- Defensive Driver
- Workplace Safety Evaluations
- The Costs of Accidents
- Insurance Basics 101

Casualty

Ergonomics

- Written Corporate Ergonomics Program
- Early Reporting and Intervention Procedures
- Ergonomics Committee Guidelines
- Loss Source Evaluation
- Employee Symptom Surveys
- Ergonomic Job Safety Analysis and Redesign
- Cost Benefit Analysis
- Ergonomic Pre-Planning
- Customized Training Programs
  - Employee
  - Management
  - Ergonomic Committee
- Transitional Duty Task Descriptions
- On-Site Therapy
- Pre-placement Carpal Tunnel and Essential Function Testing

Claims Management Services



Property/Casualty/ Professional Liability

- Claims Notification Assistance – Primary/Excess/Umbrella
- Defense Counsel Selection Coordination
- Reservation of Rights Evaluation
- Claim Recovery Support
- Advocacy on Specific Claims
- Settlement/Negotiation/Mediation Assistance
- Expert Testimony/Witness Identification
- Policy Coverage Analysis
- Coverage Issue Assessment/Recommendation
- Property Claims/Business Interruption Consultation/Resource Identification
- Carrier/Third Party Administrator Claims Reviews
- Third Party Claims Administration RFP Process Management
- Claims Liaison between Client and Carrier/Third Party Administrator
- Litigation Management Protocols Evaluation, Recommendation and Implementation
- Carrier/Third Party Administrator Best Practices Audit
- Claim Reserve Evaluation
- Disaster/Emergency Planning

Request for Board Action

Item Title
Contract for Hillyard Inc.

Recommended Motion
Included in Consent Agenda

Requesting Division
Operations

Item File Number
2020-4400000532

Meeting Date for Action
6/9/2020

Reason for Board Action
Contract over $100,000

Background
FY21 contract for goods with Hillyard, Inc to provide cleaning products and supplies districtwide.

Timeline/Next Steps
Receive board approval for FY21 contract at 6/9 BOE general session.

Contract Amount
$1,013,695.00

Contract Term
07/01/20 – 06/30/21

Contract Type
Master

RFP Status
Completed

MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

CONTRACT FOR GOODS – above $50,000

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Hillyard "Contractor" (collectively "parties") to provide air products, chemicals & dispensers, cleaning supplies, equipment, floor care, paper products & dispensers, restroom care and safety supplies at Districtwide.

1 *TERM OF CONTRACT*

1.1 This Contract is effective on July 1, 2020 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 30, 2021, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as **Exhibit A** ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 *Total Obligation*

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed $1,013,695.00. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 *Frequency of Invoicing and Terms of Payment*

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable **Exhibit B**. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 ***Taxes.***

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 ***Fund Availability; Federal Funds Contingency.***

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Contract is funded in whole or in part with federal funds, District's payment obligations are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C.Section 5119a and 42 U.S.C. Section 14501-05.

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

7 DATA PRIVACY

7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

8 OWNERSHIP OF MATERIAL

8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRACTOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. 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 that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

13 INSURANCE

13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above $1,000,000 per occurrence through umbrella or excess coverage.

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract, and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILTY

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the

District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within ten (10) days of the completion, termination of this Contract, or upon request of the District, whichever occurs first; Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Or, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

19.2 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1
Division: Plant Operations
Attn: Douglas Hill
1250 W Broadway
Minneapolis, MN 55411
Email: Douglas.Hill@mpls.k12.mn.us

CONTRACTOR

NAME: Hillyard – Paul Hahn, Account Rep John Dalman, Regional Sales Director
Address: 274 Apollo Drive, Lino Lake, MN 55014
Phone: Paul 612-963-5380 John 612-578-2596
Email: Phahn@Hillyard.com Jdalman@Hillyard.com

ACKNOWLEDGMENT

21.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

21.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

22 NON-WAIVER

22.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

23 ASSIGNMENT

23.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment, shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

24 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

24.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

25 WARRANTY

25.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

26 SEVERABILITY

26.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

27 SURVIVABILITY

27.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Kim Ellison
(Printed)

Title: Board Chair

Date: _____

CONTRACTOR NAME

Signature: _____

Name:
(Printed)

Title:

Date: _____

EXHIBIT A: SCOPE OF WORK

Deliverables:

Timeliness of goods

Service Outcome:

Timeliness of goods

Method of Evaluation

Monitoring of deliveries and outcomes

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Click or tap here to enter text.

Request for Board Action

Item Title
Illuminate Education

Recommended Motion
Included in Consent Agenda

Requesting Division
Academics

Item File Number
2020-4400000545

Meeting Date for Action
6/9/2020

Reason for Board Action
Contract over $100,000

Background
Software License for MPS

Timeline/Next Steps
Need June 9th approval so access can be ready for FY21 school year

Contract Amount
$191,670.60

Contract Term
July 1, 2020 – June 30, 2021

Contract Type
Master

RFP Status
Single Source, RFP Not Required

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Client Order

Q-75471

6531 Irvine Center Drive Suite 100
Irvine, California 92618
(949) 656-3133
https://www.illuminateeducation.com/

Prepared Date:	5/24/2020	Customer:	Minneapolis Public Schools
Valid Through:	6/30/2020	Address:	1250 W. Broadway Ave. Minneapolis, Minnesota 55411
Prepared By:	Jenn Belda		
		Contact:	Jen Rose
Start Date:	7/1/2020	Phone:	4259361200
End Date:	6/30/2021		
Quote Term:	12		

Year 1

Dates: 7/1/2020 - 6/30/2021

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
33,924	DnA, Software License	Per Student Licenses - Illuminate Data and Assessment™	$3.40	$115,341.60
33,924	»» Grading Software	Assessment Scanning and Scoring	$0.00	$0.00
33,924	Inspect Plus	Access to Key Data Systems' KDS Inspect Plus	$2.25	$76,329.00
			Year 1 Subtotal:	$191,670.60
			Year 1 Grand Total:	$191,670.60

On-Going Illuminate subscription license and/or support fees are invoiced at then current rates & enrollment per terms of the Master Subscription Licenses & Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases (i.e., as your student count increases or decreases, the quantity will be adjusted in accordance with the terms of the Agreement).

Any applicable state sales tax that has been added to this Client Order is an estimated amount for Client's convenience that is subject to verification and modification based on current state required tax at the time of invoicing. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that Illuminate receives your purchase order or signed Client Order.

In the event that this Client Order includes promotional pricing, said promotional pricing is only valid for the select term(s), product(s), and/or service(s) as shown in this Client Order. The promotional pricing may also be limited in availability to you through the date on this Client Order that is shown as the "Valid Through" period.
All invoices shall be paid within thirty (30) days of the date of invoice.

All purchase orders must contain the exact Client Order number stated within.

To accept and finalize this Client Order, please remit a purchase order to:

Orders@IlluminateEd.net
or
6531 Irvine Center Drive #100
Irvine, CA 92618

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Client Order

Q-62681

6531 Irvine Center Drive Suite 100
Irvine, California 92618
(949) 656-3133
https://www.illuminateeducation.com/

Prepared Date:	5/29/2020	Customer:	Minneapolis Public Schools
Valid Through:	6/30/2020	Address:	Special School District No. 1 1250 W. Broadway Ave. Minneapolis, Minnesota 55411
Prepared By:	Jay Anderson		
		Contact:	Jennifer Rose
Start Date:	7/1/2020	Phone:	
End Date:	6/30/2021		
Quote Term:	12		

Year 1

Dates: 7/1/2020 - 6/30/2021

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
1	Training - FASTflix Subscription - Tier 5	On demand, web-based library of FastBridge training courses. Annual district subscription - 5,000 or more students	$3500.00	$3,500.00
25,800	FastBridge Subscription - Renewal	FastBridge Assessment System Annual Subscription	$6.30	$162,540.00
			Year 1 Subtotal:	$166,040.00
			Year 1 Grand Total:	$166,040.00

On-Going Illuminate subscription license and/or support fees are invoiced at then current rates & enrollment per terms of the Master Subscription Licenses & Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases (i.e., as your student count increases or decreases, the quantity will be adjusted in accordance with the terms of the Agreement).

Any applicable state sales tax that has been added to this Client Order is an estimated amount for Client's convenience that is subject to verification and modification based on current state required tax at the time of invoicing. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that Illuminate receives your purchase order or signed Client Order.

In the event that this Client Order includes promotional pricing, said promotional pricing is only valid for the select term(s), product(s), and/or service(s) as shown in this Client Order. The promotional pricing may also be limited in availability to you through the date on this Client Order that is shown as the "Valid Through" period.
All invoices shall be paid within thirty (30) days of the date of invoice.

All purchase orders must contain the exact Client Order number stated within.

To accept and finalize this Client Order, please remit a purchase order to:

Orders@IlluminateEd.net
or
6531 Irvine Center Drive #100
Irvine, CA 92618

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Master Subscription Licenses & Services Agreement

This Master Subscription Licenses & Services Agreement ("Agreement") is hereby entered into as of the date of receipt of purchase order and/or enforcement of any and all product and/or service orders (the "Effective Date") between the purchasing agency ("Client") and Illuminate Education, Inc., a California corporation having its principal place of business at 6531 Irvine Center Drive, Irvine, CA 92618, and wholly-owned subsidiaries, including, but not limited to Adrylan Communications, LLC, eduCLIMBER, LLC, eSchoolData, LLC, FastBridge Learning, LLC, IO Education, LLC, Sanford Systems, Inc. dba Key Data Systems, SchoolCity, Inc., and The Learning Egg, LLC (collectively "Illuminate") (Client and Illuminate are referenced herein as each a "Party" and collectively the "Parties").

Definitions.

(a). **"Client Order"** means the Illuminate document attached hereto (or subsequently produced invoice), which lists the Licensed Product(s), current pricing, Service(s), Software, Subscription Period, Third Party Software, and/or applicable financial terms related to this Agreement, and is hereby incorporated into this Agreement upon receipt of Client's purchase order as specified herein.

(b). **"Documentation"** means technical materials provided by Illuminate to Client in hard copy or electronic form describing the use and operation of the Software, which does not include any sales and/or marketing materials that Illuminate may provide Client to describe functionality intended for sales and/or marketing purposes.

(c). **"Licensed Product(s)"** means all software (including Embedded Applications, which is software licensed by Illuminate and provided to Client as part of the terms of this Agreement), subsequent versions provided during an active Subscription Period and/or in relation to Support Services, assessment content owned or licensed by Illuminate, and all related Documentation licensed to Client pursuant to this Agreement, now or in the future.

(d). **"Services"** means the service(s) described in the applicable Client Order attached hereto or an executed statement of work ("SOW"), associated with the Software and the Documentation, including any applicable software hosting or Professional Services, as defined herein, and/or provided by Illuminate to Client.

(e). **"Software"** means the Illuminate software programs described in the applicable Client Order.

(f). **"Subscription Period"** means the period commencing upon the start date set forth in the applicable Client Order and continuing until terminated in accordance with Section 14 ("**Termination**").

(g). **"Third Party Software"** means any software product designated as Third Party Software by Illuminate, and any related documentation supplied to Client, which is licensed directly between Client and a third party. Third Party Software is different than Embedded Applications in that Illuminate licenses the Embedded Applications to Client as part of Licensed Product (but in some cases, such Embedded Applications may be subject to additional license terms as identified herein). Illuminate is not a licensor of Third Party Software.

1. Subscribing to the Service(s). Client will subscribe to the Licensed Product(s) and/or Services by: (i) providing a purchase order displaying the unique identifier contained within the Client Order attached hereto; (ii) having an authorized Client representative execute a Client Order with this Agreement and receiving a countersigned copy by an authorized Illuminate representative; and, if applicable for custom services, (iii) executing a written SOW for such customized Licensed Product(s) and/or Services with Illuminate. The Parties explicitly agree that, regardless of the confirmation of subscription method discussed herein that is utilized by Client, any additional and/or varying terms included in the Client's purchase order are hereby deemed null and void, including terms that attempt to override this specific provision. Upon mutual consent, each SOW will be incorporated into this Agreement. Each Client Order and/or SOW will specify the Licensed Product(s) and/or Services and specific terms and conditions applicable to that order. In the event of any conflict between this Agreement and a SOW, the mutually agreed upon and executed SOW shall control, except this Agreement shall govern all terms relating to intellectual property rights, confidential information, warranty, indemnity, and liability. Subject to the terms and conditions of this Agreement [including all incorporated documents as set forth in Section 15(k) herein], Illuminate will provide the Licensed Product(s) and/or Services described in the initial Client Order. Additional Client Orders and/or SOWs may be entered into by the Parties to subscribe to additional or different features of the Licensed Product(s) and/or Services. Unless designated as replacing a specific Client Order and/or SOW, subsequent Client Orders and SOWs will be considered in addition to currently effective Client Orders and SOWs.

2. License.

(a). **License Grant.** Subject to the terms and conditions of this Agreement, including Illuminate's Privacy Policy, which is incorporated fully herein by reference, Illuminate grants to Client a limited, revocable, annual (or multi-year as specified in Illuminate's Client Order), non-exclusive, non-transferable license during the Subscription Period, to access the Licensed Product(s) and/or Services through the User IDs and to operate the features of the Licensed Product(s) and/or Services according to the Documentation under normal circumstances. Client is only granted licensed access to any customized software and/or content delivered in accordance with a valid Client Order and/or SOW during the Term of said Client Order. Termination of the Client Order or underlying Licensed Product will terminate access to customized content. No source code or technical-level documentation to the Licensed Product(s) and/or Services is licensed under this Agreement.

(b). **User IDs.** Illuminate will issue Client's system administrator access to Client's designated user(s) that will have the ability to issue a singular User ID and password to each student, teacher, and administrator for access to and to utilize the Licensed Product(s) and/or Service(s) specified in the applicable Client Order and/or SOW. Client shall limit the total number of issued User IDs and passwords to the student count noted for each Licensed Product and/or Service on the Client Order; provided that said student count does not limit the total number of teacher and administrator User IDs and passwords that Client may issue. Each User ID may only be used to access the Services during one (1) concurrent login session. Client shall not allow Client Personnel and/or students to share User IDs with any third parties, which require prior written approval for access by Illuminate. "Client Personnel" is defined as Client's internal employees, who shall be bound by confidentiality restrictions at least as restrictive as this Agreement provides, explicitly excluding contractors and/or vendors that are not granted access herein. Client is responsible for all activity occurring under its User IDs and control of said User IDs, including the corresponding password credentials. Client is responsible for all use of the Licensed Product(s)

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and/or Services by Client Personnel, students Client grants access to, for maintaining the confidentiality of all User IDs, and promptly notifying Illuminate of any actual or suspected unauthorized use of the Licensed Product(s) and/or Services. Illuminate reserves the right to suspend or terminate any Client user that Illuminate determines may have been used for an unauthorized purpose.

(c). **Limitations.** Client agrees that it will not and will not permit any Client Personnel or other party to: (i) permit any party to access or use the Licensed Product(s) and/or Services, Software, or Documentation, other than Client Personnel explicitly authorized by Illuminate; (ii) modify, adapt, alter or translate the Software or Documentation, except as expressly allowed hereunder; (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer the Licensed Product(s) and/or Services, Software, or Documentation to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or algorithms, structure or organization) of the Software; (v) use or copy the Software or Documentation except as expressly allowed hereunder; (vi) disclose or transmit any data contained in the Software to any individual other than Client Personnel. To the extent permitted under the law, Client shall hold Illuminate harmless from any and all claims relating to Client's misuse of Licensed Product(s) and/or Services rendered by Illuminate to Client, including Illuminate's intellectual property.

(d). **Client Responsibility.** Client shall perform the responsibilities necessary to establish Client's use of the Licensed Product(s) and/or Services, including (i) providing Client Personnel lists to setup User IDs, (ii) properly maintaining all associated equipment, software and environmental conditions in accordance with applicable industry standards and/or specifications Illuminate may provide Client, and (iii) designating Client Personnel to participate in training.

3. Acceptable Use Policy. Client acknowledges and agrees that Illuminate does not monitor or police the content of communications or data of Client or its users transmitted through the Licensed Product(s) and/or Services, and that Illuminate shall not be responsible for the content of any such communications or transmissions. In using the Software, Licensed Product(s), and/or Services, Client agrees to the following: (i) Client shall not incorporate into or otherwise transmit through the Software, Licensed Product(s), and/or Services any content that violates or infringes the rights of others, including without limitation any material that: (A) may be abusive, indecent, threatening, obscene, harassing, violent, defamatory, libelous, fraudulent, or otherwise objectionable; (B) encourages or otherwise promotes conduct that would constitute a criminal offense or give rise to civil liability; (C) impersonates any person or entity or that otherwise misrepresents Client's affiliation with a person or entity; (D) contains malicious code; (E) is in violation of the CAN-SPAM Act or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications, or the transmission of emails to an individual or entity with which Client has no preexisting relationship; (F) includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable individual would consider private in nature, (G) violates any privacy, intellectual property or proprietary right of another; (H) is pornographic or sexual in nature; (I) expressly targets children under the age of 13; or (J) is unlawful or otherwise objectionable, in Illuminate's sole opinion; and (ii) Client shall ensure that Client's use of the Software and/or Services is at all times compliant with all applicable local, state, federal and international law, regulations and conventions, including without limitation, those related to data privacy, international communications, and the exportation of data of any kind, regulations of the U.S. Securities and Exchange Commission and/or any rules of a securities exchange in the U.S. or elsewhere.

4. Reservation of Rights.

(a). **Illuminate.** Illuminate expressly reserves all rights in the Licensed Product(s), Services, Software, Documentation, and all other materials provided by Illuminate hereunder not specifically granted to Client. It is acknowledged that all right, title and interest in the Licensed Product(s), Services, Software, Documentation, and all other materials provided by Illuminate hereunder, including, but not limited to any update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with Illuminate (or third party suppliers, if applicable) and that the Licensed Product(s), Services, Software, Documentation, and all other materials provided by Illuminate hereunder are licensed on a subscription basis and not transferred to Client apart from the temporary license(s) discussed herein.

(b). **Client**. Client expressly reserves all rights in any data that Client (or Client Personnel/student users) loads or enters into the Licensed Product(s) and/or Services and all results from processing such data, including compilations, and derivative works thereof (the "Client Data"), except that Client grants Illuminate a non-exclusive, royalty-free, license to use, reproduce, and create derivative works of the Client Data in operating the Licensed Product(s) and/or Service features for Client's benefit as is explicitly permitted under the law. Additionally, Illuminate may use and distribute the Client Data for any lawful purpose outside the scope of the Agreement, provided always that such Client Data must be aggregated and/or de-identified (e.g., the development of Illuminate's products and/or services, as authorized under F.E.R.P.A. and applicable state laws). Client represents and warrants that Client has all rights under applicable law to provide and input in the Licensed Product(s) and/or Services the Client Data, including any personally identifiable information of any of the students and or other persons included therein.

5. Term. Unless earlier terminated pursuant to this Agreement, this Agreement shall be in effect pursuant to the dates set forth in the Client Order and/or SOW ("Initial Term"), and thereafter may be renewed for additional one (1) year periods upon each anniversary of the commencement of the Initial Term (each subsequent period will be known as a "Renewal Term" and together with the Initial Term, the "Term"). The Renewal Term(s) will be invoiced at then-current rates; provided that Illuminate does not enter into a multi-year item price agreement with Client, as denoted in the attached Client Order. Expiration or termination of one Client Order and/or SOW shall not affect any other Client Order and/or SOW, unless the Agreement Term expires or the Agreement as a whole is terminated under Section 14 ("Termination").

6. Client Support. During the Subscription Period for the applicable Services, Illuminate will provide the following standard customer support:

(a). **Web & Phone Support.** Client's designated representative(s) shall have access to Illuminate's technical support via website/email and telephone and may use the website/email to submit service requests. Illuminate will use reasonable efforts to respond in a timely manner under the given circumstances.

(b). **Client's Responsibilities**. To receive support, Client shall: (i) report errors or suspected errors for which support is needed, and supply Illuminate with sufficient information and data to reproduce the error; (ii) procure, install, operate and maintain hardware, operating systems

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and other software that are compatible with the most current supported version of Software; (iii) establish adequate operational back-up provisions in the event of malfunctions or errors; (iv) maintain an operating environment free of any modifications or other programming that might interfere with the functioning of Software; (v) maintain hardware and system software consistent with Illuminate's minimum requirements; and (vi) timely install all fixes and new versions supplied by Illuminate in the proper sequence, and have the most current version of Software installed (if applicable). Client acknowledges that fixes and new versions may be made available electronically, and that, in some cases, Illuminate may maintain email distribution lists that are used to notify Clients of the availability of fixes and new versions and to provide other information to Clients that are eligible for support. Client shall be responsible for including the appropriate Client Personnel on any such email distribution lists of Illuminate so that Client receives such notifications and other information.

(c). **Service Upgrades and Scheduled Downtime.** Client shall receive, through the Licensed Product(s) and/or Services, generally available versions and releases for the Software, as designated by Illuminate in its sole discretion and that Illuminate generally offers to its other clients in Illuminate's sole discretion, and at no additional charge (beyond current support and subscription fees). Illuminate may from time to time schedule downtime for maintenance and upgrades. Illuminate may provide Client notice of any scheduled downtime, including any scheduled user disruption, if the circumstances permit such notice. Illuminate will strive to perform updates during non-peak hours.

7. Professional Services. In consideration of Client's payment of the applicable and non-refundable fees and expenses set forth in the Client Order or SOW for professional services, Illuminate will provide Client the professional services set forth therein, which may include attendance at designated training sessions provided by Illuminate as set forth herein ("Professional Services"). Training and/or consultation sessions may be conducted, as Illuminate deems appropriate or as explicitly agreed upon in writing on the Client Order or SOW at the time of purchase, at Illuminate's training facility, at Client's location, or by teleconference.

(a). **Use Period**. All Professional Services must be invoiced/prepaid or paid in the same manner as agreed to with other Licensed Products included on the applicable Client Order and utilized by Client within one (1) year of purchase. Illuminate, in its sole discretion, may extend this period up to a maximum of one (1) additional year to utilize said Professional Services; however, regardless of whether the Professional Services use period described herein is extended, Client's non-utilization of purchased Professional Services will be deemed null and void upon expiration of the applicable use period.

(b). **Third Party Integration**. Illuminate, in its sole discretion, will assist Client with integration of Licensed Product(s) with Client's third-party applications and/or content that are compatible in nature. Due to the potential access of students' personally identifiable information, Illuminate provides said integration only at the request of Client in writing. Client is solely and entirely responsible for compliance with local, state, and federal laws corresponding with integrations, as well as ensuring authorized access to said applications and/or content. To the extent permitted under the law, Client agrees to indemnify and hold Illuminate harmless for any actions and/or omissions pertaining to the integration.

8. Hosting.

(a). **Availability.** Client acknowledges and agrees that the hosted Licensed Product(s) and/or Services may be inaccessible or inoperable from time to time due to planned maintenance or to causes that are beyond the control of Illuminate or are not reasonably foreseeable by Illuminate, including, but not limited to: (i) the interruption or failure of telecommunication or digital transmission links; (ii) hostile network attacks; (iii) network congestion; (iv) or other failures (collectively "Downtime"). Illuminate shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Licensed Product(s) and/or Services caused by Downtime, whether scheduled or not.

(b). **Security.** Client will not: (i) breach or attempt to breach the security of the hosting environment or any network, servers, data, computers or other hardware relating to or used in connection with the Licensed Product(s) and/or Services, or any third party that is hosting or interfacing with any part of the Licensed Product(s) and/or Services; or (ii) use or distribute through the Licensed Product(s) and/or Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Licensed Product(s) and/or Services or the operations or assets of any other customer of Illuminate or any third party. Client will comply with any potential user authentication requirements for use of the Licensed Product(s) and/or Services. Client is solely responsible for monitoring its authorized users' access to and use of the Licensed Product(s) and/or Services. Illuminate has no obligation to verify the identity of any person who gains access to the Licensed Product(s) and/or Services by means of an access ID. Any failure by any authorized user to comply with the Agreement shall be deemed to be a material breach by Client, and Illuminate shall not be liable for any damages incurred by Client or any third party resulting from such breach. Client must immediately take all necessary steps, including providing notice to Illuminate, to affect the termination of an access ID for any authorized user if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred in relation to hosted Licensed Product(s) and/or Services.

(c). **Data.** Client has sole responsibility for the legality, reliability, integrity, accuracy and quality of the data it processes through and submits to the hosting environment.

9. Fees and Payment.

(a). **Subscription Fees.** Subscription Fees (set forth in each Client Order and/or SOW) are payable in advance pursuant to subsection 9(b) below. Illuminate will issue an invoice for each payment annually.

(b). **Fees**. All fees and expenses will be invoiced and are payable net thirty (30) days after the invoice date and are non-refundable after being granted access to any products and/or the commencement of internal preparations to provide Professional Services. Such other fees and expenses along with the corresponding fees for Licensed Product(s) and/or Services are collectively "**Fees**".

(c). **Renewals; Enrollment Increases**. Prior to any Renewal Term, Client shall provide Illuminate with an updated student count for proper invoicing and to maintain an accurate number of students accessing the Licensed Product(s) and/or Services specified in all applicable Client Orders. Illuminate reserves the right to validate, adjust, and/or invoice for variation of Client's student count based on information provided to state reporting agencies. If an increase in student enrollment in excess of five percent (5%) occurs, then Client shall remit payment for additional student access to Licensed Product(s) and/or Services in accordance with Illuminate's supplemental invoice. Such additional fees will be calculated by multiplying the then-current per student fee for Licensed Product(s) and/or Services by Client's additional enrollment. Additionally, in the event a Client Order includes discounted pricing for bundled Licensed Product(s) and/or Services and Client terminates any Licensed Product(s) and/or Services within the bundle, Illuminate

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reserves the right to invoice Client at then-current pricing for the non-terminated Licensed Product(s) and/or Services. Illuminate may supply new or modified policies or other terms and conditions to Client related to the provision of Licensed Product(s) and/or Services in a renewal term in order to remain compliant with applicable laws and/or Illuminate's uniform procedures, in which event such new or modified policies or other terms and conditions will govern Illuminate's provision of Licensed Product(s) and/or Services in such renewal term.

(d). **Late Payment.** Client may not withhold or "setoff" any amounts due hereunder. Illuminate reserves the right to suspend Services, including access to the Software, and Professional Services (if any) until all undisputed past due amounts are paid in full after giving Client advance written notice and an opportunity to cure as specified in Section 13 ("**Notices**") and Section 14 ("**Termination**"). Illuminate also reserves the right to charge Client a 1.5% late fee for any outstanding invoices that exceed ninety (90) days past due.

(e). **Certain Taxes.** Fees quoted do not include and Client shall pay, and to the extent permitted under the law, indemnify and hold Illuminate harmless from all gross receipts, value-added, personal property or other taxes, and all applicable duties, tariffs, assessments, export and import fees or similar charges (including interest and penalties imposed thereon) on the transaction contemplated herein, other than taxes based on the net income or profits of Illuminate. If client is exempt from federal, state, sales, and use taxes the client will not be charged the same upon providing Illuminate with sufficient evidence of said exemption.

10. Confidential Information.

(a). **Definitions.** For purposes of this section, a Party receiving Confidential Information (as defined below) shall be the "**Recipient**" and the Party disclosing such information shall be the "**Discloser**" and "**Confidential Information**" means all information disclosed by Discloser to Recipient during the Term and marked as "confidential" or "proprietary". Client hereby acknowledges that the Services (including any Documentation, Software, and any translations, compilations, partial copies and derivative works thereof) will be considered Confidential Information belonging exclusively to Illuminate (or its designated third party supplier), and Illuminate hereby acknowledges that Client Data will be considered Confidential Information belonging to Client, in each case regardless of whether or not marked as "confidential" or "proprietary".

(b). **Covenant.** To the extent permitted by law, recipient hereby agrees that during the Term and at all times thereafter it shall not (i) disclose such Confidential Information of the Discloser to any person or entity, except to its own personnel having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser; (ii) use Confidential Information of the Discloser except to exercise its license rights or perform its obligations under this Agreement; or (iii) alter or remove from any Confidential Information of the Discloser any proprietary legend. Recipient shall use at least the same degree of care in safeguarding the Confidential Information of the Discloser as it uses in safeguarding its own confidential information of a similar nature, but in no event shall less than due diligence and reasonable care be exercised. Upon the earlier of Discloser's written request or termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall return or destroy (as instructed by Discloser) all Confidential Information of Discloser in its possession or control and cease all further use thereof. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information to the extent that such disclosure is necessary for the Recipient to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order.

(c). **Educational Research (Applicable to Only Select Clients)**. Subject to the terms and conditions contained herein, including Illuminate's privacy policy and/or a data sharing agreement entered into with Client, Client hereby grants Illuminate the right to share deidentified data that has entirely omitted any and all personally identifiable information with the University of Minnesota (***FAST product customers only***) and/or University of Virginia (***PALS product customers only***) for educational research purposes. Client's use of these products is conditional upon Client's consent of this provision and necessary to the provision of the products to Client.

(d). **Injunctive Relief.** Recipient acknowledges that violation of the provisions of this section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

11. Disclaimers.

(a). **DISCLAIMER OF OTHER WARRANTIES. SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (UNLESS EXPLICITLY PROVIDED FOR HEREIN), AND ILLUMINATE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND POTENTIAL IMPLEMENTATION DELAYS. ILLUMINATE DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE LICENSED PRODUCT WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE OR CLOUD HOSTING WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE, ILLUMINATE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY OR OTHERWISE. CLIENT AGREES THAT THE USE OF SOFTWARE AND SERVICES IS AT CLIENT'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ILLUMINATE OR AN ILLUMINATE REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO CLIENT.**

(b). **Limited Non-Infringement Warranty.** Illuminate warrants that it has the right to license to Client the Software and Services as contemplated by this Agreement. Illuminate represents and warrants that as of the date the Software and Services is first made available hereunder, when properly used in accordance with the Documentation and this Agreement, will not misappropriate or infringe any third party's intellectual property rights recognized under any trade secret law, any U.S. copyright, or U.S. patent issued as of the Effective Date.

(c). **Limited Privacy Warranty.** Illuminate hereby recognizes that the Client Data which Client provides to Illuminate may include personally identifiable information of students. In order for Illuminate to carry out

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its obligations under this Agreement, it is necessary for Illuminate to use the Client Data. Illuminate agrees to use the Client Data, some of which may contain personally identifiable information of students, only for the purpose of fulfilling its obligations under this Agreement. Illuminate agrees all usage of Client Data shall be in compliance with the requirements of applicable privacy laws. Illuminate warrants that it has put in place reasonable and appropriate security, technical, and organizational measures to protect its usage of the Client Data against accidental or unlawful destruction or accidental loss, alterations, and unauthorized use, disclosure, or access. Illuminate also warrants that it shall not disclose to, permit the disclosure to, or provide access to the Client Data to any third parties, except as is necessary for Illuminate to fulfill its obligations under this Agreement and under the law. In the event the Client or any third party believes there has been a material breach of this provision, Illuminate shall have a reasonable amount of time, which will be a minimum of thirty (30) days from the date of receiving written notice to cure any such alleged breach.

12. Limitation of Liabilities. The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

> **ILLUMINATE SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, SOFTWARE, THIRD PARTY SOFTWARE, SUPPORT, HOSTING, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF ILLUMINATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS AGREEMENT, CLIENT SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CLIENT TO ILLUMINATE HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT, ITEM OR SERVICE ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS.**

13. Notices. Notices sent to either Party shall be effective when delivered electronically or physically to the address designated by Client and in the case of Illuminate to the attention of: Illuminate Legal Department to the address listed as Illuminate's principal place of business herein and in the case of Client to the recipient provided by Client at the commencement of the Services and/or use of Software. Notices must be in writing. Each Party may change its address for receipt of notice by giving notice of such change to the other Party.

14. Termination.

(a). **Termination for Breach.** Illuminate shall have the right to immediately suspend performance under this Agreement in the event that Client is in breach of any of its obligations under this Agreement. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that Illuminate shall have the right to terminate this Agreement immediately upon written notice in the event that Client breaches any of its obligations under Section 10. Client further acknowledges that, as breach of the provisions of Section 10 could result in irreparable injury to Illuminate, Illuminate shall have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

(b). **Liquidated Damages.** In the event that Client enters into a multi-year contract with Illuminate and Client terminates the contract or any portion thereof, Client agrees to pay Illuminate the remaining sum due to Illuminate through the stated term of the Client Order and/or SOW as liquidated damages, as actual damages being impossible to calculate. This clause shall not apply in the event Client terminates this Agreement as a result of Illuminate's breach in accordance with Subsection 14(a) herein. Notwithstanding the foregoing, Client shall not be liable for said liquidated damages in the event that: (i) Client provides Illuminate at least thirty (30) days' advance notice of termination prior to the effective date anniversary; and (ii) said termination is a result of the non-appropriation of funds for Client's contract. Client shall not utilize this clause as a right to terminate the contract for convenience. Illuminate reserves the right to seek documentation evidencing the non-appropriation of funds.

(c). **Survival.** Upon termination or expiration of this Agreement for any reason: (i) all rights and obligations of both Parties (except for Client's payment of all Fees then owing), including all licenses granted hereunder, shall immediately terminate except as provided below; (ii) within thirty (30) days after the effective date of termination, each Party shall comply with the obligations to return or destroy, at Illuminate's sole discretion, all Confidential Information of the other Party, as set forth in Section 10 ("**Confidential Information**"). The following Sections and Subsections will survive expiration or termination of this Agreement for any reason: Section 4 ("**Reservation of Rights**"), Section 10 ("**Confidential Information**"), Section 11 ("**Disclaimers**"), Section 12 ("**Limitation of Liabilities**"), Section 14(c) ("**Survival**"), and Section 15 ("**General Provisions**"). Upon termination, as long as Client is not in breach, if requested, Illuminate shall make a final backup of Client data and provide the backup media to Client at Illuminate's then-current rates in a readily usable form in accordance with industry standards.

15. General Provisions.

(a). **Assignment.** Client may not assign this Agreement to any third party without Illuminate's prior written consent. Any assignment in violation of this section shall be void. The terms of this Agreement shall be binding upon permitted assignees.

(b). **Choice of Law.** This Agreement and any action related thereto shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of law principles. Each of the Parties hereto agrees to be subject to the exclusive jurisdiction, and venue shall reside, in the state and federal courts located in Orange County, California for the purpose of adjudicating any dispute relating to or arising out of this Agreement and irrevocably consent to exclusive personal jurisdiction and venue of state and federal courts located therein. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Any claim against Illuminate must be brought within one (1) year after it arose, or be barred.

(c). **Compliance with Export Regulations.** Client has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; to the extent permitted under the law, shall indemnify and hold Illuminate harmless from, and bear all

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expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be developed or provided herein. Client shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by regulation or statute, without the prior written consent, if required, of the administrator of export laws (e.g., in the U.S., the Bureau of Export Administration of the U.S. Department of Commerce).

(d). **Construction.** Except as otherwise provided herein, the Parties rights and remedies under this Agreement are cumulative. The term "including" means "including without limitation."

(e). **Force Majeure**. Neither Party shall be liable for delays caused by events beyond its reasonable control, except non-payment of amounts due hereunder shall not be excused by this provision.

(f). **Severable.** Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Without limiting the generality of the foregoing, Client agrees that the section titled Limitation of Liabilities will remain in effect notwithstanding the enforceability of any other provision herein.

(g). **Waiver**. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Nothing herein shall be interpreted as a waiver of Client's governmental immunity for individual employees, if any, as provided for by state law.

(h). **Counterparts; Facsimile Signature**. Illuminate requires Client's execution of select Client Orders and/or SOWs, all of which are incorporated into this Agreement, and may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any Client Order and/or SOW is executed in counterparts, no signatory hereto shall be bound until both the Parties named below have duly executed or caused to be duly executed a counterpart of said Client Order and/or SOW. A signature received by either Party by facsimile or email is binding upon (the other Party) as an original.

(i). **Client Authorization; Enforceability.** Client represents and warrants that (i) it has obtained all necessary authorizations to enter into this Agreement and all related SOWs, (ii) the person signing and/or consenting on behalf of Client is a duly authorized representative of the Client, and (iii) this Agreement is a duly authorized binding and enforceable obligation of Client.

(j). **Independent Contractors.** Client's relationship to Illuminate is that of an independent contractor, and neither Party is an agent or partner of the other. Client will not have and shall not represent to any third party that it has any authority to act on behalf of Illuminate.

(k). **Entire Agreement.** This Agreement, Illuminate's Privacy Policy, the attached Client Order, Illuminate's SOWs (if applicable), and Client's purchase order (without any added terms and conditions that may be contained therein) incorporated by reference constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be amended only by a written document signed by both Parties. The headings of sections of this Agreement are for reference purposes only and have no substantive effect.

I hereby affirm that I am authorized to execute this Agreement and commit to the obligations set forth herein, including but not limited to, remit payment for all Licensed Products and/or Services procured.

ILLUMINATE EDUCATION, INC.

DocuSigned by:

By: Dick Davidson
354B79B8296D4D7...
Authorized Signature

Name: Dick Davidson

Title: Chief Financial Officer

Date: 6/1/2020

CLIENT: _____

By: _____
Authorized Signature

Name: _____

Title: _____

Date: _____

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Master Subscription Licenses & Services Agreement Addendum

The Parties hereby agree to the amend the attached Master Subscription Licenses & Services Agreement in accordance with the terms set forth herein.

Section 15(b) "General Provisions – Choice of Law" is hereby partially amended with respect to only the relevant language detailed below:

> This Agreement and any action related thereto shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to conflicts of law principles. Each of the Parties hereto agrees to be subject to the exclusive jurisdiction, and venue shall reside, in the state and federal courts located in Minneapolis, Minnesota for the purpose of adjudicating any dispute relating to or arising out of this Agreement and irrevocably consent to exclusive personal jurisdiction and venue of state and federal courts located therein.

I hereby affirm that I am authorized to execute this Agreement and commit to the obligations set forth herein, including but not limited to, remit payment for all Licensed Products and/or Services procured.

ILLUMINATE EDUCATION, INC.

By: DocuSigned by: Dick Davidson 354B79B8296D4D7... Authorized Signature

Name: Dick Davidson

Title: Chief Financial Officer

Date: 6/1/2020

CLIENT: _____

By: _____ Authorized Signature

Name: _____

Title: _____

Date: _____

Request for Board Action

Item Title
Contract for Indrotec, Inc.

Recommended Motion
Included in Consent Agenda

Requesting Division
Operations

Item File Number
2020- 4400000531

Meeting Date for Action
6/9/2020

Reason for Board Action
Contract over $100,000

Background
FY21 contract for services with Indrotec, Inc. to provide contracted temporary staffing for vacant custodian positions.

Timeline/Next Steps
Receive board approval for FY21 contract at 6/9 BOE general session.

Contract Amount
$379,454.00

Contract Term
07/01/20 -06/30/21

Contract Type
Master

RFP Status
Completed

MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

CONTRACT FOR SERVICES – $25,000 above

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Indrotec "Contractor" (collectively "parties") to provide janitorial services via temp agency to Plant Operations.

TERM OF CONTRACT

1.1 This Contract is effective on 07/01/20 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/21, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as **Exhibit A** ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 ***Total Obligation***

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed $379,454.00. Contractor shall

not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 ***Frequency of Invoicing and Terms of Payment***

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable **Exhibit B**. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 ***Taxes.***

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 ***Fund Availability; Federal Funds Contingency.***

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Contract is funded in whole or in part with federal funds, District's payment obligations

are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C.Section 5119a and 42 U.S.C. Section 14501-05.

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

7 DATA PRIVACY

7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

8 OWNERSHIP OF MATERIAL

8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRACTOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this

Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. 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 that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

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12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

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13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above $1,000,000 per occurrence through umbrella or excess coverage.

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

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and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

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14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILTY

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

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16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the

performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1

Division: Plant Operations
Attn: Douglas Hill
1250 W Broadway
Minneapolis, MN 55411
Email: Douglas.Hill@mpls.k12.mn.us

CONTRACTOR

Indrotec – Dave Hackler
Phone: 612-371-7436
Address: 17 Washington Avenue, Ste 400, Minneapolis
Email: Dave.Hackler@MyIndrotec.com

ACKNOWLEDGMENT

21.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

21.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

22 NON-WAIVER

22.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

23 ASSIGNMENT

23.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment, shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

24 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

24.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

25 WARRANTY

25.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all

defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

26 SEVERABILITY

26.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

27 SURVIVABILITY

27.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Kim Ellison

(Printed)

Title: Board Chair

Date: _____

CONTRACTOR NAME

Signature:

Name:
(Printed)

Title:

Date: _____

Exhibit A:

Deliverables:

Janitorial services via temps

Service Outcome:

Staffing

Method of Evaluation:

Fill vacant positions.

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Click or tap here to enter text.

[The remainder of this page intentionally left blank.]

Request for Board Action

Item Title
International Baccalaureate Organization

Recommended Motion
Included in Consent Agenda

Requesting Division
Academics

Item File Number
2020- 4400000555

Meeting Date for Action
6/9/2020

Reason for Board Action
Contract over $100,000

Background
This contract is to continue IB Program at MPS High Schools.

Timeline/Next Steps
Once approved by the Board programming will start for FY21 school year

Contract Amount
$775,000

Contract Term
July 1, 2020 – June 30, 2021

Contract Type
Master

RFP Status
Single Source, RFP Not Required

MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

CONTRACT FOR SERVICES – $25,000 above

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and International Baccalaureate Organization "Contractor" (collectively "parties") to pay IB Diploma Program Exam Fees for Henry, Roosevelt, Edison, Washburn and Southwest schools.

TERM OF CONTRACT

1.1 This Contract is effective on 07/01/2020 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2023, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as **Exhibit A** ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 *Total Obligation*

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed $775,000.00. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 *Frequency of Invoicing and Terms of Payment*

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable **Exhibit B**. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 *Taxes.*

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following

taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 ***Fund Availability; Federal Funds Contingency.***

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Contract is funded in whole or in part with federal funds, District's payment obligations are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable,

Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C.Section 5119a and 42 U.S.C. Section 14501-05.

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

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9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

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17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

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18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within ten (10) days of the completion, termination of this Contract, or upon request of the District, whichever occurs first; Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Or, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

19.2 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1

Division: Professional Development
Attn: Aimee Fearing
1250 W Broadway
Minneapolis, MN 55411
Email: Aimee.Fearing@mpls.k12.mn.us

CONTRACTOR

Michael Clifton
michael.clifton@ibo.org
Michael Clifton, IB World Schools Manager, International Baccalaureate Organization, IB Global Centre, Washington, DC, 7501 Wisconsin Avenue, Suite 200 West, Bethesda, Maryland, 20814 - Tel: +1 3012023069 Mobile: +1 3012023069 Fax: +1 3012023003

ACKNOWLEDGMENT

21.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

21.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

22 NON-WAIVER

22.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

23 ASSIGNMENT

23.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment, shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

24 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

24.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

25 WARRANTY

25.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct

damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

26 SEVERABILITY

26.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

27 SURVIVABILITY

27.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

Signature:

Name: Kim Ellison

(Printed)

Title: Board Chair

Date: _____

CONTRACTOR NAME

Signature:

Name:_____
(Printed)

Title:_____

Date: _____

Exhibit A:

Deliverables:

IB Exams will be provided to schools

Service Outcome:

Outcome is that every student who signs up for an IB exam will be able to take an IB exam and potentially earn college credit

Method of Evaluation:

IB Exams will be delivered to schools and students will take exams.

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

MPS will be invoiced monthly.

[The remainder of this page intentionally left blank.]

Request for Board Action

Item Title
Learning Disabilities Association Non-public Title Services 2020-21 Vendor Contract

Recommended Motion
Included in Consent Agenda

Requesting Division
Accountability, Research, Equity

Item File Number
2020-4400000557

Meeting Date for Action
6/9/2020

Reason for Board Action
Contract over $100,000

Background
MPS is required to provide federally funded and mandated Title Services to the 17 non-public schools that are located in the district, through a program administrated by MDE. In consultation with the non-public schools, MPS develops programming to meet the needs of the Title students at the sites, which are either provided by vendors or licensed teachers hired by MPS.

With this 1-year contract, Learning Disabilities Association will provide services to Title I students at DeLaSalle High School and St John Paul II Catholic School, designed to help students achieve grade level proficiency, based on standardized assessments in the areas of reading and math. MPS conducted an RFP process in 2018-19 to select four vendors to provide services for 3 years, with an option for 2 more years.

Timeline/Next Steps
This is the 3rd year of the 3-year contract.

Contract Amount
$179,876.69

Contract Term
July 1, 2020 – June 30, 2021

Contract Type
Amendment

RFP Status
Completed

MINNEAPOLIS
PUBLIC SCHOOLS
Urban Education. Global Citizens.

CONTRACT FOR SERVICES – $25,000 above

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Learning Disabilities Association "Contractor" (collectively "parties") to provide provide Title I instructional services to eligible students at DeLasalle High School and St. John Paul II to D-AO-Funded Programs and School Improvement.

TERM OF CONTRACT

1.1 This Contract is effective on 07/01/2020 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2021, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as **Exhibit A** ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 ***Total Obligation***

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed $179,876.79. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 ***Frequency of Invoicing and Terms of Payment***

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable **Exhibit B**. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 ***Taxes.***

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 ***Fund Availability; Federal Funds Contingency.***

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this

Contract is funded in whole or in part with federal funds, District's payment obligations are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C.Section 5119a and 42 U.S.C. Section 14501-05.

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

7 DATA PRIVACY

7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

8 OWNERSHIP OF MATERIAL

8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRACTOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this

Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. 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 that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

13 INSURANCE

13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above $1,000,000 per occurrence through umbrella or excess coverage.

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract

and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILTY

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the

performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1

Division: D-AO-Funded Programs and School Improvement
Attn: Eric Moore
Address: 1250 W Broadway, Minneapolis, MN 55411
Email: Eric.Moore@mpls.k12.mn.us

CONTRACTOR

Learning Disabilities Association; Martha Moriarty
Phone: 952-582-6001
Address: 6100 Golden Valley Rd, Minneapolis, MN 55422
Email: mm@ldaminnesota.org

ACKNOWLEDGMENT

21.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

21.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is

required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

22 NON-WAIVER

22.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

23 ASSIGNMENT

23.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment, shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

24 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

24.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

25 WARRANTY

25.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless

District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

26 SEVERABILITY

26.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

27 SURVIVABILITY

27.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Kim Ellison

(Printed)

Title: Board of Education, Chair

Date: _____

CONTRACTOR NAME

Signature: Martha Moriarty

Name: Martha Moriarty
(Printed)

Title: Executive Director

Date: 6/3/2020

Exhibit A:

Deliverables:

To provide Title I instructional services to Title eligible students in the nonpublic schools for the purpose of accelerating reading, math, and English language proficiency for participating students. Services are provided to Title I eligible students attending DeLasalle High School and St. John Paul II Nonpublic schools in grades K-12 and designed to help students achieve grade level proficiency, based on standardized assessments, in the areas of reading, math, and English proficiency.

Service Outcome:

A. Community Partner. PROVIDER shall apply and become certified as a Minneapolis Public Schools Community Partner prior to providing any services under this contract and provide evidence of certification.

B. Instructional Services. PROVIDER shall provide educational services to students which services are reasonably calculated to help students achieve, as a minimum goal, one year's growth as determined by the standardized test that the nonpublic school uses. DISTRICT expects PROVIDER to provide accelerated instruction that assists students in achieving a gain greater than one year's expected growth.

C. Tutor Absences. PROVIDER shall make a good faith effort to provide a substitute teacher/tutor for any absence by the originally scheduled teacher/tutor only for any absence over three days, or as agreed upon by DISTRICT and/or nonpublic school officials.

D. Family Communication. PROVIDER shall ensure families are notified regarding their child's eligibility for service and provided information regarding their child's progress including, but not limited to the following:

1. PROVIDER shall notify families of their child's Title I eligibility in the form of a MPS Title I Parent Notification Letter by October 20th, 2020.

2. Families of students who are identified as eligible for and provided Title I services after October 20th, 2020 will be notified via letter by PROVIDER no more than two weeks after PROVIDER has received notice of the student's Title I eligibility.

3. PROVIDER will hold an annual MPS Title I Parent/Family Information Meeting with parents of Title I students by October 20th, 2020.

4. PROVIDER will give written progress reports and results of any testing it administered to that student at quarterly intervals to the student's parent/guardian at a minimum of four (4) times per year.

5. PROVIDER shall attend nonpublic school conferences and other scheduled school/family events whenever practicable. These services shall be billed as instructional services.

6. PROVIDER will send letters of invitation, coordinate outreach, and contact families via phone, meeting or home visit as appropriate to notify eligible families at each of the nonpublic schools listed in Attachment B of their child's eligibility for MPS Title I programs.

7. Provider will work with nonpublic administrators and DISTRICT to coordinate and plan the scope of services for Title I programs.

E. Cooperation. PROVIDER shall cooperate with DISTRICT, nonpublic officials, and each student's parent/guardian to develop an instructional program for the student. In cases where the instructional program has not been clearly defined, the PROVIDER will work with DISTRICT, in consultation with nonpublic school administrators, to develop a specific program at the nonpublic site within the parameters of the needs of the eligible students and the budget allocated at that site.

F. Identification of Students. PROVIDER shall provide services to all students who have been determined eligible and placed by DISTRICT with PROVIDER. For purposes of this Contract, a student will be deemed active once the student has been determined eligible for services by DISTRICT in collaboration with nonpublic officials.

G. Site Access. PROVIDER shall allow DISTRICT representatives and the student's parents or guardians' reasonable access to the site where PROVIDER provides educational services.

H. Equipment. All equipment purchased with Title I funds are the property of the DISTRICT, not the PROVIDER.

I. Neutrality. Classroom space, instruction, and materials and supplies are to be secular, neutral, and non-ideological.

J. Tutor Certification. Title I tutors are to be qualified in the content area and grade level for which they are tutoring students.

K. Compliance. PROVIDER will comply with all applicable state and federal laws including Title I statutory and regulatory requirements.

L. Instruction. PROVIDER shall provide both Title I instructional services to eligible students which are secular in nature. Subjects to be covered shall include reading and math proficiency. PROVIDER will ensure instructional group sizes are at appropriate levels to ensure student learning is accelerated and reasonably calculated to help students achieve, as a minimum goal, one year's growth as determined by the standardized tests that the nonpublic school uses.

M. Eligible Student. DISTRICT shall determine each student's eligibility in consultation with the nonpublic school administrators according to the use of multiple, educationally related objective selection criteria.

N. Reports and Documentation. PROVIDER shall provide DISTRICT with the following reports:

1. PROVIDER shall submit to the DISTRICT appropriate documentation of MPS Title I Parent/Family meetings such as MPS Title I flyers, sign-in sheets, and parent/student surveys upon request.

2. PROVIDER shall submit to the DISTRICT copies of written progress reports and results of any testing it administered to students upon request.

3. Beginning September 2020, PROVIDER shall submit its invoices by the 15th of each month following services to DISTRICT in the previous month as described in Exhibit A of this contract, including daily attendance records.

4. PROVIDER shall maintain proper and current documentation, including but not limited to: annual background checks; a list of approved tutors, employees, and/or agents providing services to students; schedules for services provided to each nonpublic school site, daily records of student services rendered including the name and address of student; the name of the PROVIDER'S tutor, employee, and/or agents who rendered the service; and the amount of time of such service.

Method of Evaluation:

A. Evaluation. PROVIDER is responsible for evaluating the effectiveness of the Title I Programs. This includes but is not limited to the use of MPS provided benchmark assessments to monitor student progress in reading and math.

B. Site Review. DISTRICT may conduct an on-site review and/or instructional observations of PROVIDER. On-site reviews may be announced or unannounced. DISTRICT may request monthly meetings with PROVIDER, in person or by telephone, on services provided by PROVIDER. PROVIDER shall cooperate with all such reviews and requests.

C. Quality of Services and Contract Renewal. In contemplating renewal of this contract in successive years, DISTRICT shall analyze the number of eligible students who achieve greater than one year's growth, with the target of grade level proficiency.

Fees:

DISTRICT and PROVIDER have agreed that the PROVIDER's rate for a 1.0 full time equivalent (FTE) for Title I instructional services is $87,000 which equals an hourly rate of $54.37. It is understood that a 1.0 FTE is equal to 40 hours per week for 40 weeks which includes but is not limited to instructional services, instructional preparation, consultation and coordination of Title services, and tutor professional development.

A. Administrative Costs: In all cases described in Exhibit A, the DISTRICT shall pay PROVIDER administrative costs in an amount not exceeding 10% of the total for Title I instructional services.

B. Family Involvement Costs. DISTRICT shall pay PROVIDER $150.00 per hour for services related to family involvement and family involvement activities. The provision of services related to family involvement is subject to the expectations set forth in Exhibit A.

C. Invoices. PROVIDER shall submit an invoice on its organizational letterhead for each month of service. From July 1, 2020 to June 30, 2021 PROVIDER shall submit invoices by the 15th of the month following the previous month of service for which it is billing DISTRICT based on the hourly rates listed above and listed in Exhibit B. Invoices must delineate services provided and fees billed for instructional services, family involvement services, professional development services, and administration services for each nonpublic school. PROVIDER shall submit its final invoice for fiscal year 2020-19 so that it is received by DISTRICT no later than July 9, 2021. PROVIDER understands that DISTRICT will make no payment on any invoice for the 2020-21 fiscal year if it receives after invoices July 10, 2021. DISTRICT reserves the right to request additional information from PROVIDER.

Invoices and related attached attendance sheets must include the following information:

1. Names of the school(s) where the service was provided;
2. Name of student(s) served;
3. Date(s) of service;
4. A detailed summary of the services provided;
5. Number of students served per week;
6. Number of minutes of service per student per session;
7. Subject area of service provided to student (e.g., math, reading, etc.);
8. Monthly expenses per school category (Instructional Services, Professional Development, and/or Administration);
9. Total expenditures for each school for the year.

D. Payment. DISTRICT shall pay PROVIDER within thirty (30) days of receipt of each complete invoice submitted in compliance with this Contract. DISTRICT does not pay in advance for services.

E. Allowable Costs: For the purposes of this Contract, costs are defined by the DISTRICT as:
   1. Instructional: PROVIDER costs for teacher and instructional aide salaries, including fringe benefits; instructional materials, including items such as books, computers and software for student use, workbooks, and supplies.
   2. Administrative: PROVIDER costs incurred to administer the program, including but not limited to: salaries and fringe benefits of the Director, computer assistants, area supervisors, and support staff; office rent and utilities; office equipment and supplies; postage and mailings; telephone; travel; special capital expenses; professional development for Title I teachers and supervisors who are employees of the PROVIDER; and the PROVIDER'S fee.
   3. Professional Development: PROVIDER costs incurred to provide professional development activities to the private school teachers of active students.

F. Site and Service Limits. The sites to be serviced by PROVIDER are listed in Exhibit B and incorporated herein. DISTRICT shall not pay an amount greater than what is listed in Exhibit B per school and shall not pay an amount greater than what is delineated by each particular budget line for services at each listed school.

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EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Exhibit B - Site and Service Limits (Learning Disabilities Association SY20-21)

School	Services to Provided	Number of Title I Instructional Hours	Title I	Number of Family Inv. Hours	Title I Family Involvement	Number of Title III Instructional Hours	Title III ELL	Total
DeLasalle	Academic Services	1443	$ 78,455.91	5	$ 750.00	0	$ -	$ 79,205.91
NCLB	10% Admin		$ 7,845.59					$ 7,845.59
Pope John Paul II	Academic Services	1527	$ 83,022.99	10	$ 1,500.00	0	$ -	$ 84,522.99
NCLB	10% Admin		$ 8,302.30					$ 8,302.30
Total:		2970	$177,626.79	15	$ 2,250.00	0	$ -	$179,876.79

Hourly Academic Service Rate (Title I & Title III)	$ 54.37	Family Inv. Rate	$ 150.00

Estimated Payment Schedule

School	Month	Number of Title I Instructional Hours	Title I	Estimated Number of Family Inv. Hours	Title I Family Involvement	Number of Title III Instructional Hours	Title III ELL	Total
DeLasalle	August + September 2020	160	$ 8,717.32	0	$ -	0	$ -	$ 8,717.32
NCLB	10% Admin		$ 871.73					$ 871.73
DeLasalle	October 2020	160	$ 8,717.32	2.5	$ 375.00	0	$ -	$ 9,092.32
NCLB	10% Admin		$ 871.73					$ 871.73
DeLasalle	November 2020	160	$ 8,717.32	0	$ -	0	$ -	$ 8,717.32
NCLB	10% Admin		$ 871.73					$ 871.73
DeLasalle	December 2020	160	$ 8,717.32	0	$ -	0	$ -	$ 8,717.32
NCLB	10% Admin		$ 871.73					$ 871.73
DeLasalle	January 2021	160	$ 8,717.32	2.5	$ 375.00	0	$ -	$ 9,092.32
NCLB	10% Admin		$ 871.73					$ 871.73
DeLasalle	February 2021	160	$ 8,717.32	0	$ -	0	$ -	$ 8,717.32
NCLB	10% Admin		$ 871.73					$ 871.73
DeLasalle	March 2021	160	$ 8,717.32	0	$ -	0	$ -	$ 8,717.32
NCLB	10% Admin		$ 871.73					$ 871.73
DeLasalle	April 2021	160	$ 8,717.32	0	$ -	0	$ -	$ 8,717.32
NCLB	10% Admin		$ 871.73					$ 871.73
DeLasalle	May 2021	160	$ 8,717.32	0	$ -	0	$ -	$ 8,717.32
NCLB	10% Admin		$ 871.73					$ 871.73
Pope John Paul II	August + September 2020	170	$ 9,224.78	0	$ -	0	$ -	$ 9,224.78
NCLB	10% Admin		$ 922.48					$ 922.48
Pope John Paul II	October 2020	170	$ 9,224.78	5.0	$ 750.00	0	$ -	$ 9,974.78
NCLB	10% Admin		$ 922.48					$ 922.48
Pope John Paul II	November 2020	170	$ 9,224.78	0	$ -	0	$ -	$ 9,224.78
NCLB	10% Admin		$ 922.48					$ 922.48
Pope John Paul II	December 2020	170	$ 9,224.78	0	$ -	0	$ -	$ 9,224.78
NCLB	10% Admin		$ 922.48					$ 922.48
Pope John Paul II	January 2021	170	$ 9,224.78	5.0	$ 750.00	0	$ -	$ 9,974.78
NCLB	10% Admin		$ 922.48					$ 922.48
Pope John Paul II	February 2021	170	$ 9,224.78	0	$ -	0	$ -	$ 9,224.78
NCLB	10% Admin		$ 922.48					$ 922.48
Pope John Paul II	March 2021	170	$ 9,224.78	0	$ -	0	$ -	$ 9,224.78
NCLB	10% Admin		$ 922.48					$ 922.48
Pope John Paul II	April 2021	170	$ 9,224.78	0	$ -	0	$ -	$ 9,224.78
NCLB	10% Admin		$ 922.48					$ 922.48
Pope John Paul II	May 2021	170	$ 9,224.78	0	$ -	0	$ -	$ 9,224.78
NCLB	10% Admin		$ 922.48					$ 922.48
Total:		2970	$177,626.79	15	$ 2,250.00	0	$ -	$179,876.79

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Request for Board Action

Item Title
Lexia Learning Systems

Recommended Motion
Include in Consent Agenda

Requesting Division
Academics

Item File Number
2020-4400000536

Meeting Date for Action
6/9/2020

Reason for Board Action
Contract over $100,000

Background
An online reading program used in our elementary and middle schools.

Timeline/Next Steps
Need June 9th approval so access can be ready for FY21 school year

Contract Amount
$540,342.00

Contract Term
July 1, 2020 – June 30, 2021

Contract Type
Master

RFP Status
Single Source, RFP Not Required

MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

CONTRACT FOR SERVICES – $25,000 above

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Lexia Learning Systems LLC "Contractor" (collectively "parties") to provide Lexia Learning Systems for elementary and middle schools to Minneapolis Public Schools.

TERM OF CONTRACT

1.1 This Contract is effective on July 1, 2020 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 30, 2021, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as **Exhibit A** ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 ***Total Obligation***

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed $540,342.00. Contractor shall

not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 ***Frequency of Invoicing and Terms of Payment***

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable **Exhibit B**. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 ***Taxes.***

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 ***Fund Availability; Federal Funds Contingency.***

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Contract is funded in whole or in part with federal funds, District's payment obligations

are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C.Section 5119a and 42 U.S.C. Section 14501-05.

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

7 DATA PRIVACY

7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

8 OWNERSHIP OF MATERIAL

8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRACTOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this

Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. 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 that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

13 INSURANCE

13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above $1,000,000 per occurrence through umbrella or excess coverage.

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract

and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILTY

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the

performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1

Division: Teaching & Learning
Attn: Jennifer Rose
1250 W Broadway
Minneapolis, MN 55411
Email: jennifer.rose@mpls.k12.mn.us

CONTRACTOR

Lexia Learning Systems
Phone: 978-287-0062
Address: 300 Baker Avenue, Suite 320, Concord, MA 01742
Email: dwalsh@lexialearning.com

ACKNOWLEDGMENT

21.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

21.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

22 NON-WAIVER

22.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

23 ASSIGNMENT

23.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment, shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

24 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

24.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

25 WARRANTY

25.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all

defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

26 SEVERABILITY

26.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

27 SURVIVABILITY

27.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Click or tap here to enter text.

(Printed)

Title: Click or tap here to enter text.

Date: _____

CONTRACTOR NAME

Signature:

Name: Dennis Walsh
(Printed)

Title: Click or tap here to enter text.

Date: _____

Exhibit A:

Deliverables:

Please refer to MSA

Service Outcome:

Please refer to MSA

Method of Evaluation:

Please refer to MSA

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

[The remainder of this page intentionally left blank.]

Request for Board Action

Item Title
Contract for Lorenz Bus Service, Inc.

Recommended Motion
Included in Consent Agenda

Requesting Division
Operations

Item File Number
2020-12633

Meeting Date for Action
6/9/2020

Reason for Board Action
Required by Law or Regulation

Background
FY21 contract for services with Lorenz Bus Service, Inc. to provide transportation services to MPS students for 2020-2021 school year.

Timeline/Next Steps
Board approval 6/9/2020, routes to be determined and assigned prior to start of school, 9/7/2020

Contract Amount
$4,000,000

Contract Term
7/1/2020-6/30/2021

Contract Type
Master

RFP Status
Completed

CONTRACT FOR SERVICES

($25,000+)

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Lorenz Bus Service Inc, "Contractor" (collectively "parties") to provide Provide on time and safe Bus service for MPS students throughout the district to various schools for 2020-2021 School Year to D-Ops-Transportation.

1 *TERM OF CONTRACT*

1.1 This Contract is effective on 07/01/2020 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2021, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as Exhibit A ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 ***Total Obligation.***
District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed $4,000,000.00. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 ***Frequency of Invoicing and Terms of Payment.***

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable Exhibit B. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 ***Taxes.***

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 ***Fund Availability; Federal Funds Contingency.***

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Contract is funded in whole or in part with federal funds, District's payment obligations are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C.Section 5119a and 42 U.S.C. Section 14501-05.

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

7 DATA PRIVACY

7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

8 OWNERSHIP OF MATERIAL

8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRATOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except

as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. 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 that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

13 INSURANCE

13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above $1,000,000 per occurrence through umbrella or excess coverage.

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in

providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract, and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILTY

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within ten (10) days of the completion, termination of this Contract, or upon request of the District, whichever occurs first; Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Or, Contractor, upon the request of the

District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

19.2 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1
D-Ops-Transportation
Attn: Lisa Beck
1250 W Broadway
Minneapolis, MN 55411
Email: lisa.beck@mpls.k12.mn.us
Fax:

Lorenz Bus Service Inc

Attn:_____

Address: _____

Email: _____

Fax: _____

22 ACKNOWLEDGMEN**T**

22.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

22.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

23 NON-WAIVER

23.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

24 ASSIGNMENT

24.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment,

shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

25 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

25.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

26 WARRANTY

26.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

27 SEVERABILITY

27.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

28 SURVIVABILITY

28.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: Jennifer Lindquist
(Printed)

Title:_____

Date: _____

Lorenz Bus Service Inc

By: _____

Name:_____
(Printed)

Title:_____

Date: _____

Description of Services and Service Delivery

EXHIBIT A: SCOPE OF WORK

I. SERVICE PROVIDER COMPLIANCE REQUIREMENTS

A. Successful Contractors must have all drivers travel over assigned routes on a dry run paid for at the contract rate and report to the principal **or designee** of each school on the route, on weekday(s) prior to the first day of school, which day(s) shall be at the District's option. **PAYMENT FOR THE ROUTE WILL BE DETERMINED BY THE SIGN-IN LOG OR GPS LOG AT EACH SCHOOL SERVED BY THE ROUTE.**

B. In the event that the School District closes school and disrupt normal scheduling due to any labor dispute with an employee organization and the Board, then the District reserves the right upon notice to the Contractor to cancel any service contemplated by this agreement. No payment shall be made to the Contractor for days or periods of time that schools are not in session.

C. In the event that the Contractor is unable to perform service for the District due to any labor dispute between the Contractor and its employees, or, if for any reason the Contractor is unable to perform the service, then the School District reserves the right to permanently reassign any or all routes to other Contractors, to itself, or both

D. The Contractor agrees to comply with all Minnesota Department of Education and Minnesota Department of Public Safety Rules as they exist at all times pertaining to and governing the design, color and operation of school buses operated by contract carriers.

E. Contractor must immediately NOTIFY the Director of Transportation Services or designee of all accidents/incidents involving buses **(personal injury and/or property damage accidents)** operated for the District **AND PROVIDE A COMPLETED ACCIDENT REPORT WITHIN 24 HOURS.** Contractor must follow established procedures for reporting results of accident investigations. Failure to comply may/will result in loss of the route in question.

F. Contractor must immediately NOTIFY the Director of Transportation Services or designee of all complaints and allegations involving bus drivers and/or bus personnel **AND PROVIDE A COMPLETED INCIDENT REPORT WITHIN 24 HOURS.** Failure to comply may/will result in loss of the route in question.

G. Shall actively participate in using District specified software applications that are used to manage transportation operations and automated stop notification system. Specifically these are the District Transportation web site and Synovia's Fleet Tracking, Time and Attendance and "Here Comes the Bus" systems.

Use of these systems include, but not limited to:

- Maintaining an accurate assignment of school session route bus assignments in Synovia Fleet Tracking
- Ensuring that vehicle substitutions or pivot assignments are made before service is provided by either the Driver using the MDT (Mobile Data Terminal) on the bus or using the Synovia Fleet Tracking system

H. All vehicles planned for service shall be equipped with a District supplied communications radio, GPS device and driver Mobile Data Terminal (MDT/tablet)

I. The communications radio, GPS device and driver MDT for all equipped vehicles shall be maintained in working order by the Contractor

J. Service shall only be provided using vehicles that have a District supplied communications radio, GPS device and driver MDT in working order

K. Provide notice to the District of new drivers prior to the driver providing service. The District will then assign and provide a driver identification number to be used with the MDT.

L. Contract driver MDT responsibilities, but not limited to:

- Identify themselves as the operator of a vehicle prior to providing service by logging in to the MDT using a District assigned driver identification number (DIN)
- Specify the service they are going to provide by selecting either the default route assigned to the vehicle or select the route or any portion of a route they are assigned to perform. If a Driver is assigned various runs/trips, prior to performing each trip the driver shall initiate service on the MDT for each trip
- On completion of driver's assigned service, the driver shall log out of the MDT
- Report MDT operational issues to service provider dispatch or maintenance for remediation
- ***No driver shall provide service unless they have a District Assigned driver identification number***

M. Contractor shall provide a vehicle inventory of all vehicles planned to be used to provide service. This includes the vehicle number, vehicle type (i.e., Type A, Type C, Type D or Type III), manufacturer, model year, model, VIN, color, passenger capacity (i.e., regular and wheel chair), license plate number, fuel type and installed District radio serial number (if applicable)

N. Contractor shall notify the District of any vehicles that are equipped with District supplied communications radio, GPS device or MDT that are permanently removed from service

O. Contractor shall return any District supplied equipment for vehicles that are decommissioned and removed from their fleet

P. Contractor will notify the District of any communication radio, GPS device or MDT that is not operating properly

Q. Notification to the District must be provided when Contractor is performing service using a vehicle that is **NOT** equipped with a District supplied radio, GPS device and MDT If the District chooses to not allow service to be provided from the Contractor using the planned vehicle, the District will facilitate a substitution with another Contractor or provide a Board Cover of the service.

R. The contractor agrees to present mid-year performance review demonstrating compliance in all stated expectations of contract, which include, but are not limited to, the following performance areas:

1. Performance
    a. On-time arrival
    b. Customer satisfaction
    c. Customer complaint resolution
    d. Problem solving

2. Contract service requirements
    a. Billing timeliness and accuracy
    b. Accident/Incident reporting
    c. Employee training
    d. Staffing

II. VEHICLES – BUSES AND TYPE IIIs

1. DEFINITIONS (Types of Vehicles)

1. Type C & D School Buses – are buses of more than 10,000 pounds Gross Vehicle Weight Rating (GVWR) having a capacity of more than nineteen (19) pupil passengers. These include the conventional (school bus body attached to a truck chassis), forward control and pusher-type vehicles. All are constructed and equipped to meet the State of Minnesota minimum standards for school buses.

    a. Successful Contractor must be able to provide Type C or D buses designed for carrying not less than 65 passengers, except as noted, where written quotations are requested on a school bus equipped to transport students with disabilities and special needs.

2. Type A or B School Buses – are buses with a gross vehicle weight rating (GVWR) of 10,000 pounds or less, designed for carrying more than ten (10) persons, shall be painted National School Bus Yellow; identified as a school bus, equipped with eightlamp warning system and stop signal arm, and shall operate as a Type A bus.

    a. Successful Contractor must be able to provide Type A or B buses designed for

carrying not less than eighteen (18) persons, except as noted, where written quotations are requested on a school bus equipped to transport students with disabilities and special needs.

3. Type III Vehicles – Type III Vehicles are restricted to vans, and buses having a maximum manufacturer's rated seating capacity of 10 or fewer people, including the driver, and a gross vehicle weight rating of 10,000 pounds or less. "Type III Vehicles" must not be outwardly equipped and identified as a type A, B, C, or D school bus. A van or bus converted to a seating capacity of ten or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.

B. BUSES AND TYPE III VEHICLE REQUIREMENTS

1. The District requires that contract operators provide school buses that have current school bus certification stickers as required by Minnesota law, and conform to Federal Motor Vehicle Safety Standards (FMVSS) that apply to school buses. During the life of the contract, the following age limitations shall apply:

TYPE "D" TRANSIT TYPE BUSES 15 model years
TYPE "C" CONVENTIONAL BUSES 15 model years
TYPE "A" AND "B" BUSES 12 model years
TYPE III VEHICLES 12 model years

At least fifty (50%) percent of the bus equipment, not including replacement and stand-by buses, operating in the District shall not be older than the average of ten (10) years at the start of each contract year.

2. School buses shall comply with all federal and state laws and regulations at all times under this contract.

3. Successful contract Contractor shall maintain one standby vehicle for each ten (10) vehicles specified as being available. If less than ten (10) vehicles are specified as available, one standby unit shall be maintained.

4. Successful contract Contractor shall have enough vehicles available to cover for breakdowns, service, and accident repairs.

5. **The District shall determine required bus and Type III capacity based on route requirements.**

6. If Contractor proposed to furnish new equipment, such new equipment will be provided for service on or before commencing performance and that arrangement for the payment of said new equipment has been made to the seller's satisfaction.

7. If the Contractor proposed to furnish used equipment, Contractor shall provide proof of ownership upon request. All vehicles must be maintained in safe operating condition, and Contractor shall provide that exterior and interior cleanliness be

maintained. Sufficient heat as determined by the District shall be maintained in all vehicles at the time pupils are being transported.
8. Contractor shall provide the District with a complete list and description of buses Designated as available for all categories of service by **August 1st, 2018** and every **August 1** thereafter.

9. All buses must display the following interior signs:
   a. School Bus Rules and Regulations (provided by Minneapolis Public Schools).
   b. "No Smoking Signs" (front and rear of bus).
   c. Safety signs provided by the District.
   d. "Cross ten feet in front of the bus" sign.
   e. Two (2) inch high numerals identifying each row of seat above the right and left side windows from front to rear of each bus. Example: 1-11 on a 65-passenger bus, 1-4 on a Type A school bus.
   f. Cell phone usage sign (provided by Minneapolis Public Schools).

10. All Type "C" and "D" school buses must be equipped with bumper mounted crossing arms. Buses equipped with wheelchair lifts that are scheduled exclusively for curb pickups, are exempt from requiring a crossing arm.

11. Mobile Data Terminal (tablet) operating instruction placard in a conspicuous location for operator reference (placard to be supplied Minneapolis Public Schools)

C. OTHER EQUIPMENT REQUIREMENT

Securement Systems (for wheelchair) mobile seating device occupant shall comply with the **2015 (NSTSP)** National Standards for School Buses and Operators and State of Minnesota rules on minimum standards promulgated in Minnesota Rules 7470.1600. The Contractor shall provide approved car seats, supports and/or protective devices for those students who will require such devices to insure their safe transportation, as provided in Minnesota Rules 7470.1600, subparts 6 and 7:

> "Subp. 6. **Special equipment.** Specially adapted seats, support, or protective devices must be provided for all pupils who require the devices to ensure their safe transportation. These devices must be selected by the school district in consultation with the pupil's parents and on the basis of the specific needs of the individual pupil with a disability.
>
> Subp. 7. **Wheelchair securement.** A school bus used to transport pupils in wheelchairs must be equipped with fastening devices that will hold the wheelchairs securely in a fixed position.

When required, the successful Contractor shall provide approved car seat(s) and/or booster seat(s) according to the needs of the awarded route(s). This equipment shall be kept in satisfactory conditions at all times and replaced at the expense of the Contractor. When the contract bus(s) is/are without the required child seat(s) at any time when school is in session, the District will provide the seat and a $15 per day rental fee (per car seat and/or booster seat) will be billed to the contract bus company until such time that the Contractor can provide its own. The total rental costs will be deducted from the balance of the valid claim for compensation. If the

rented car seat and/or booster seat is returned damaged or in a non-usable condition, the Contractor will be charged for half or full value of the seat based on its age and time of rental.

D. CONDITION OF BUSES AND TYPE III VANS

1. Buses shall be maintained in good operating order and all equipment shall function properly as required by state law. Buses shall be painted the color required by law in the State of Minnesota. The interior, exterior, and windows of a bus shall be kept clean. Each bus shall be swept daily, and the floor and rear windows shall be cleaned daily. Contractor shall indicate the facilities available for cleaning buses.

2. Buses used must be equipped with signs, located in the second right side window, indicating the school name and route number for the convenience of students, parents, and administrators.

E. INSPECTION OF BUSES AND TYPE III VANS

Contractor shall have all buses inspected by the Law Compliance Representatives (LCR) of the Minnesota State Patrol annually as is required by state law. Contractor shall furnish the District's Director of Transportation Services with a copy of the summary of all of the annual and all or any periodic motor vehicle inspection reports prepared by the Minnesota State Patrol showing the inspection sticker that has been attached to each bus. Such forms shall be furnished immediately upon the completion of inspection by the Minnesota State Patrol. In addition to the State Patrol inspection, a special inspection of a school bus may be conducted by District personnel. Corrective action shall be taken by the school bus owner as set forth in the inspection report.

III. DRIVERS

A. DRIVER HIRING

1. Contractor shall furnish the Director of Transportation Services with a list of drivers, current addresses and telephone numbers, and drivers' licenses. The list shall include all drivers assigned to regular school transportation routes and special education transportation routes and shall be provided to the Director not later than one week prior to the first day of the school year.

2. The Contractor must obtain a copy of the applicant's driving record prior to hiring.

3. Driving records must be checked at least **two (2) times** during a school year; **September 15 and January 15** and, **copies of the records shall be available to the District on demand.** The cost for record checks shall be the Contractor's responsibility.

4. The Contractor shall contact the District(s) or carrier(s) who previously employed the driver who is applying for a job or is already licensed as a school bus driver.

5. The District or independent operator may request a driver license examination of any of their drivers. This exam will be conducted by the State.

6. The Contractor must have a drug and alcohol testing program as prescribed by the US Department of Transportation 49 CFR Part 382 *et seq.* **RECORDS SHALL BE AVAILABLE FOR INSPECTION BY THE DISTRICT.**

B. DRIVER OPERATING REQUIREMENTS

Drivers must:

1. Know the exact location of the school assigned and the best route to the agency or institution to be served. Each driver shall carry a current route schedule and route map. Each driver shall be required to wear a photo ID card approved by the District at all times while assigned to a District route.

2. Capability to operate a Mobile Data Terminal (tablet) which includes logging in, selecting route or trip services that they will be providing, checking special education students on/off the bus and logging off.

3. Become familiar with those instructional materials **in the Driver's Handbook** for student management supplied by the District Department of Transportation Services.

4. Become familiar with the route and adhere to the time schedule (drivers shall have in their possession and use an accurate time piece) established by the Department of Transportation Services and make stops designated by the Department only. **No UNSCHEDULED** stops are allowed.

5. Be responsible for maintaining proper order among all passengers being transported. Drivers shall adhere to guidelines for student bus safety rules and discipline procedures as provided by the District.

6. Ensure that only those authorized by the Department of Transportation Services be permitted to ride the bus.

7. Cooperate with the Department of Transportation Services in conducting periodic school bus evacuation drills as set forth by state law.

8. Remain on their assigned school buses or at the entrance door of their assigned bus during all loading and unloading operations.

9. Work cooperatively with aides and school bus safety assistants when assigned to specific special education transportation routes.

10. Have read and carry a Minneapolis School Bus Drivers' Manual and School Locator Guide (provided by the District).

C. DRIVER TRAINING

1. Each school bus driver assigned to a District route shall be evaluated and certified by the Professional Driver's Academy. Each participant must demonstrate competency and proficiency in those areas as specified by the Academy. Drivers who are deficient in one or more areas will be required to complete coursework, as provided by the Academy, before receiving a certificate of completion through the Academy and Dakota Technical College. The Academy also reserves the right to require a driver attend refinement training for just cause. Any driver's failure to attend or successfully complete any portion thereof may result in suspension or revocation of that driver's privileges to serve the School District. The cost of tuition, evaluations and subsequent coursework performed by the Academy shall be at the expense of the Contractor. The Contractor shall provide vehicles for such purposes. Evaluations and coursework shall include, but are not limited to:

- Defensive driving
- Pre-trip inspection
- Geography skills
- Special education
- Emergency preparedness
- Customer relations
- Behavior management
- Loading and unloading procedures
- Communications radio operations
- Mobile Data Terminal (tablet) operations

(Charges will be accessed at the rate of $125.00 for each driver certification and $60.00 for each hour of required training, or as such charges change. No notice of charge increase or decrease shall be required or provided.)

2. Each school bus driver assigned to a District route shall be required to view the Smith System video – FIVE KEYS TO SAFETY. The Minnesota School Bus Driver Safe Driving Curriculum, 2001, published by the Department of Public Safety will be used in providing the required classroom training. Copies may be obtained from the District Department of Transportation Services.

3. Pre-service training shall include a minimum of sixteen (16) hours of classroom and Ten (10) hours behind-the-wheel training.

4. Each Contractor shall provide a copy of all school bus driver training programs for District approval and certify in writing that each driver operating in District has successfully completed the prescribed program. District approved material must be Included in the Contractor school bus driver orientation in-service training.

5. District in-service meetings will be conducted in August-September, November and March-April of each school year. Contractor driver and supervisory personnel Attendance shall be mandatory.

6. School bus driver instructors and District Department of Transportation Services management personnel will be allowed to participate in the monthly safety meetings conducted by Contractors.

7. Contractors shall include their school bus driver trainers to attend the Minnesota School Bus Driver Trainer seminar during the first year of the contract.

IV. OTHER PERSONNEL

A. TRAINING

One or more Contractor personnel shall attend District provided training for:

- Use of the District Transportation web site software application
- Use of the Synovia software application
- GPS device and MDT operation
- GPS device and MDT repair
- District notification processes such as employee hires and terminations, vehicle
- retirement, new vehicles planned for District services, etc.

Training will be offered prior to the start of the contract, annually prior to the fall school session startup and as needed for new Contract personnel

V. SCHEDULES

A. Buses must be at starting points on time. This is imperative for the correct functioning of programs. Schedules supplied by the District Department of Transportation Services must be followed. Any unauthorized deviation will result in billing adjustments (including liquidated damages).

B. Each bus used for school transportation shall be equipped with a current route schedule and run directions in paper format, electronic tablet format, or both. The District Director of Transportation Services and/or her/his designee may stop a driver to inspect for compliance with Transportation guidelines. Failure to comply will result in billing adjustments (including liquidated damages).

C. Schedules issued by the District Department of Transportation Services shall not be altered and added to other routes except with the concurrence of the Director of Transportation or the Director's designee. Failure to comply will result in billing adjustments (including liquidated damages).

D. PROCEDURE

1. At the start of each day, all driver information will be forwarded to District Dispatch through Department of Transportation Services website. It will be assumed that drivers who are scheduled to work are on the radio and in route to their first stop unless the District hears otherwise from the Contractor via phone or District Transportation website with last minute changes.

2. At the start of each day, Contractor must ensure that scheduled equipment for the day has functioning GPS, tablet, and radio equipment.
3. Throughout each day, each Contractor driver must log in to and out of GPS system tablet installed in his or her assigned vehicle multiple times per day and at points in time specified by the District (specifically, before and after each shift has been completed, unless otherwise specified by the District). Additionally and also on a daily basis, each Contractor driver must interact with the GPS system tablet installed in his or her assigned vehicle in the following capacities: route navigation, selecting his or her assigned route, and selecting his or her assigned employee type as specified by the District.

4. There should be minimal radio contact with the District dispatch unless an inquiry has to be made regarding bus location, estimated time of arrival, or time checks.

5. In the event of bus breakdown, the Contractor's bus driver will first notify District dispatch of breakdown, location, name of school, run number and if students are on board. Then the Contractor's bus driver will next contact their respective Contractor station to apprise their personnel. The Contractor will either have their driver relay to District dispatch who will be responding or the Contractor will notify District directly.

6. The Contractor's safety staff will respond to its own accidents or student behavior issues unless District safety intervention is requested by the Contractor.

7. If a Contractor driver fails to answer the radio when called, notation will be made into the computer regarding same and the Contractor will be notified. Failure to respond after several attempts may result in a change in personnel for route coverage particularly if the route is running late.

8. Contractor shall have in place and accept all liability for the shredding and disposal of all documents containing student data that includes, but is not limited to, students' names, addresses, schools, and or assigned bus stop information as soon as the documents are no longer needed.

9. Contractor shall be required to make their vehicle fleet available within 10 business days of request to the District's system installers for installation of GPS and/or Radio equipment as scheduled by the District-specified installations service provider. Additionally, Contractor shall provide and assign a temporary substitute vehicle that contains functioning GPS and/or Radio equipment during this time period.

10. Contractor shall be responsible for the troubleshooting and remediation of malfunctioning GPS and Radio equipment to resolution (i.e., equipment is fixed, or RMA is initiated) within two business days of the date in which the issue was discovered and reported to Contractor. Additionally, and within the same two-day period, Contractor shall be responsible for reporting unfixable GPS and Radio equipment to the District, for facilitating and expediting GPS and Radio equipment related communications between Contractor and the District, and for coordinating and

collaborating with the District to resolve each GPS and Radio equipment-related incident and issue.

11. Contractor shall be responsible for GPS and Radio equipment swaps from any current or retiring Contractor vehicle servicing District routes to any newly acquired Contractor vehicle intended for District route service.

VI. SERVICE PROVIDER PERSONNEL

A. Contractor shall provide information about staffing and organization as requested by the District.

B. Contractor shall provide adequate training and supervision of drivers consistent with District policies and practices. Must maintain a State Certified School Bus License examiner or provide provisions for testing at authorized driver testing centers. Contractor shall provide a list of supervisory personnel who are responsible for field supervision of Contractor's drivers assigned in the District.

C. Maintenance Personnel. Contractor shall provide an adequate capability for maintenance of the size of the bus fleet and maintenance program, including capacity for GPS system and Radio equipment maintenance

D. Accident Review Panel. Contractor must participate in a District managed Accident Review Panel and provide the secretary of the Accident Review Panel a copy of all motor vehicle accidents in accordance with the by-laws of the Accident Review Panel.

E. On an annual basis as a part of the Annual Service Plan (Section I.A. above), the Contractor shall provide to the Director of Transportation Services current emergency and after hours contact telephone numbers (office, pages, cellular telephone, and if necessary, home phone) of key personnel (including managers) who would have pertinent information about bus drivers, routing information, scheduling assignments, etc. This information is to be updated with changes, deletions and/or additions throughout the contract.

VII. DIRECT DISTRICT SUPERVISION

A. The District Department of Transportation Services will employ on a forty-five (45) week basis two (2) communications specialists and (2) managers will be assigned who will work closely with the Director of Transportation Services (or designee) to communicate with school buses and provide adequate daily communication with drivers from all Contractors.

B. The District shall provide the extra personnel from 6:00 a.m. until the workload is at a level where personnel can be reduced.

C. On a daily basis prior to the start of the first route, the Contractor shall provide (to the District) via District's system of choice, the names, identification numbers, and bus numbers of those personnel assigned to a Minneapolis route.

D. Any personnel and/or bus changes will be provided by the Contractor to the District PRIOR TO the route being serviced/the change taking effect so the dispatch staff is up-to-date on route/personnel assignments. Failure to comply may/will result in loss of the route in question, billing adjustments (including liquidated damages), or both.

E. The District will not be responsible for maintenance of Contractor vehicles. All information

regarding same will be forwarded directly to the Contractor.

F. No Contractor shall cover or be requested to cover a route of another Contractor without District approval.

G. Contractor will be assessed a rate based upon the number of routes awarded annually divided into the total salaries for two forty-five week communication specialists and two managers plus **36**% benefits. Salary increases will be added according to the applicable collective bargaining agreement annually.

VIII. FACILITIES

A. Contractor's facilities should Large enough to secure vehicles when not in service and be located near enough to provide service to any part of the District within thirty (30) minutes; to provide replacement buses in the event of breakdown with less than **thirty (30) minutes** delay; and to have dispatched a separate bus to keep succeeding trips on time. When a spare bus is dispatched, the driver shall assume responsibility for transferring students to the spare bus and continuing the route.

B. Facilities required:

1. Office with staff available so messages will be received and answered WITHIN 10 MINUTES during any time period when Contractor's buses and vehicles are in use.

2. Bus maintenance facilities must be adequate to carry on an adequate scheduled maintenance program for the size of the bus and Type III fleet, so that repairs can be made immediately, keeping the required spare buses available at all times.

3. Bus maintenance facilities must be of adequate in size to provide secure off-street parking for all vehicles operating bus route serving Minneapolis Public Schools

4. Suitable driver training facilities and equipment shall be provided.

IX. TECHNOLOGY

A. Contractor must provide a direct ring line between each terminal and the District Department of Transportation Services.

B. Contractors shall access District software applications to receive daily route changes, route copy and GPS information. District software systems will be made available on both the Internet and within the District network via a VPN connection from the Contractor facilities. Access to software applications requires a personal computer or tablet using a web browser (e.g. Chrome, Firefox, and Internet Explorer and Edge web browsers) and a Portable Document Format (PDF) reader (e.g. Adobe Reader). Web browser performance can vary depending on which one is used.

C. Contractor will be required to lease from the District a GPS (Global Positioning System) equipment specified by the District that would be installed in each vehicle that would be

providing service to the District

D. All participating Contractors will be assessed a rate based upon the number of GPS and communications radio units required which are equal to the number of routes awarded plus required spares. (Units will be leased at the rate of $50 per month for each of the route buses and spare buses awarded to the Contractor, the rate will be adjusted yearly based on the current cell service and licensing costs.)

E. Communications radios, GPS devices and MDT equipment shall be installed or uninstalled by a qualified service provider specified by the District at the rate of **<insert current rate here>** per each route bus AND standby bus specified in Section VII. B; the cost of the installation shall be the responsibility of the Contractor.

F. The cost of the cellular service will be included in the lease rate.

G. The Contractor shall have communications radio equipment specified by the District in each vehicle that is servicing District routes or is planned to service District routes in the future. The Contractor shall ensure that the District has been informed of all vehicles' Radio ID numbers PRIOR to those vehicles being used to provide transportation services to the District.

1. Two-way Radio Equipment

   a. Successful Contractors are required to equip 100% of the buses and Type III vans with operable two-way radios that have the approval of the District**.** CB type radios are not permitted.

   b. The District requires the Contractor use the District's radio system. **All radios are the property of Minneapolis Public Schools.** This radio system shall be programmed by the District, and the repeater system is the responsibility of the District. Any mobile radio maintenance and repairs shall be the responsibility of the Contractor. Upon termination of the contract, and radios are returned to the District, the power cords, mounting brackets and screws, and antennas shall be returned as a unit. The coax cables are exempt. All radio repairs shall be performed by a service provider specified by the District.

X. Digital Video Surveillance

Rules of operation;

A. Minneapolis Public Schools and the companies under contract for transportation services must have digital video and audio equipment in school buses for the purpose of monitoring behavior.

B. The district and contractors will purchase and install a video surveillance system for all buses operating under the transportation contract. The system must be compatible with district defined standards to ensure consistency of operation. The digital video surveillance system will be used to support the drivers report and to enforce the consequences of the district student behavior management plan.

C. The digital recording will be viewed only by the MPS Transportation Director or designee,

the principal of the school building or designee, bus company safety director, bus driver (at review of incident), school liaison officer or other appropriate law enforcement agencies. Any digital recording that reveals unlawful actions may be brought to the attention of law enforcement agencies. Whenever a parent or guardian disputes or challenges a report of recorded misbehavior, it will be the responsibility of the school principal to review the recording. The recording will then be used to assist in determining whether or not the incident actually occurred and if so, the severity of the incident. Neither the student nor the parent/guardian of the student that has been recorded will be allowed to view the recording, in accordance with data privacy laws and district policy., unless the student is the only subject on the recording or the building principal has obtained written permission from the parents/guardians of all other students on the recording in question. Upon written request, the school district will provide a written summary of the recorded incident(s) to a student pictured on a recording or to the students' parents/guardians.

D. Each bus company will be responsible for the security of the digital video equipment and the handling and storage of the recordings, based on the following requirements.

a. All recording are to be treated as confidential student information. All requests for review must be referred to the Director of Transportation Services or designee. Copies of recording may not be provided without review by District Counsel.

b. Separate recording must be maintained and time stamped to identify AM and PM trips. All recordings must be retained for a period of one week and specific dates requested by the Director of Transportation Services or designee for longer periods of time to be determined.

c. No recording may be shown to anyone not directly related proceedings without the permission of the Director of Transportation Services or designee.

d. No recording may be released to any media organization without consent from the Director of Communications or District Counsel.

Video Equipment

The digital camera systems must at a minimum:

a. Be constructed of durable industrial grade materials

b. Record both video and audio

c. Record a minimum of 12 hours of video

d. Be equipped with at least three (3) cameras inside the school bus mounted in the front, back and over the door covering the drivers are of the bus.

e. Be capable of recording from multiple cameras without reducing the quality or time of recording.

f. Be activated by the schoolbus ignition switch (not driver operated).

g. Be designed for school bus operation.

h. Be certified for operation in extreme cold conditions.

i. Record in a format that is convertible or exportable to standard media, including DVD or flash drive.

j. Record in a format that is compatible with, or easily convertible to, standard viewing formats including QuickTime, windows media player or AVI.

Video must be converted to DVD or a viewable format before recording is sent to transportation

department.
A camcorder mounted inside the bus or in a box does not meet the requirements of this contract section and will not be considered to be a digital camera system for contract compliance and issues of non-performance.

Service Outcome

Successful on time delivery of MPS students to and from their schools and home.

Method of Evaluation

Monthly meetings for evaluations, penalties apply if applicable. Vendor will also be held accountable by the language agreed upon in the Exhibit of section of the contract.

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

The payment terms are as follows:

If there are no exhibits:

This Exhibit and page have been intentionally left blank.

EXHIBIT C: COVID-19 COMPLIANCE

SERVICE PROVIDER COMPLIANCE REQUIREMENTS

A. The Contractor agrees to comply with all State, City and MPS regulations as they pertain to COVID-19 related rules and regulation.

B. The Contractor agrees to comply with the following MPS COVID-19 protocols

1. Conduct pre & post cleaning of buses daily
2. Sanitize each bus between each run daily
3. Utilize MPS approved cleaning solution
4. Provide a transparent barrier between driver and students
5. Conduct verbal employee wellness checks daily

C. Each Contractor shall provide training on COVID related cleaning methods.

D. Contractor must immediately notify the Director of Transportation Services of any employee absences due to illness. Contractor must follow established procedures for reporting results.

Request for Board Action

Item Title
Contract for Mansfield Oil Company

Recommended Motion
Included in Consent Agenda

Requesting Division
Operations

Item File Number
2020-12626

Meeting Date for Action
6/9/2020

Reason for Board Action
Required by Law or Regulation

Background
FY21 contract with Mansfield Oil Company to provide diesel and unleaded fuel to MPS as needed and called upon from the Transportation Department.

Timeline/Next Steps
Board approval 6/9/2020, routes to be determined and assigned prior to start of school, 9/7/2020

Contract Amount
$500,000

Contract Term
7/1/2020-6/30/2021

Contract Type
Master

RFP Status
Completed

Contract Summary

Contract Group: D-Ops-Transportation
Contract Type: Purchase Goods / Transportation

Status: In Process

VENDOR SELECTED

Company Name:	Mansfield Oil Company
Reason Vendor Selected:	State, Cooperative or Joint Power Contract
Code of Ethics Compliant:	Yes
Diversity Business Type:	Not Diverse

CONTRACT INFORMATION

Contract Number:	MAS-12626
Contract Purpose:	Fuel for District Vehicles
Contract Manager:	Dawn Schnickel
Contract Description:	Diesel and Unleaded Fuel for MPS district vehicles.
Deliverables/Outcomes:	As in the past years, the State works with cities, Municipalities and school districts to define the strategy to bid fuel. Both the types and quantities of fuel for the next year are included. The State bids the total volume and secures pricing for the various types of fuel. After receiving the bids, each member of the participating group decides if they want to use the contract for the following year. The State offers a cost effective "Spot fuel" price which is used when fuel needs exceeds the contracted quantities
Sites Affected:	District Wide
Contract Template Type:	State, Cooperative or Joint Power Contract
Effective Date:	07/01/2020
Current Expiration Date:	06/30/2021
District Signer:	Jennifer Lindquist

FUNDING INFORMATION

SAP Req or PO No.:	FY21 Pending
Contract Value:	500,000.00
Original Contract Amount:	
Accumulative Contract Value	
Primary Fund Source:	1001 General Fund
Secondary Fund Source:	

VENDOR SELECTION PROCESS

Selection Method:	Purchased off State, Cooperative or Joint Powers Contract
RFX Number.	
Total RFx Responses:	1
No. of Diverse RFx Responses:	0
Single Vendor Explanation:	

APPROVED BY:

PRINTED NAME	TITLE	SIGNATURE	DATE
PRINTED NAME	**TITLE**	**SIGNATURE**	**DATE**
PRINTED NAME	**TITLE**	**SIGNATURE**	**DATE**

Request for Board Action

Item Title
Contract for MEISA Transportation

Recommended Motion
Included in Consent Agenda

Requesting Division
Operations

Item File Number
2020-12634

Meeting Date for Action
6/9/2020

Reason for Board Action
Contract over $100,000

Background
FY21 contract for services with MEISA Transportation to provide transportation services to MPS students for 2020-2021 school year.

Timeline/Next Steps
Board approval 6/9/2020, routes to be determined and assigned prior to start of school, 9/7/2020

Contract Amount
$2,000,000

Contract Term
7/1/2020-6/30/2021

Contract Type
Master

RFP Status
Completed

CONTRACT FOR SERVICES

($25,000+)

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Meisa Transportation, "Contractor" (collectively "parties") to provide Provide Type III service for district students 2020-2021 school year to D-Ops-Transportation.

1 *TERM OF CONTRACT*

1.1 This Contract is effective on 07/01/2020 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2021, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as Exhibit A ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 ***Total Obligation.***
District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed $2,000,000.00. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 ***Frequency of Invoicing and Terms of Payment.***

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable Exhibit B. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 ***Taxes.***

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 ***Fund Availability; Federal Funds Contingency.***

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Contract is funded in whole or in part with federal funds, District's payment obligations are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

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4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

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6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

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7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

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9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRATOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except

as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. 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 that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

13 INSURANCE

13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above $1,000,000 per occurrence through umbrella or excess coverage.

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in

providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract, and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILTY

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within ten (10) days of the completion, termination of this Contract, or upon request of the District, whichever occurs first; Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Or, Contractor, upon the request of the

District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

19.2 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1
D-Ops-Transportation
Attn: Lisa Beck
1250 W Broadway
Minneapolis, MN 55411
Email: lisa.beck@mpls.k12.mn.us
Fax:

Meisa Transportation

Attn:_____

Address: _____

Email: _____

Fax: _____

22 ACKNOWLEDGMEN**T**

22.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

22.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

23 NON-WAIVER

23.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

24 ASSIGNMENT

24.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment,

shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

25 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

25.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

26 WARRANTY

26.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

27 SEVERABILITY

27.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

28 SURVIVABILITY

28.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: Jennifer Lindquist
(Printed)

Title:_____

Date: _____

Meisa Transportation

By: _____

Name:_____
(Printed)

Title:_____

Date: _____

EXHIBIT A: SCOPE OF WORK

Description of Services and Service Delivery

Provide type III service for district students in a safe and timely manner for 2020-2021 school year.

Service Outcome

Successful on time & safe transportation for district students

Method of Evaluation

Monthly meetings and reports with MPS personnel. Vendor will also be held accountable by language in the exhibits.

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

The payment terms are as follows:

If there are no exhibits:

This Exhibit and page have been intentionally left blank.

Request for Board Action

Item Title
Contract for Metropolitan Transit Network

Recommended Motion
Included in Consent Agenda

Requesting Division
Operations

Item File Number
2020-12643

Meeting Date for Action
6/9/2020

Reason for Board Action
Contract over $100,000

Background
FY21 contract for services with Metropolitan Transit Network to provide transportation services to MPS students for 2020-2021 school year.

Timeline/Next Steps
Board approval 6/9/2020, routes to be determined and assigned prior to start of school, 9/7/2020

Contract Amount
$9,000,000

Contract Term
7/1/2020-6/30/2021

Contract Type
Master

RFP Status
Completed

CONTRACT FOR SERVICES

($25,000+)

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Metropolitan Transportation Network, "Contractor" (collectively "parties") to provide Provide Bus service for MPS students for 2020-2021 School Year to D-Ops-Transportation.

1 *TERM OF CONTRACT*

1.1 This Contract is effective on 07/01/2020 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2021, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

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8 OWNERSHIP OF MATERIAL

8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRATOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except

as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. 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 that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

13 INSURANCE

13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above $1,000,000 per occurrence through umbrella or excess coverage.

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in

providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract, and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILTY

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within ten (10) days of the completion, termination of this Contract, or upon request of the District, whichever occurs first; Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Or, Contractor, upon the request of the

District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

19.2 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1
D-Ops-Transportation
Attn: Lisa Beck
1250 W Broadway
Minneapolis, MN 55411
Email: lisa.beck@mpls.k12.mn.us
Fax:

Metropolitan Transportation Network

Attn:_____

Address: _____

Email: _____

Fax: _____

22 ACKNOWLEDGMEN**T**

22.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

22.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

23 NON-WAIVER

23.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

24 ASSIGNMENT

24.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment,

shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

25 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

25.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

26 WARRANTY

26.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

27 SEVERABILITY

27.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

28 SURVIVABILITY

28.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: Jennifer Lindquist
(Printed)

Title:_____

Date: _____

Metropolitan Transportation Network

By: _____

Name:_____
(Printed)

Title:_____

Date: _____

EXHIBIT A: SCOPE OF WORK

Description of Services and Service Delivery

Provide on time and safe Bus service for MPS students throughout the district to various schools for 2020-2021 school year.

Service Outcome

Provide ontime bus service for MPS students to various schools within the district.

Method of Evaluation

Monthly meetings for evaluations, penalties apply if applicable. Vendor will also be held accountable by language agreed to in the Exhibit sections of the contract.

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

The payment terms are as follows:

If there are no exhibits:

This Exhibit and page have been intentionally left blank.

Request for Board Action

Item Title
Contract for Minneapolis & Suburban Bus Company

Recommended Motion
Included in Consent Agenda

Requesting Division
Operations

Item File Number
2020-12642

Meeting Date for Action
6/9/2020

Reason for Board Action
Required by Law or Regulation

Background
FY21 contract for services with Minneapolis & Suburban to provide transportation services to MPS students for 2020-2021 school year.

Timeline/Next Steps
Board approval 6/9/2020, routes to be determined and assigned prior to start of school, 9/7/2020

Contract Amount
$6,000,000

Contract Term
7/1/2020-6/30/2021

Contract Type
Master

RFP Status
Completed

CONTRACT FOR SERVICES

($25,000+)

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Minneapolis and Suburban Bus Company, "Contractor" (collectively "parties") to provide Provide Bus Service for Minneapolis Public Schools Students 2020-2021 to D-Ops-Transportation.

1 *TERM OF CONTRACT*

1.1 This Contract is effective on 07/01/2020 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2021, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as Exhibit A ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 ***Total Obligation.***
District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed $6,000,000.00. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 ***Frequency of Invoicing and Terms of Payment.***

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable Exhibit B. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 ***Taxes.***

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 ***Fund Availability; Federal Funds Contingency.***

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Contract is funded in whole or in part with federal funds, District's payment obligations are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C.Section 5119a and 42 U.S.C. Section 14501-05.

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

7 DATA PRIVACY

7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

8 OWNERSHIP OF MATERIAL

8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

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10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except

as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

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13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in

providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract, and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

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15 LIMITATION ON LIABILTY

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within ten (10) days of the completion, termination of this Contract, or upon request of the District, whichever occurs first; Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Or, Contractor, upon the request of the

District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

19.2 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1
D-Ops-Transportation
Attn: Lisa Beck
1250 W Broadway
Minneapolis, MN 55411
Email: lisa.beck@mpls.k12.mn.us
Fax:

Minneapolis and Suburban Bus Company

Attn:_____

Address: _____

Email: _____

Fax: _____

22 ACKNOWLEDGMEN**T**

22.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

22.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

23 NON-WAIVER

23.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

24 ASSIGNMENT

24.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment,

shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

25 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

25.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

26 WARRANTY

26.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

27 SEVERABILITY

27.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

28 SURVIVABILITY

28.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: Jennifer Lindquist
(Printed)

Title:_____

Date: _____

Minneapolis and Suburban Bus Company

By: _____

Name:_____
(Printed)

Title:_____

Date: _____

EXHIBIT A: SCOPE OF WORK

Description of Services and Service Delivery

Provide on time and safe Bus service for MPS students throughout the district to various schools for 2020-2021 School Year.

Service Outcome

SAFE EFFICIENT SERVICE

ON TIME SERVICE

Method of Evaluation

Monthly meetings for evaluations, penalties apply if applicable. Vendor will also beheld accountable by the language agreed to in the exhibit sections of the contract.

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

The payment terms are as follows:

If there are no exhibits:

This Exhibit and page have been intentionally left blank.

Request for Board Action

Item Title
Morcon Construction Inc. Amendment

Recommended Motion
Entered by Board Office.

Requesting Division
Operations

Item File Number
Entered by Board Office.

Meeting Date for Action
6/9/2020

Reason for Board Action
Contract over $500,000 (Fund 6)

Background
Contaminated site corrections with the MN Pollution Control Agency, City mandated changes during construction, and unforeseen conditions have exceeded the original authorized project funds. Change Order #12 for this project will increase the accumulative contract value $7,095.90 over what was initially approved by the Board ($16,135,900) on 11/14/2017.

Timeline/Next Steps
Receive board approval for FY21 contract at 6/9 BOE general session.

Contract Amount
Amendment Amount: $7,095.90
Accumulative Amount: $16,142.995.90

Contract Term

Contract Type
Amendment

RFP Status
Completed

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)* Jefferson Community School Renovation 1200 West 26th Street Minneapolis, MN 55405	**CONTRACT INFORMATION:** Contract For: General Construction Date: November 14, 2017	**CHANGE ORDER INFORMATION:** Change Order Number: 012 Date: May 19, 2020
OWNER: *(Name and address)* \ Minneapolis Public Schools Special School District No. 1 1250 West Broadway Ave. Minneapolis, MN 55411	**ARCHITECT:** *(Name and address)* LEO A DALY 730 Second Avenue South Suite 1300 Minneapolis, MN 55402	**CONTRACTOR:** *(Name and address)* Morcon Construction 5151 Industrial Blvd. N.E. Fridley, MN 55421

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

This Change Order provides Owner credits for the following items:

PR #018 REV2 (CR #011) First floor Revisions	$40,245.00
PR #069 (PR #028, CCD #016, CR #140 REV1) Boiler M & E Revisions	$15,386.00
PR #081 REV1 (CR #184) Switches for Door #118	$1,568.84
PR #093 CCR 188) Canopy	$4,780.00
PR #097 (CCR #072) Extending Exhaust Ductwork	$3,477.54
RFI #092 (CR #072) Re-routing Kitchen Exhaust	$4,922.15
RFI #080 (CR #075) Duct Changes in Lower Level	$21,173.67
CR #077 Adding 8" Extensions on Return Air Ducts	$2,206.26
CR #080 REV Tunnel Duct Changes for Maintenance	$9,330.00
CCD #005 REV (CR #109 REV1) Water Heater Location Credit	($3,543.69)
CCD #028 (CR #173) Ductwork Removal & Reinstall for Steam Leak	$6,235.37
CR #179 Sitework with Retaining Wall	$701.51
CR #070 (RFI #017) Addition of Auditorium Sealant	$6,022.23
CR #091 (ASI #008) ASI #08 RTL Costs	$651.00
RFC (RTL #071) Enclosure at Water Heater Area (Old Shower Room)	$5,736.24

The original Contract Sum was	$	14,669,000.00
The net change by previously authorized Change Orders	$	1,355,103.48
The Contract Sum prior to this Change Order was	$	16,024,103.48
The Contract Sum will be increased by this Change Order in the amount of	$	118,892.42
The new Contract Sum including this Change Order will be	$	16,142,995.90

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

`LEO A DALY	Morcon Construction	Minneapolis Public Schools Special School District No. 1
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*

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User Notes: (3B9ADA51)

SIGNATURE	SIGNATURE	SIGNATURE
Michael Bjornberg, Senior Project Manager PRINTED NAME AND TITLE	Bill Brass, Project Manager PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
May 19, 2020 DATE	5/19/2020 DATE	DATE

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User Notes: (3B9ADA51)

Jefferson Change Order #012 Recap

Morcon Construction

- PR #018 Existing ceiling was failing and not suitable for safe reuse in the kindergarten classrooms. The best option was suspended lay-in ceiling. The cost includes adding the drop ceiling, ordering new lighting fixtures, and adding HVAC ductwork to function in the dropped ceiling configuration.
- PR #069 Alterations to the boiler piping to maximize boiler heat distribution and minimize service issues.
- PR #081 Door release switches were added for security control.
- PR #093 Lighting controls for the new entry canopy were not part of the original design. Controls were added to dim or turn off lighting when not needed. City zoning has reported Jefferson for lighting pollution with the new exterior LED lighting. Valences have been added to the parking lot lights, and the canopy controls will give the school added control for the light pollution.
- PR #097 Alterations to existing equipment were required for code compliance.
- RFI #092 Unforeseen condition – space in ceiling would not accommodate fire rated kitchen hood duct through intended route.
- RFI #080 Field conditions required alterations to the ducting in the lower level.
- CR #077 Field conditions required duct extension collars for proper duct smoke detector installation per code.
- CR #080 Existing duct in tunnel required relocation to accommodate safe maintenance access in the tunnel.
- CCD #005 Water heaters were located to an alternate space in for construction sequencing. Resulted in a credit.
- CCD #028 Existing steam pipe developed a leak in a new duct enclosure. Cost is for the GC to open the enclosure and remove a duct plenum so MPS pipefitters could repair the steam leak.
- CR #179 Necessary backfill and landscaping at retaining wall not in original scope.
- CR #070 Existing ceiling at auditorium had new ductwork installed to existing ceiling grills for cooling the auditorium. The original ducting did not have a tight seal at the ceiling grills due to the old plaster ceiling. The new duct connections could not achieve the code required seal as typical for a ceiling grill. As a result, each connection required sealant for proper system function.
- CR #091 Floor drain cleanout access to existing unfloor plumbing required moving of some new walls to accommodate the conditions.
- RFC (RTL #071) Field conditions require adding a rated enclosure to the water heater room for fire code compliance.

Request for Board Action

Item Title
Contract for Northstar Bus Lines, LLC

Recommended Motion
Included in Consent Agenda

Requesting Division
Operations

Item File Number
2020-12642

Meeting Date for Action
6/9/2020

Reason for Board Action
Contract over $100,000

Background
FY21 contract for services with Northstar Bus Lines, LLC to provide transportation services to MPS students for 2020-2021 school year.

Timeline/Next Steps
Board approval 6/9/2020, routes to be determined and assigned prior to start of school, 9/7/2020

Contract Amount
$7,000,000

Contract Term
7/1/2020-6/30/2021

Contract Type
Master

RFP Status
Completed

CONTRACT FOR SERVICES

($25,000+)

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Northstar Bus Lines, LLC, "Contractor" (collectively "parties") to provide Provide bus service for Minneapolis Public Schools 2020--2021 School year. to D-Ops-Transportation.

1 *TERM OF CONTRACT*

1.1 This Contract is effective on 07/01/2020 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2021, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as Exhibit A ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 ***Total Obligation.***
District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed $7,000,000.00. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 ***Frequency of Invoicing and Terms of Payment.***

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable Exhibit B. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 ***Taxes.***

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 ***Fund Availability; Federal Funds Contingency.***

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Contract is funded in whole or in part with federal funds, District's payment obligations are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C.Section 5119a and 42 U.S.C. Section 14501-05.

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

7 DATA PRIVACY

7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

8 OWNERSHIP OF MATERIAL

8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRATOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except

as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. 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 that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

13 INSURANCE

13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above $1,000,000 per occurrence through umbrella or excess coverage.

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in

providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract, and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILTY

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within ten (10) days of the completion, termination of this Contract, or upon request of the District, whichever occurs first; Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Or, Contractor, upon the request of the

District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

19.2 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1
D-Ops-Transportation
Attn: Lisa Beck
1250 W Broadway
Minneapolis, MN 55411
Email: lisa.beck@mpls.k12.mn.us
Fax:

Northstar Bus Lines, LLC

Attn:_____

Address: _____

Email: _____

Fax: _____

22 ACKNOWLEDGMEN**T**

22.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

22.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

23 NON-WAIVER

23.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

24 ASSIGNMENT

24.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment,

shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

25 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

25.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

26 WARRANTY

26.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

27 SEVERABILITY

27.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

28 SURVIVABILITY

28.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: Jennifer Lindquist
(Printed)

Title:_____

Date: _____

Northstar Bus Lines, LLC

By: _____

Name:_____
(Printed)

Title:_____

Date: _____

EXHIBIT A: SCOPE OF WORK

Description of Services and Service Delivery

Provide on time and safe Bus service for MPS students throughout the district to various schools for 2020-2021 school year.

Service Outcome

Provide on time bus service for MPS students to various schools within the district.

Method of Evaluation

Monthly meetings for evaluations, penalties apply if applicable. Vendor will also be accountable by language agreed in the exhibit sections of the contract.

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

The payment terms are as follows:

If there are no exhibits:

This Exhibit and page have been intentionally left blank.

Request for Board Action

Item Title
Contract with Paragon Development Systems for Cisco SmartNET

Recommended Motion
Included in Consent Agenda

Requesting Division
Information Technology

Item File Number
2020-4400000549

Meeting Date for Action
6/9/2020

Reason for Board Action
Contract over $100,000

Background
The IT Services division recommends school board approval of a contract with PDS/Works Computing for renewal of Cisco Smartnet, which will allow us to continue support and maintenance of our district's network infrastructure hardware (switches, routers, wireless controllers, etc. IT Services needs to continue to receive support & maintenance for our network infrastructure hardware.

Timeline/Next Steps
Following contract approval by the school board, these licenses will be purchased for the 2020-21 school year.

Contract Amount
$216,180.20

Contract Term
12 months

Contract Type
Master

RFP Status
Single Source, RFP Not Required

MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

CONTRACT FOR SERVICES – $25,000 above

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Paragon Development Systems (PDS) "Contractor" (collectively "parties") to provide Cisco SmartNET to Minneapolis Public Schools

TERM OF CONTRACT

1.1 This Contract is effective on 07/01/2020 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2021, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as **Exhibit A** ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 ***Total Obligation***

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed $216,180.20. Contractor shall

not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 ***Frequency of Invoicing and Terms of Payment***

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable **Exhibit B**. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 ***Taxes.***

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 ***Fund Availability; Federal Funds Contingency.***

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Contract is funded in whole or in part with federal funds, District's payment obligations

are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C.Section 5119a and 42 U.S.C. Section 14501-05.

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

7 DATA PRIVACY

7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

8 OWNERSHIP OF MATERIAL

8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRACTOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this

Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. 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 that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

13 INSURANCE

13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above $1,000,000 per occurrence through umbrella or excess coverage.

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract

and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILTY

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the

performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1

Division: IT Services
Attn: Justin Hennes
1250 W Broadway
Minneapolis, MN 55411
Email: justin.hennes@mpls.k12.mn.us

CONTRACTOR

Tammy Altavilla
Phone: 952.212.5718
Address: 13400 Bishops Lane, Suite 190, Brookfield, WI 53005
Email: taltavilla@pdsit.net

ACKNOWLEDGMENT

21.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

21.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

22 NON-WAIVER

22.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

23 ASSIGNMENT

23.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment, shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

24 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

24.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

25 WARRANTY

25.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all

defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

26 SEVERABILITY

26.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

27 SURVIVABILITY

27.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Justin Hennes

(Printed)

Title: Chief Information Officer

Date: _____

CONTRACTOR NAME

Signature:

Name: Tammy Altavilla
(Printed)

Title: Service Account Manager

Date: _____

Exhibit A:

Deliverables:

Cisco SmartNET for Network Infrastructure Support.

Service Outcome:

Cisco SmartNET for Network Infrastructure Support.

Method of Evaluation:

Successful completion will be evaluated by IT Leadership.

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

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Request for Board Action

Item Title
Contract for Parallel Technologies, Inc.

Recommended Motion
Included in Consent Agenda

Requesting Division
Operations

Item File Number
2020-12691

Meeting Date for Action
6/9/2020

Reason for Board Action
Contract over $500,000 (Fund 6)

Background
The work includes camera and access control upgrade at Davis Center and the Maintenance & Operations Building.

Timeline/Next Steps
Receive board approval for FY21 contract at 6/9 BOE general session.
Construction to begin June 15, 2020 and Final Completion is September 24, 2020

Contract Amount
$838,895.07

Contract Term
6/9/20 – 9/24/2020

Contract Type
Master

RFP Status
Completed

Special School District No. 1
Official Publication No. 20-2931
FY20 Davis Center and Maintenance & Operations Security Upgrade

Contract Sum: $ 762,631.89

Contractor:

Parallel Technologies
7667 Equitable Drive Suite 201
Eden Prairie, MN 55344
952-920-7185

Project Name and Number:

Official Publication No. 20-2931
FY20 Davis Center and Maintenance & Operations Security Upgrade

Description:

To furnish all labor, materials, equipment, and incidentals to complete all work for FY20 Davis Center and Maintenance & Operations Security Upgrade project, in accordance with Drawings and Specifications prepared by:
True North Consulting Group, 140 Third Street S, Stillwater, MN 55082.

Article 9.5 Drawings: April 23, 2020
9.6 Specifications dated: April 23, 2020
9.7 Addenda dated: Addendum #1 dated 5/5/20, Addendum #2 dated 5/18/20

Work includes camera and access control at the Davis Center and the Maintenance & Operation Building

Contract Sum Details

Item	Price	Status
Base Bid	$ 762,631.89	Accepted
TOTAL CONTRACT AMOUNT	**$ 762,631.89**	

Contract Documents:

AIA Document A101-2017
AIA Document A101 Exhibit A-2017
Exhibit B - Project Charter
Exhibit C - Owner Insurance
Exhibit D - Project Schedule
AIA Document A201-201
AIA Document E203-2013

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor *where the basis of payment is a Stipulated Sum*

AGREEMENT made as of the Twenty-second day of May in the year 2020
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Minneapolis Public Schools Special School District #1
1250 West Broadway Avenue
Minneapolis, MN 55411

and the Contractor:
(Name, legal status, address and other information)

Parallel Technologies
7667 Equitable Drive
Eden Prairie, MN 55344

for the following Project:
(Name, location and detailed description)

FY20 Davis Center and Maintenance & Operations Building Security Upgrade

The Architect:
(Name, legal status, address and other information)

True North Consulting Group
140 3rd Street South
Stillwater, MN 55082

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[X] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 The Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date: Defined in EXH-D Project Schedule

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates are defined in EXH-D Project Schedule. Such portions of the work not completed as defined in EXH-D Project Schedule shall be subject to liquidated damages as set forth in Article 4.5.

(Table Deleted)

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract as defined in EXH-B Project Charter, subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum are defined in EXH-B Project Charter.

(Table Deleted)

§ 4.2.2 Subject to the conditions noted in EXH-B Project Charter, alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Paragraph Deleted)

(Table Deleted)

§ 4.3 Allowances, if any, included in the Contract Sum are defined in EXH-B Project Charter.

(Paragraph Deleted)

(Table Deleted)

§ 4.4 Unit prices, if any are defined in EXH-B Project Charter.

(Paragraph Deleted)

(Table Deleted)

§ 4.5 Liquidated damages

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Contractor and Owner recognized that time is of the essence for the Project and the Owner will suffer financial loss if the Work is not completed in the time specified in the Contract Documents. The parties also recognized the delays, expenses, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring such proof, the Owner and Contractor agree that as liquidated
damages for delay (but not as penalty), Contractor shall pay Owner $1,000.00 per calendar day for each day that expires after the time specified for Substantial Completion in EXH-D Project Schedule until such time the Work is determined to be substantially complete by the
Owner.

(Paragraph Deleted)

After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the Contract time specified in the Contract Documents, the contractor shall pay the Owner $1,000.00 per day that expires after the time specified in the Contract Documents for Final Completion and readiness for Final Payment until the Work is completed.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 When an Application for Payment is received by the Architect, payment of the amount certified shall be made by the Owner not later than 45 (forty-five) days after the Architect receives the Application for Payment.

(Paragraph Deleted)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor on AIA G702 Application and Certificate for Payment in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- **.1** That portion of the Contract Sum properly allocable to completed Work;
- **.2** That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- **.3** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- **.1** The aggregate of any amounts previously paid by the Owner;

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.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Paragraph Deleted)

5% (five percent)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

For major items installed into the Work, the Contractor may request full payment for the items to ensure prompt delivery and fabrication. Such items shall be recommended by the Architect and approved by the Owner as not requiring retainage. Prompt payment for the items shall be documented by the Contractor to the Owner in the subsequent payment application by submitting a full lien release for the items. Major items may include mechanical units with long lead times, structural systems with long lead times, critical path systems or items, etc. Major items will be discussed and defined by Owner, Architect, and Contractor.

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
Prior to Substantial Completion and at the discretion of the Owner, retainage may be reduced. If the Work has been 50% completed as
determined by the Architect and is satisfactory to the Owner, then 90% of the retained amount may be released to the Contractor for completed work (with 10% of the total retained by the Owner.) Upon Substantial Completion, additional retainage may be returned to the Contractor as recommended by the Architect and approved by the Owner to an amount sufficient to satisfactorily complete the Work. Retainage release will comply with Minnesota Statute 15.72 after Substantial Completion and punch list acceptance by the Owner.

(Paragraph Deleted)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site or otherwise stored offsite with adequate Owner approved insurance provided to the Owner.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

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.2 a final Certificate for Payment has been issued by the Architect.

.3 all lien waivers and IC134 forms have been delivered to the Owner.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 45 days after the issuance of the Architect's final Certificate for
Payment.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. Owner will pay the Contractor 0% interest for Payments not due made within forty five (45) days.
(Paragraph Deleted)

§ 5.4 Prompt Payment to Subcontractors

This Contract requires the Contractor and all Subcontractors and Sub-subcontractors (of any tier) to promptly pay any subcontractor or material supplier contract within ten (10) days of receipt of payment by Owner for undisputed services provided by the party requesting payment. The party responsible for payment (other than the Owner) shall pay interest of one and one half (1-1/2) percent per month to the party requesting payment on any undisputed amount not paid on time. The minimum monthly interest penalty payment for an unpaid balance of $100 or more is $10. For an unpaid balance of less than $100, the party responsible for payment shall pay the actual penalty due to the party requesting payment.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017.

§ 6.1.1 Mediation

Either the Owner or the Contractor may request mediation of any Claim submitted to the Architect for decision before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect at the date of this contract. The request for mediation shall be made in writing to the American Arbitration Association and to the other party of this contract.

Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within sixty (60) days of the date of filing the request.

If the Claim is not resolved by mediation, the Architect's action shall become final and binding thirty (30) days after termination of the mediation proceedings. Within the time period, the Owner and Contractor mayrequest Binding Dispute Resolution.

The Work must continue, at the Owner's discretion, in accordance with paragraph 15.1.4.1 of AIA Document A201-2017.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

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[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

Termination fee will be based on the percentage of work completed and any materials purchased or in production at the time of termination. Said fee and justification shall be provided to the Owner by the Contractor within ten (10) days of the notice of termination.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Diedra Geye
1250 West Broadway Avenue
Minneapolis, MN 55411

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Clinton Gallipo
Parallel Technologies
7667 Equitable Drive
Eden Prairie, MN 55344

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

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§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

Owner prohibits Contractor from using the Work in any marketing material or business developement practice. Contractor is prohibited from communication with any news outlet or public without Owner's written approval.

Floor plans, designs, wiring, safety and security measures shall be kept confidential by the Contractor, the Subcontractors, the Sub-subcontractors (of any tier) during and after completion of the Work.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

January 31, 2020

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Paragraphs Deleted)

EXH-B Project Charter

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(Paragraph Deleted)

EXH-C Owner Insurance
EXH-D Project Schedule

(Paragraph Deleted)

(Table Deleted)

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

Karrie Schwartz
Digitally signed by Karrie Schwartz
DN: cn=Karrie Schwartz, o=Parallel Technologies, Inc, ou=Director, Operations, email=kschwartz@ptnet.com, c=US
Date: 2020.05.29 09:49:21 -05'00'

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
	Karrie Schwartz, Director of Operations
(Printed name and title)	*(Printed name and title)*

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Additions and Deletions Report for
AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

AGREEMENT made as of the Twenty-second day of May in the year 2020

...

Minneapolis Public Schools Special School District #1
1250 West Broadway Avenue
Minneapolis, MN 55411

...

Parallel Technologies
7667 Equitable Drive
Eden Prairie, MN 55344

...

FY20 Davis Center and Maintenance & Operations Building Security Upgrade

...

True North Consulting Group
140 3rd Street South
Stillwater, MN 55082

PAGE 2

[X] A date set forth in a notice to proceed issued by the Owner.

...

§ 3.3.1 ~~Subject to adjustments of the Contract Time as provided in the Contract Documents, the~~ The Contractor shall achieve Substantial Completion of the entire Work:

PAGE 3

[X] By the following date: Defined in EXH-D Project Schedule

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...

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following ~~dates:~~dates are defined in EXH-D Project Schedule. Such portions of the work not completed as defined in EXH-D Project Schedule shall be subject to liquidated damages as set forth in Article 4.5.

...

~~**Portion of Work** **Substantial Completion Date**~~

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the ~~Contract. The Contract Sum shall be ($),~~ Contract as defined in EXH-B Project Charter, subject to additions and deductions as provided in the Contract Documents.

...

§ 4.2.1 Alternates, if any, included in the Contract ~~Sum:~~Sum are defined in EXH-B Project Charter.

...

~~**Item** **Price**~~

...

§ 4.2.2 Subject to the conditions noted ~~below, the following~~ in EXH-B Project Charter, alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

...

~~*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*~~

...

~~**Item** **Price** **Conditions for Acceptance**~~

...

§ 4.3 Allowances, if any, included in the Contract ~~Sum:~~Sum are defined in EXH-B Project Charter.

...

~~*(Identify each allowance.)*~~

...

~~**Item** **Price**~~

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...

§ 4.4 Unit prices, if ~~any:~~any are defined in EXH-B Project Charter.

...

~~*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*~~

...

~~Item~~	~~Units and Limitations~~	~~Price per Unit ($0.00)~~

...

§ 4.5 Liquidated ~~damages, if any:~~damages

PAGE 4

~~*(Insert terms and conditions for liquidateddamages, if any.)*~~*Contractor and Owner recognized that time is of the essence for the Project and the Owner will suffer financial loss if the Work is not completed in the time specified in the Contract Documents. The parties also recognized the delays, expenses, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring such proof, the Owner and Contractor agree that as liquidated*

...

damages for delay (but not as penalty), Contractor shall pay Owner $1,000.00 per calendar day for each day that expires after the time specified for Substantial Completion in EXH-D Project Schedule until such time the Work is determined to be substantially complete by the

...

Owner.

...

~~**§ 4.6** Other:~~

...

~~*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*~~*After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the Contract time specified in the Contract Documents, the contractor shall pay the Owner $1,000.00 per day that expires after the time specified in the Contract Documents for Final Completion and readiness for Final Payment until the Work is completed.*

...

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the ~~month, or as follows:~~month.

...

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§ 5.1.3 ~~Provided that~~ When an Application for Payment is received by the Architect~~not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above,~~ , payment of the amount certified shall be made by the Owner not later than 45 (forty-five) days after the Architect receives the Application for Payment.

...

~~*(Federal, state or local laws may require payment within a certain period of time.)*~~

...

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor on AIA G702 Application and Certificate for Payment in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

PAGE 5

~~*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*~~

...

5% (five percent)

...

For major items installed into the Work, the Contractor may request full payment for the items to ensure prompt delivery and fabrication. Such items shall be recommended by the Architect and approved by the Owner as not requiring retainage. Prompt payment for the items shall be documented by the Contractor to the Owner in the subsequent payment application by submitting a full lien release for the items. Major items may include mechanical units with long lead times, structural systems with long lead times, critical path systems or items, etc. Major items will be discussed and defined by Owner, Architect, and Contractor.

...

~~*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work asprovided in Section 3.3.2, insert provisions for such modifications.)*~~*Prior to Substantial Completion and at the discretion of the Owner, retainage may be reduced. If the Work has been 50% completed as*

...

~~§ 5.1.7.3~~ ~~Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:~~determined by the Architect and is satisfactory to the Owner, then 90% of the retained amount may be released to the Contractor for completed work (with 10% of the total retained by the Owner.) Upon Substantial Completion, additional retainage may be returned to the Contractor as recommended by the Architect

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and approved by the Owner to an amount sufficient to satisfactorily complete the Work. Retainage release will comply with Minnesota Statute 15.72 after Substantial Completion and punch list acceptance by the Owner.

...

~~*(Insert any other conditions for release of retainage upon Substantial Completion.)*~~

...

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the ~~site.~~site or otherwise stored offsite with adequate Owner approved insurance provided to the Owner.

PAGE 6

.3 all lien waivers and IC134 forms have been delivered to the Owner.

...

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than ~~30~~ 45 days after the issuance of the Architect's final Certificate for ~~Payment, or as follows:~~

...

Payment.

...

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. Owner will pay the Contractor 0% interest for Payments not due made within forty five (45) days.

...

~~*(Insert rate*~~

...

§ 5.4 Prompt Payment to Subcontractors

...

This Contract requires the Contractor and all Subcontractors and Sub-subcontractors (of any tier) to promptly pay any subcontractor or material supplier contract within ten (10) days of receipt of ~~interest agreed upon, if any.)~~payment by Owner for undisputed services provided by the party requesting payment. The party responsible for payment (other than the Owner) shall pay interest of one and one half (1-1/2) percent per month to the party

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requesting payment on any undisputed amount not paid on time. The minimum monthly interest penalty payment for an unpaid balance of $100 or more is $10. For an unpaid balance of less than $100, the party responsible for payment shall pay the actual penalty due to the party requesting payment.

...

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document ~~A201–2017, unless~~ A201–2017.

...

§ 6.1.1 Mediation

...

~~the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.~~Either the Owner or the Contractor may request mediation of any Claim submitted to the Architect for decision before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect at the date of this contract. The request for mediation shall be made in writing to the American Arbitration Association and to the other party of this contract.

...

Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within sixty (60) days of the date of filing the request.

...

~~*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*~~*If the Claim is not resolved by mediation, the Architect's action shall become final and binding thirty (30) days after termination of the mediation proceedings. Within the time period, the Owner and Contractor mayrequest Binding Dispute Resolution.*

...

The Work must continue, at the Owner's discretion, in accordance with paragraph 15.1.4.1 of AIA Document A201-2017.

PAGE 7

[**X**] Litigation in a court of competent jurisdiction

...

Termination fee will be based on the percentage of work completed and any materials purchased or in production at the time of termination. Said fee and justification shall be provided to the Owner by the Contractor within ten (10) days of the notice of termination.

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...

Diedra Geye
1250 West Broadway Avenue
Minneapolis, MN 55411

...

Clinton Gallipo
Parallel Technologies
7667 Equitable Drive
Eden Prairie, MN 55344

PAGE 8

Owner prohibits Contractor from using the Work in any marketing material or business developement practice. Contractor is prohibited from communication with any news outlet or public without Owner's written approval.

Floor plans, designs, wiring, safety and security measures shall be kept confidential by the Contractor, the Subcontractors, the Sub-subcontractors (of any tier) during and after completion of the Work.

...

January 31, 2020

...

~~*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*~~

...

~~[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:~~

...

EXH-B Project Charter

PAGE 9

~~(Insert the date of the E204-2017 incorporated into this Agreement.)~~

...

EXH-C Owner Insurance

...

EXH-D Project Schedule

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...

~~[~] The Sustainability Plan:~~

...

~~Title~~	~~Date~~	~~Pages~~

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Minneapolis Public Schools, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:48:44 ET on 05/22/2020 under Order No. 1260426072 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

Karrie Schwartz

Digitally signed by Karrie Schwartz
DN: cn=Karrie Schwartz, o=Parallel Technologies, Inc, ou=Director, Operations, email=kschwartz@ptnet.com, c=US
Date: 2020.05.29 09:48:48 -05'00'

(Signed)

Director of Operations

(Title)

5/28/2020

(Dated)

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AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Twenty-Second day of May in the year 2020
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

FY20 Davis Center and Maintenance & Operations Building Security Upgrade

THE OWNER:
(Name, legal status and address)

Minneapolis Public Schools Special School District #1
1250 West Broadway Avenue
Minneapolis, MN 55411

THE CONTRACTOR:
(Name, legal status and address)

Parallel Technologies
7667 Equitable Drive
Eden Prairie, MN 55344

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

Init.
/

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§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

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§ A.2.4 Optional Extended Property Insurance.
The Owner shall purchase and maintain the insurance selected and described below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[ ] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[ ] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

[ ] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[ ] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[ ] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

[ ] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

[ ] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.
The Owner shall purchase and maintain the insurance selected below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

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[ ] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

[ ] **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the types and limits of insurance as defined in EXH-C Owner Insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits as defined in EXH-C Owner Insurance providing coverage for claims including

- **.1** damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- **.2** personal injury and advertising injury;
- **.3** damages because of physical damage to or destruction of tangible property, including the loss of use of such property;

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.4 bodily injury or property damage arising out of completed operations; and
.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
.2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
.3 Claims for bodily injury other than to employees of the insured.
.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
.8 Claims related to roofing, if the Work involves roofing.
.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
.10 Claims related to earth subsidence or movement, where the Work involves such hazards.
.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits as defined in EXH-C Owner Insurance.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. Umbrella coverage as defined in EXH-C Owner Insurance.

§ A.3.2.5 Workers' Compensation at statutory limits for Coverage A as defined in EXH-C Owner Insurance.

§ A.3.2.6 Employers' Liability Coverage B as defined in EXH-C Owner Insurance.

(Paragraph deleted)

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits as defined in EXH-C Owner Insurance.

(Paragraphs deleted)

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits as defined in EXH-C Owner Insurance.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

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If Professional Liability insurance is required as part of the Contract, the Contractor shall maintain coverage for one year beyond the date of Substantial Completion.

§ A.3.3.2 The Contractor shall purchase and maintain the types and limits of insurance as defined in EXH-C Owner Insurance.

(Paragraphs deleted)

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum ($0.00)
Payment Bond	
Performance Bond	

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

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Additions and Deletions Report for

AIA® Document A101® – 2017 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:49:53 ET on 05/22/2020.

PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Twenty-Second day of May in the year 2020

...

FY20 Davis Center and Maintenance & Operations Building Security Upgrade

...

Minneapolis Public Schools Special School District #1
1250 West Broadway Avenue
Minneapolis, MN 55411

...

Parallel Technologies
7667 Equitable Drive
Eden Prairie, MN 55344

PAGE 2

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance ~~written on a builder's risk "all-risks" completed value or equivalent~~ policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

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§ A.3.2.1 The Contractor shall purchase and maintain the ~~following~~ types and limits of insurance as defined in EXH-C Owner Insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

...

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§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits ~~of not less than ($) each occurrence, ($) general aggregate, and ($) aggregate for products-completed operations hazard,~~ as defined in EXH-C Owner Insurance providing coverage for claims including

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§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits ~~of not less than ($) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.~~as defined in EXH-C Owner Insurance.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. Umbrella coverage as defined in EXH-C Owner Insurance.

§ A.3.2.5 Workers' Compensation at statutory ~~limits.~~limits for Coverage A as defined in EXH-C Owner Insurance.

§ A.3.2.6 Employers' Liability ~~with policy limits not less than ($) each accident, ($) each employee, and ($) policy limit.~~Coverage B as defined in EXH-C Owner Insurance.

~~**§ A.3.2.7** Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks~~

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits ~~of not less than ($) per claim and ($) in the aggregate.~~as defined in EXH-C Owner Insurance.

~~**§ A.3.2.9** If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than ($) per claim and ($) in the aggregate.~~

~~**§ A.3.2.10** Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ($) per claim and ($) in the aggregate.~~

~~**§ A.3.2.11** Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.~~

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits ~~of not less than ($) per claim and ($) in the aggregate.~~as defined in EXH-C Owner Insurance.

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If Professional Liability insurance is required as part of the Contract, the Contractor shall maintain coverage for one year beyond the date of Substantial Completion.

§ A.3.3.2 The Contractor shall purchase and maintain the ~~following types and limits of insurance in accordance with Section A.3.3.1.~~

~~*(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*~~types and limits of insurance as defined in EXH-C Owner Insurance.

~~[ ] **§ A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible,~~

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and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

[–] **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for Work within fifty (50) feet of railroad property.

[–] **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[–] **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[–] **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[–] **§ A.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	**Limits**

§ A.3.4 Performance Bond and Payment Bond

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Exhibit B - Project Charter

Project Name and Number:

FY20 Davis Center and Maintenance & Operations Security Upgrade
Official Publication No. 20-2931

Contractor:

Parallel Technologies
7667 Equitable Drive Suite 201
Eden Prairie, MN 55344

Description:

To furnish all labor, materials, equipment, and incidentals to complete all work for FY20 Davis Center and Maintenance & Operations Security Upgrade project, in accordance with Drawings and Specifications prepared by:
True North Consulting Group, 140 Third Street S, Stillwater, MN 55082.

Article 9.5 Drawings:	April 23, 2020
9.6 Specifications dated:	April 23, 2020
9.7 Addenda dated:	Addendum #1 dated 5/5/20, Addendum #2 dated 5/18/20

Contract Sum:

The total contract sum shall be: **$ 762,631.89**

Alternates: None

Conditions: None

Allowances: None

Unit Prices:

Item	Price per Unit	Units
No. 1 -Camera Type 1	$ 521.10	per unit
No. 2 -Camera Type 2	$ 809.10	per unit
No. 3 -Camera Type 3	$ 944.10	per unit
No. 4 -Camera Type 4	N/A	per unit
No. 5 -Camera Type 5	$ 989.10	per unit
No. 6 -Camera Type 6	$ 584.10	per unit
No. 7 -Camera Type 7	$ 1,799.10	per unit
No. 8 -Camera Type 8	$ 1,214.10	per unit
No. 9 -Camera Type 9	$ 761.10	per unit
No. 10 -Camera Type 10	$ 764.10	per unit
No. 11 -Camera Type 11	$ 1,619.10	per unit
No. 12 -Camera Type 12	$ 1,214.10	per unit
No. 13 -Camera Type 13	$ 1,293.30	per unit
No. 14 -Camera Type 14	$ 888.30	per unit
No. 15 -Camera Type 15	N/A	per unit
No. 16 -Camera Type 16	$ 1,482.30	per unit
No. 17 -Camera Type 17	$ 1,124.10	per unit
No. 18 – Add/Remove Intercom Master Station	$ 531.00	per unit
No. 19 – (1) K-12 Video Channel License with 5-year SMA	$ 180.00	per unit
No. 20 – (1) Access Control License with 5-year SMA	$ 28.80	per unit
No. 21 – (1) K-12 Intercom License with 5-year SMA	$ 86.25	per unit
No. 22 – Programmer Labor Rate	$ 135.22	per hour
No. 23 – Technician Labor Rate	$ 121.38	per hour
No. 24 – 250' of Cat 6 cable, installed, terminated, tested	$ 220.00	per unit

Exhibit C - Owner's Insurance

Project Name and Number:

Special School District No. 1
Official Publication No. 20-2931
FY20 Davis Center and Maintenance & Operations Security Upgrade

Contractor: Parallel Technologies
7667 Equitable Drive Suite 201
Eden Prairie, MN 55344

Insurance Requirements for Contractors

1. CONTRACTOR'S INSURANCE – to be used with AIA A101-2017

The Contractor shall at its own expense maintain in effect at all times during the performance of the Work under the Agreement at least the following coverage and limits of insurance:

a. Commercial General Liability

i. General Aggregate	$ 1,500,000
ii. Products/Completed Operations Aggregate	$ 1,500,000
iii. Per Occurrence	$ 1,500,000

The Owner shall be named as additional insured for Commercial General Liability Insurance.

b. Automobile Insurance

i. Per Occurrence	$ 1,000,000
ii. PIP	Basic
iii. Underinsured Motorist	$ 1,000,000
iv. Uninsured Motorist	$ 1,000,000

c. Workers Compensation

i. Coverage A is statutory.	
ii. Coverage B	$500,000 Each Accident
iii. $500,000 Each Employee	

d. Professional Liability (if the Contractor is hiring professionals)

i. Per Claim	$ 2,000,000

For Projects with an estimated construction cost of over $10,000,000 or major structural work, additional Aggregate coverage of $4,000,000 is required.

e. Manned or Unmanned Aircraft Coverage (if used)

i. Per Claim	$	1,000,000
ii. Aggregate	$	1,000,000

f. Property Insurance

i. Per Claim	$	1,000,000
ii. Aggregate	$	1,000,000

This insurance is only required for materials stored offsite and not incorporated into the project at delivery. For material stored on site, no additional insurance is required.

g. Builders “all risk” Insurance

i. Per Claim	$	2,000,000
ii. Aggregate	$	4,000,000

This insurance is only required for additions exceeding $10,000,000. Renovations to existing schools are not required to have builders "all risk" insurance.

h. Umbrella Liability

i. Aggregate limit	$	5,000,000

This insurance is required only for projects larger than $10,000,000 in total construction costs.

Exhibit D - Project Schedule

Project Name and Number:

Special School District No. 1
Official Publication No. 20-2931
FY20 Davis Center and Maintenance & Operations Security Upgrade

Contractor:

Parallel Technologies
7667 Equitable Drive Suite 201
Eden Prairie, MN 55344
952-920-7185

Description:

Work includes camera and access control at the Davis Center and the Maintenance & Operation Building

Schedule:

Description	Date
Construction Commences	June 10, 2020
Substantial Completion	**September 24, 2020**
Final Completion	October 29, 2020
1-year Warranty Inspection	September 2021

AIA® Document E203™ – 2013

Building Information Modeling and Digital Data Exhibit

This Exhibit dated the 13 day of March in the year 2018 is incorporated into the agreement (the "Agreement") between the Parties for the following Project:
(Name and location or address of the Project)

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be incorporated into an agreement between the parties and used in conjunction with AIA Documents G201™–2013, Project Digital Data Protocol Form, and G202™–2013, Building Information Modeling Protocol Form. It is anticipated that other Project Participants will incorporate a project specific E203–2013 into their agreements, and that the Parties and other Project Participants will set forth the agreed-upon protocols in AIA Documents G201–2013 and G202–2013.

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA

3 DIGITAL DATA PROTOCOLS

4 BUILDING INFORMATION MODELING PROTOCOLS

5 OTHER TERMS AND CONDITIONS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 This Exhibit provides for the establishment of protocols for the development, use, transmission, and exchange of Digital Data for the Project. If Building Information Modeling will be utilized, this Exhibit also provides for the establishment of the protocols necessary to implement the use of Building Information Modeling on the Project, including protocols that establish the expected Level of Development for Model Elements at various milestones of the Project, and the associated Authorized Uses of the Building Information Models.

§ 1.2 The Parties agree to incorporate this Exhibit into their agreements with any other Project Participants that may develop or make use of Digital Data on the Project. Prior to transmitting or allowing access to Digital Data, a Party may require any Project Participant to provide reasonable evidence that it has incorporated this Exhibit into its agreement for the Project, and agreed to the most recent Project specific versions of AIA Document G201™–2013, Project Digital Data Protocol Form and AIA Document G202™–2013, Project Building Information Modeling Protocol Form.

§ 1.2.1 The Parties agree that each of the Project Participants utilizing Digital Data on the Project is an intended third party beneficiary of the Section 1.2 obligation to incorporate this Exhibit into agreements with other Project Participants, and any rights and defenses associated with the enforcement of that obligation. This Exhibit does not create any third-party beneficiary rights other than those expressly identified in this Section 1.2.1.

§ 1.3 Adjustments to the Agreement

§ 1.3.1 If a Party believes that protocols established pursuant to Sections 3.2 or 4.5, and memorialized in AIA Documents G201–2013 and G202–2013, will result in a change in the Party's scope of work or services warranting an adjustment in compensation, contract sum, schedule or contract time, the Party shall notify the other Party. Failure to provide notice as required in this Section 1.3 shall result in a Party's waiver of any claims for adjustments in compensation, contract sum, schedule or contract time as a result of the established protocols.

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§ 1.3.2 Upon such notice, the Parties shall discuss and negotiate revisions to the protocols or discuss and negotiate any adjustments in compensation, contract sum, schedule or contract time in accordance with the terms of the Agreement.

§ 1.3.3 Notice required under this Section 1.3 shall be provided within thirty days of receipt of the protocols, unless otherwise indicated below:
(If the Parties require a notice period other than thirty days from receipt of the protocols, indicate the notice period below.)

§ 1.4 Definitions

§ 1.4.1 Building Information Model. A Building Information Model is a digital representation of the Project, or a portion of the Project, and is referred to in this Exhibit as the "Model," which term may be used herein to describe a Model Element, a single model or multiple models used in the aggregate, as well as other data sets identified in AIA Document G202–2013, Project Building Information Modeling Protocol Form.

§ 1.4.2 Building Information Modeling. Building Information Modeling or Modeling means the process used to create the Model.

§ 1.4.3 Model Element. A Model Element is a portion of the Model representing a component, system or assembly within a building or building site.

§ 1.4.4 Level of Development. The Level of Development (LOD) describes the minimum dimensional, spatial, quantitative, qualitative, and other data included in a Model Element to support the Authorized Uses associated with such LOD.

§ 1.4.5 Authorized Uses. The term "Authorized Uses" refers to the permitted uses of Digital Data authorized in the Digital Data and/or Building Information Modeling protocols established pursuant to the terms of this Exhibit.

§ 1.4.6 Model Element Author. The Model Element Author is the entity (or individual) responsible for managing and coordinating the development of a specific Model Element to the LOD required for an identified Project milestone, regardless of who is responsible for providing the content in the Model Element. Model Element Authors are to be identified in Section 3.3, Model Element Table, of AIA Document G202–2013.

§ 1.4.7 Digital Data. Digital Data is information, including communications, drawings, specifications and designs, created or stored for the Project in digital form. Unless otherwise stated, the term Digital Data includes the Model.

§ 1.4.8 Confidential Digital Data. Confidential Digital Data is Digital Data containing confidential or business proprietary information that the transmitting party designates and clearly marks as "confidential."

§ 1.4.9 Written or In Writing. In addition to any definition in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, "written" or "in writing" shall mean any communication prepared and sent using a transmission method set forth in this Exhibit, or the protocols developed pursuant to this Exhibit, that permits the recipient to print the communication.

§ 1.4.10 Written Notice. In addition to any terms in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, "written notice" shall be deemed to have been duly served if transmitted electronically to an address provided in this Exhibit or the Agreement using a transmission method set forth in this Exhibit that permits the recipient to print the communication.

§ 1.4.11 Party and Parties. The terms "Party" and "Parties" refer to the signing parties to the Agreement.

§ 1.4.12 Project Participant. A Project Participant is an entity (or individual) providing services, work, equipment or materials on the Project and includes the Parties.

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ARTICLE 2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA

§ 2.1 The transmission of Digital Data constitutes a warranty by the Party transmitting Digital Data to the Party receiving Digital Data that the transmitting Party is the copyright owner of the Digital Data, or otherwise has permission to transmit the Digital Data for its use on the Project in accordance with the Authorized Uses of Digital Data established pursuant to the terms of this Exhibit.

§ 2.2 If a Party transmits Confidential Digital Data, the transmission of such Confidential Digital Data constitutes a warranty to the Party receiving such Confidential Digital Data that the transmitting Party is authorized to transmit the Confidential Digital Data. If a Party receives Confidential Digital Data, the receiving Party shall keep the Confidential Digital Data strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 2.2.1.

§ 2.2.1 The receiving Party may disclose Confidential Digital Data as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The receiving Party may also disclose the Confidential Digital Data to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Digital Data as set forth in this Exhibit.

§ 2.3 By transmitting Digital Data, the transmitting Party does not convey any ownership right in the Digital Data or in the software used to generate the Digital Data. Unless otherwise granted in a separate license, the receiving Party's right to use, modify, or further transmit Digital Data is specifically limited to designing, constructing, using, maintaining, altering and adding to the Project consistent with the terms of this Exhibit, and nothing contained in this Exhibit conveys any other right to use the Digital Data.

§ 2.4 Where a provision in this Article 2 conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Article 2 shall prevail.

ARTICLE 3 DIGITAL DATA PROTOCOLS

§ 3.1 Anticipated Types of Digital Data. The anticipated types of Digital Data to be used on the Project are as follows: *(Indicate below the information on the Project that shall be created and shared in a digital format. If the Parties indicate that Building Information Modeling will be utilized on the Project, the Parties shall also complete Article 4.)*

Anticipated Digital Data	**Applicability to the Project** *(Indicate Applicable or Not Applicable)*	**Location of Detailed Description** *(Section 3.1.1 below or in an attachment to this exhibit and identified below)*
Project Agreements and Modifications		
Project communications		
Architect's pre-construction submittals		
Contract Documents		
Contractor's submittals		
Subcontractor's submittals		
Modifications		
Project payment documents		
Notices and claims		
Building Information Modeling		

§ 3.1.1 Insert a detailed description of the anticipated Digital Data identified in Section 3.1, if not further described in an attachment to this Exhibit.

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§ 3.2 As soon as practical following execution of the Agreement, the Parties shall further describe the uses of Digital Data, and establish necessary protocols governing the transmission and Authorized Uses of Digital Data, in consultation with the other Project Participants that are expected to utilize Digital Data on the Project.

§ 3.2.1 Unless another Project Participant is identified below, the Architect shall prepare and distribute to the other Project Participants Digital Data protocols for review, revision and approval.
(If a Project Participant other than the Architect shall be responsible for preparing draft and final Digital Data protocols, identify that Project Participant.)

§ 3.2.2 The agreed upon Digital Data protocols shall be set forth in AIA Document G201–2013 and each Project Participant shall memorialize their agreement in writing to such Digital Data protocols.

§ 3.2.3 The Parties, together with the other Project Participants, shall review and, if necessary, revise the Digital Data protocols at appropriate intervals as required by the conditions of the Project.

§ 3.3 The Parties shall transmit, use, store and archive Digital Data in accordance with the Digital Data protocols set forth in the latest version of AIA Document G201–2013 agreed to by the Project Participants.

§ 3.4 Unauthorized Use

§ 3.4.1 Prior to Establishment of Digital Data Protocols

If a Party receives Digital Data prior to the agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, that Party is not authorized to use or rely on the Digital Data. Any use of, or reliance on, such Digital Data is at that Party's sole risk and without liability to the other Party and its contractors, consultants, agents and employees.

§ 3.4.2 Following Establishment of Digital Data Protocols

Following agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, if a Party uses Digital Data inconsistent with the Authorized Uses identified in the Digital Data protocols, that use shall be at the sole risk of the Party using the Digital Data.

§ 3.5 Digital Data Management

§ 3.5.1 Centralized electronic document management system use on the Project shall be:
(Check the appropriate box. If the Parties do not check one of the boxes below, the default selection shall be that the Parties will not utilize a centralized electronic document management system on the Project.)

[X] The Parties intend to use a centralized electronic document management system on the Project.

[ ] The Parties do not intend to use a centralized electronic document management system on the Project.

§ 3.5.2 If the Project Participants intend to utilize a centralized electronic document management system on the Project, the Project Participants identified in Section 3.5.3 shall be responsible for managing and maintaining such system. The Project Participants responsible for managing and maintaining the centralized electronic document management system shall facilitate the establishment of protocols for transmission, use, storage and archiving of the centralized Digital Data and assist the Project Participants identified in Section 3.2.1 above in preparing Digital Data protocols. Upon agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, the Project Participants identified in Section 3.5.3 shall manage and maintain the centralized electronic document management system consistent with the management protocols set forth in the latest version of G201–2013 approved by the Project Participants.

§ 3.5.3 Unless responsibility is assigned to another Project Participant, the Architect shall be responsible for managing and maintaining the centralized electronic document management system. If the responsibility for management and maintenance will be assigned to another Project Participant at an identified Project milestone, indicate below the Project Participant who shall assume that responsibility, and the Project milestone.

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(Identify the Project Participant responsible for management and maintenance only if the Parties intend to utilize a centralized electronic document management system on the Project.)

Responsible Project Participant	Project Milestone

ARTICLE 4 BUILDING INFORMATION MODELING PROTOCOLS

§ 4.1 If the Parties indicate in Section 3.1 that Building Information Modeling will be used on the Project, specify below the extent to which the Parties intend to utilize Building Information Modeling and identify the provisions of this Article 4 governing such use:

[ ] The Parties shall utilize Building Information Modeling on the Project for the sole purpose of fulfilling the obligations set forth in the Agreement without an expectation that the Model will be relied upon by the other Project Participants. Unless otherwise agreed in writing, any use of, transmission of, or reliance on the Model is at the receiving Party's sole risk. The remaining sections of this Article 4 shall have no force or effect.

[X] The Parties shall develop, share, use and rely upon the Model in accordance with Sections 4.2 through 4.10 of this Exhibit.

§ 4.2 Anticipated Building Information Modeling Scope. Indicate below the portions of the Project for which Modeling will be used and the anticipated Project Participant responsible for that Modeling.

Project Portion for Modeling	Responsible Project Participant

§ 4.3 Anticipated Model Authorized Uses. Indicate below the anticipated Authorized Uses of the Model for the Project, which Authorized Uses will be agreed upon by the Project Participants and further described for each LOD in AIA Document G202–2013.

Authorized Uses of the Model for the Project are defined in Article 7 of AIA B101-2017.

§ 4.4 Ancillary Modeling Activities. Indicate additional Modeling activities agreed upon by the Parties, but not to be included in AIA Document G202–2013, if any.
(Describe any Modeling activities, such as renderings, animations, performance simulations, or other similar use, including the anticipated amount and scope of any such Modeling activities.)

Defined in EXH-B Project Design Milestones & Deliverables to AIA B101-2017.

§ 4.5 Modeling Protocols. As soon as practical following execution of the Agreement, the Parties shall, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, further describe the Authorized Uses of the Model and establish necessary protocols governing the development of the Model utilizing AIA Document G202–2013.

§ 4.5.1 The Modeling protocols shall address the following:

.1 Identification of the Model Element Authors;
.2 Definition of the various LOD for the Model Elements and the associated Authorized Uses for each defined LOD;
.3 Identification of the required LOD of each Model Element at each identified Project milestone;
.4 Identification of the construction classification systems to be used on the Project;
.5 The process by which Project Participants will exchange and share the Model at intervals not reflected in Section 3.3, Model Element Table, of AIA Document G202–2013;
.6 The process by which the Project Participants will identify, coordinate and resolve changes to the Model;
.7 Details regarding any anticipated as-designed or as-constructed Authorized Uses for the Model, if required on the Project;

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.8 Anticipated Authorized Uses for facilities management or otherwise, following completion of the Project; and

.9 Other topics to be addressed by the Modeling protocols: *(Identify additional topics to be addressed by the Modeling Protocols.)*

§ 4.5.2 Unless responsibility is assigned to another Project Participant identified below, the Architect shall prepare and distribute Modeling protocols to the other Project Participants for review, revision and approval.
(If a Project Participant other than the Architect shall be responsible for preparing draft and final Modeling protocols, identify that Project Participant.)

§ 4.5.3 The agreed upon Modeling protocols shall be set forth in AIA Document G202–2013 and each Project Participant shall memorialize their agreement in writing to such Modeling protocols.

§ 4.5.4 The Parties, together with the other Project Participants, shall review, and if necessary, revise the Modeling protocols at appropriate intervals as required by the conditions of the Project.

§ 4.6 The Parties shall develop, use and rely on the Model in accordance with the Modeling protocols set forth in the latest version of AIA Document G202–2013, which document shall be included in or attached to the Model in a manner clearly accessible to the Project Participants.

§ 4.7 Unauthorized Use

§ 4.7.1 Prior to Establishment of Modeling Protocols

If a Party receives any Model prior to the agreement to, and documentation of, the Modeling protocols in AIA Document G202–2013, that Party is not authorized to use, transmit, or rely on the Model. Any use, transmission or reliance is at that Party's sole risk and without liability to the other Party and its contractors, consultants, agents and employees.

§ 4.7.2 Following Establishment of Modeling Protocols

Following agreement to, and documentation of, the Modeling protocols in AIA Document G202–2013, if a Party uses or relies on the Model inconsistent with the Authorized Uses identified in the Modeling protocols, such use or reliance shall be at the sole risk of the Party using or relying on the Model. A Party may rely on the Model Element only to the extent consistent with the minimum data required for the identified LOD, even if the content of a specific Model Element includes data that exceeds the minimum data required for the identified LOD.

§ 4.8 Model Management

§ 4.8.1 The requirements for managing the Model include the duties set forth in this Section 4.8. Unless assigned to another Project Participant, the Architect shall manage the Model from the inception of the Project. If the responsibility for Model management will be assigned to another Project Participant, or change at an identified Project milestone, indicate below the identity of the Project Participant who will assume that responsibility, and the Project milestone.

Responsible Project Participant	Project Milestone

§ 4.8.2 Model Management Protocol Establishment. The Project Participant responsible for managing the Model, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, shall facilitate the establishment and revision of Model management protocols, including the following:

.1 Model origin point, coordinate system, precision, file formats and units. The Model shall be accurately geo-located.

.2 Model file storage location(s)

.3 Processes for transferring and accessing Model files

.4 Naming conventions as defined in the Owner's Revit and Drafting Standards.

.5 Processes for aggregating Model files from varying software platforms

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.6 Model access rights
.7 Identification of design coordination and clash detection procedures.
.8 Model security requirements
.9 Other: *(Identify additional Model management protocols to be addressed.)*

The Project Participant responsible for managing the Model shall use the issued MPS Revit template and conform to MPS Revit and Drafting Standards as defined in EXH-C.2 Quality Performance and Owner Provisions of AIA B101-2017.

§ 4.8.3 Ongoing Responsibilities. The Project Participant responsible for managing the Model shall do so consistent with the Model management protocols, which shall also include the following ongoing responsibilities:

.1 Collect incoming Models:
  .1 Coordinate submission and exchange of Models
  .2 Create and maintain a log of Models received
  .3 Review Model files for consistency with Sections 4.8.2.1 through 4.8.2.5
  .4 Maintain a record copy of each Model file received
.2 Aggregate Model files and make them available for Authorized Uses
.3 Maintain Model Archives and backups consistent with the requirements of Section 4.8.4 below
.4 Manage Model access rights
.5 Other: *(Identify additional responsibilities.)*

§ 4.8.4 Model Archives. The individual or entity responsible for Model management as set forth in this Section 4.8 shall compile a Model Archive at the end of each Project milestone and shall preserve it without alteration as a record of Model completion as of that Project milestone.

§ 4.8.4.1 Additional Model Archive requirements, if any, are as follows:

§ 4.8.4.2 The procedures for storing and preserving the Model(s) upon final completion of the Project are as follows:

§ 4.9 Post-Construction Model. The services associated with providing a Model for post-construction use shall only be required if specifically designated in the table below as a Party's responsibility.
(Designate below any anticipated post-construction Model and related requirements, the Project Participant responsible for creating or adapting the Model to achieve such uses, and the location of a detailed description of the anticipated scope of services to create or adapt the Model as necessary to achieve such uses.)

Post-Construction Model	**Applicability to Project** *(Applicable or Not Applicable)*	**Responsible Project Participant**	**Location of Detailed Description of Requirements and Services** *(Section 4.10 below or in an attachment to this exhibit and identified below)*
§ 4.9.1 Remodeling	Applicable	Owner	
§ 4.9.2 Wayfinding and Mapping	Applicable	Architect	
§ 4.9.3 Asset/FF & E Management	Applicable	Owner	
§ 4.9.4 Energy Management	Applicable	Owner	
§ 4.9.5 Space Management	Applicable	Owner	
§ 4.9.6 Maintenance Management	Applicable	Owner	

§ 4.10 Insert a detailed description of the requirements for each Post-Construction Model identified in Section 4.9 and the anticipated services necessary to create each Post-Construction Model, if not further described in an attachment to this Exhibit.

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As part of basic services, the Architect shall produce wayfinding floor plans for use of the Owner. Floor plans shall be provided in PDF format to be printed on letter, 11x17 and 24x36 paper.

ARTICLE 5 OTHER TERMS AND CONDITIONS

Other terms and conditions related to the transmission and use of Digital Data are as follows:

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Additions and Deletions Report for

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This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

This Exhibit dated the 13 day of March in the year 2018 is incorporated into the agreement (the "Agreement") between the Parties for the following Project:

PAGE 4

[X] The Parties intend to use a centralized electronic document management system on the Project.

PAGE 5

[X] The Parties shall develop, share, use and rely upon the Model in accordance with Sections 4.2 through 4.10 of this Exhibit.

...

Authorized Uses of the Model for the Project are defined in Article 7 of AIA B101-2017.

...

Defined in EXH-B Project Design Milestones & Deliverables to AIA B101-2017.

PAGE 6

.1 Model origin point, coordinate system, precision, file formats and ~~units~~units. The Model shall be accurately geo-located.

...

.4 Naming conventions as defined in the Owner's Revit and Drafting Standards.

PAGE 7

The Project Participant responsible for managing the Model shall use the issued MPS Revit template and conform to MPS Revit and Drafting Standards as defined in EXH-C.2 Quality Performance and Owner Provisions of AIA B101-2017.

...

§ 4.9.1 Remodeling	Applicable	Owner	
§ 4.9.2 Wayfinding and Mapping	Applicable	Architect	
§ 4.9.3 Asset/FF & E Management	Applicable	Owner	

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§ 4.9.4 Energy Management	Applicable	Owner	
§ 4.9.5 Space Management	Applicable	Owner	
§ 4.9.6 Maintenance Management	Applicable	Owner	

PAGE 8

As part of basic services, the Architect shall produce wayfinding floor plans for use of the Owner. Floor plans shall be provided in PDF format to be printed on letter, 11x17 and 24x36 paper.

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:15:52 on 03/23/2018 under Order No. 8259021829 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document E203™ - 2013, Building Information Modeling and Digital Data Exhibit, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

Karrie Schwartz

Digitally signed by Karrie Schwartz
DN: cn=Karrie Schwartz, o=Parallel Technologies, Inc, ou=Director, Operations, email=kschwartz@ptnet.com, c=US
Date: 2020.05.29 09:47:36 -05'00'

(Signed)

Director, Operations

(Title)

5/29/2020

(Dated)

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Request for Board Action

Item Title
Contract for services with Public Consulting Group

Recommended Motion
Include in Consent Agenda

Requesting Division
Associate Superintendents

Item File Number
2020-4400000526

Meeting Date for Action
6/9/2020

Reason for Board Action
Contract over $100,000

Background
Special Education Management and Third Party Billing provide an automated web-based system using Easy IEP for Special Education management of Individual Education Plan (IEP)/Individual Service Plan (ISP)/Individual Interagency Intervention Plan (IIIP)/Individual Family Service Plan (IFSP) forms/records and to assist the District in meeting all special education compliance and due process requirements.

Timeline/Next Steps
Once Board approval is received, staff will move forward with the contract and services can continue.

Contract Amount
$399,460

Contract Term
July 1, 2020 – June 30, 2022

Contract Type
Master

RFP Status
Completed

MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

CONTRACT FOR SERVICES – $25,000 above

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Public Consulting Group "Contractor" (collectively "parties") to provide a comprehensive and flexible internet-based system for Special Education Services for all due process documentation and third party billing to D-AO-Special Education.

TERM OF CONTRACT

1.1 This Contract is effective on 07/01/2020 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2022, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as **Exhibit A** ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 ***Total Obligation***

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed $399,460 per 12 months. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 ***Frequency of Invoicing and Terms of Payment***

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable **Exhibit B**. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 ***Taxes.***

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 ***Fund Availability; Federal Funds Contingency.***

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Contract is funded in whole or in part with federal funds, District's payment obligations are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable

state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C.Section 5119a and 42 U.S.C. Section 14501-05.

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

7 DATA PRIVACY

7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

8 OWNERSHIP OF MATERIAL

8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRACTOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding,

worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. 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 that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

13 INSURANCE

13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above $1,000,000 per occurrence through umbrella or excess coverage.

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than $1,500,000 each claim and $1,500,000 each

occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILTY

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1

Division: D-AO-Special Education
Attn: Charles Kippley
1250 W Broadway
Minneapolis, MN 55411
Email: charles.kippley@mpls.k12.mn.us

CONTRACTOR

Public Consulting Group Inc
Phone: 617-426-2026
Address: 148 State St. 10th Floor, Boston, MA 02109
Email: finance-invoices@pcgus.com

ACKNOWLEDGMENT

21.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

21.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

22 NON-WAIVER

22.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

23 ASSIGNMENT

23.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment, shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

24 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

24.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any

amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

25 WARRANTY

25.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

26 SEVERABILITY

26.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

27 SURVIVABILITY

27.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

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SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Kim Ellison

(Printed)

Title: Board Chair

Date: _____

CONTRACTOR NAME

Signature: Kristin LG Hunter

Name: Kristin LG Hunter
(Printed)

Title: Associate Manager

Date: 06/01/2020

Exhibit A:

Deliverables:

Special Education Management and Third Party Billing Provide an automated web-based system using EasyIEP for Special Education management of Individual Education Plan (IEP)/Individual Service Plan (ISP)/Individual Interagency Intervention Plan (IIIP)/Individual Family Service Plan (IFSP) forms/records and to assist the District in meeting all special education compliance and due process requirements. Provide third-party billing services using an automated web-based system for Medicaid cost recovery. Develop and maintain a system that integrates the IEP/ISP/IIIP/IFSP and Medicaid billing information for accountability, compliance for state and federal audits. Develop and maintain a system that is efficient and accessible for staff, and allows for concurrent multiple users in order to meet their special education documentation requirements. Develop and execute an adequate training program for staff as needed. The District shall compensate the Contractor for EasyIEP services per 12 months during the period from July 1, 2020 through June 30, 2022, for a base amount of $107,640.00 plus up to $88,860.00 for added services such as including the optional addition of the Evaluation Process for $10,400, PaperClip for $8,320, Easy504 for $7,280, Student Behavior Module $3.90 per special education student (determined by MDE unduplicated student count), Goal Builder for $5000.00, Single-Sign-On Integration for $10,500 ($8000 one-time set-up and $2,500 annual support) and any additional programming, for a total amount not to exceed $196,500.00. Payment shall be made upon presentation of acceptable billing statement(s). The District retains the option to extend the contract as detailed in Exhibit A for two additional one-year periods at the sole option of the District. In addition, the District shall compensate the Contractor for services related to Medicaid billing at the rate of $7.80 per paid claim per paid Medicaid student at an estimated cost of $190,000. Contractor shall bill for only one service per month per student even if the student receives more than one service in a month. Payment shall be made upon presentation of acceptable billing statement(s). The Contractor agrees to fulfill the obligations of the Contractor in the attached Standard Assurances. Child Welfare Targeted Case Management. The District shall compensate the Contractor for services related to Medicaid billing of Child Welfare Target Case Management at the rate of $7.80 per paid claim-student-month at an estimated cost of $9,360. In addition, District will compensate the Contractor for one-time initial set-up fee of $3,600.

Service Outcome:

Special Education Management and Third Party Billing Documentation of Special Education student records/services will be maintained and made available to district staff to meet due process requirements at all times. Third Party records will be maintained and used for claiming of third party reimbursement following state and federal requirements. Reports will be available at all times for the special education department. District Documentation Retention Policy will be met. Child Welfare Targeted Case Management Documentation of Targeted Case Management claim records will be made available to district staff to meet Child Welfare Targeted Case Management requirements. Claiming reports related to monthly processing will be available for the Check & Connect department. This includes identification of students qualifying or not for Medicaid billing. Qualifying students will have Medicaid billing processed within a monthly claiming schedule. Claims will be performed using existing claim compliance check functionality. District Documentation Retention Policy will be met.

Method of Evaluation:

Special Education Management and Third Party BillingOn-going evaluation of the system to meet due process compliance and third party billing requirements will be done through bi-weekly conference calls as well as regular communication between contractor and Special Education Department. (Responsible person: Charles Kippley, Manager, EasyIEP). Review of DHS remittance advice for accuracy of billing and settle-up data will be completed. (Responsible person: Carolyn Zachariason, Coordinator, Third Party Reimbursement). Child Welfare Targeted Case Management Electronic validation that claims match up to eligibility. (Responsible person: Colleen Kaibel, Director, Student Retention & Recovery)

PO will be created each year from the respective fiscal year budget.

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EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

PO will be created each year from the respective budget.

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Request for Board Action

Item Title
Contract for Rift Valley Transportation, Inc.

Recommended Motion
Included in Consent Agenda

Requesting Division
Operations

Item File Number
2020-12646

Meeting Date for Action
6/9/2020

Reason for Board Action
Required by Law or Regulation

Background
FY21 contract for services with Rift Valley Transportation, Inc. to provide transportation service to MPS students for 2020-2021 school year.

Timeline/Next Steps
Board approval 6/9/2020, routes to be determined and assigned prior to start of school, 9/7/2020

Contract Amount
$1,500,000

Contract Term
7/1/2020-6/30/2021

Contract Type
Master

RFP Status
Completed

CONTRACT FOR SERVICES

($25,000+)

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Rift Valley Transportation Inc, "Contractor" (collectively "parties") to provide Provide on time and safe Bus service for MPS students throughout the district to various schools for 2020-2021 school year. to D-Ops-Transportation.

1 *TERM OF CONTRACT*

1.1 This Contract is effective on 07/01/2020 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2021, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as Exhibit A ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 ***Total Obligation.***
District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed $1,500,000.00. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 ***Frequency of Invoicing and Terms of Payment.***

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable Exhibit B. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 ***Taxes.***

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 ***Fund Availability; Federal Funds Contingency.***

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Contract is funded in whole or in part with federal funds, District's payment obligations are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C.Section 5119a and 42 U.S.C. Section 14501-05.

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

7 DATA PRIVACY

7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

8 OWNERSHIP OF MATERIAL

8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRATOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except

as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. 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 that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

13 INSURANCE

13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above $1,000,000 per occurrence through umbrella or excess coverage.

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in

providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract, and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILTY

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within ten (10) days of the completion, termination of this Contract, or upon request of the District, whichever occurs first; Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Or, Contractor, upon the request of the

District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

19.2 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1
D-Ops-Transportation
Attn: Lisa Beck
1250 W Broadway
Minneapolis, MN 55411
Email: lisa.beck@mpls.k12.mn.us
Fax:

Rift Valley Transportation Inc

Attn:_____

Address: _____

Email: _____

Fax: _____

22 ACKNOWLEDGMEN**T**

22.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

22.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

23 NON-WAIVER

23.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

24 ASSIGNMENT

24.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment,

shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

25 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

25.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

26 WARRANTY

26.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

27 SEVERABILITY

27.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

28 SURVIVABILITY

28.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: Jennifer Lindquist
(Printed)

Title:_____

Date: _____

Rift Valley Transportation Inc

By: _____

Name:_____
(Printed)

Title:_____

Date: _____

EXHIBIT A: SCOPE OF WORK

Description of Services and Service Delivery

Provide on time and safe Bus service for MPS students throughout the district to various schools for 2020-2021 school year.

Service Outcome

Provide on time bus service for MPS students to various schools within the district.

Method of Evaluation

Monthly meetings for evaluations, penalties apply if applicable. Vendor will also be accountable by language agreed in the exhibit sections of the contract.

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

The payment terms are as follows:

If there are no exhibits:

This Exhibit and page have been intentionally left blank.

Request for Board Action

Item Title
Contract for Septran

Recommended Motion
Included in consent agenda

Requesting Division
Operations

Item File Number
2020-12647

Meeting Date for Action
6/9/2020

Reason for Board Action
Contract over $100,000

Background
FY21 contract for services with Septran to provide transportation services to MPS students for 2020-2021 school year.

Timeline/Next Steps
Board approval 6/9/2020, routes to be determined and assigned prior to start of school, 9/7/2020

Contract Amount
$7,000,000

Contract Term
7/1/2020-6/30/2021

Contract Type
Master

RFP Status
Completed

CONTRACT FOR SERVICES

($25,000+)

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Septran, "Contractor" (collectively "parties") to provide Transportation for Special Ed Students for 2020-2021 school year. to D-Ops-Transportation.

1 *TERM OF CONTRACT*

1.1 This Contract is effective on 07/01/2020 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2021, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as Exhibit A ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 ***Total Obligation.***
District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed $7,000,000.00. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 ***Frequency of Invoicing and Terms of Payment.***

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable Exhibit B. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 ***Taxes.***

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 ***Fund Availability; Federal Funds Contingency.***

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Contract is funded in whole or in part with federal funds, District's payment obligations are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C.Section 5119a and 42 U.S.C. Section 14501-05.

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

7 DATA PRIVACY

7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

8 OWNERSHIP OF MATERIAL

8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRATOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except

as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. 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 that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

13 INSURANCE

13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above $1,000,000 per occurrence through umbrella or excess coverage.

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in

providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract, and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILTY

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within ten (10) days of the completion, termination of this Contract, or upon request of the District, whichever occurs first; Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Or, Contractor, upon the request of the

District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

19.2 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1
D-Ops-Transportation
Attn: Lisa Beck
1250 W Broadway
Minneapolis, MN 55411
Email: lisa.beck@mpls.k12.mn.us
Fax:

Septran

Attn:_____

Address: _____

Email: _____

Fax: _____

22 ACKNOWLEDGMEN**T**

22.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

22.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

23 NON-WAIVER

23.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

24 ASSIGNMENT

24.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment,

shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

25 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

25.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

26 WARRANTY

26.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

27 SEVERABILITY

27.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

28 SURVIVABILITY

28.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: Jennifer Lindquist
(Printed)

Title:_____

Date: _____

Septran

By: _____

Name:_____
(Printed)

Title:_____

Date: _____

EXHIBIT A: SCOPE OF WORK

Description of Services and Service Delivery

Provide on time and safe Bus service for MPS students throughout the district to various schools for 2020-2021 school year.

Service Outcome

Successful on time delivery of MPS students to and from their schools and home.

Method of Evaluation

Monthly meetings for evaluations, penalties apply if applicable. Vendor will also be held accountable by the language agreed upon in the Exhibit of section of the contract.

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

The payment terms are as follows:

If there are no exhibits:

This Exhibit and page have been intentionally left blank.

Request for Board Action

Item Title
Contract for services with Watercourse Counseling

Recommended Motion
Included in Consent Agenda

Requesting Division
Associate Superintendents

Item File Number
2020- 4400000524

Meeting Date for Action
6/9/2020

Reason for Board Action
Contract over $100,000

Background
This is a continuation of the Contract with Watercourse Counseling, a mental health agency that was chosen through the RFP process, with input from the schools in which they provide services. While there are many different mental health agencies that MPS partners with, Watercourse Counseling specifically works with the following schools: Sullivan, Andersen, Cityview, Wellstone, Keewaydin, Kenwood, and Webster. Payment supports staff consultation time and professional development in schools.

Timeline/Next Steps
Once Board approval is received, staff will move forward with the contract and services can continue.

Contract Amount
$160,000

Contract Term
July 1, 2020 – June 30, 2022

Contract Type
Master

RFP Status
Completed

MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

CONTRACT FOR SERVICES – $25,000 above

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and The Mental Health Collective (dba Watercourse Counseling Center) "Contractor" (collectively "parties") to provide Mental Health Services to Sullivan, Anderson, Bancroft, Emerson, Wittier, Lyndale, Loring, Cityview, Wellstone, Keewaydin, Kenwood, Webster

TERM OF CONTRACT

1.1 This Contract is effective on 07/01/2020 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2022, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as **Exhibit A** ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 ***Total Obligation***

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed $160,000. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 ***Frequency of Invoicing and Terms of Payment***

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable **Exhibit B**. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 ***Taxes.***

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 ***Fund Availability; Federal Funds Contingency.***

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this

Contract is funded in whole or in part with federal funds, District's payment obligations are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C.Section 5119a and 42 U.S.C. Section 14501-05.

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

7 DATA PRIVACY

7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

8 OWNERSHIP OF MATERIAL

8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRACTOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this

Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. 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 that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

13 INSURANCE

13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above $1,000,000 per occurrence through umbrella or excess coverage.

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract

and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILTY

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the

performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1

Division: D-AO-Special Education
Attn: Rochelle Cox
1250 W Broadway
Minneapolis, MN 55411
Email: Rochelle.Cox@mpls.k12.mn.us

CONTRACTOR

Martha Olson
Phone: 612-822-8227
Address: 3548 Bryant Ave S, Minneapolis, MN 55408
Email: martha@watercoursecounseling.org

ACKNOWLEDGMENT

21.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

21.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

22 NON-WAIVER

22.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

23 ASSIGNMENT

23.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment, shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

24 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

24.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

25 WARRANTY

25.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all

defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

26 SEVERABILITY

26.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

27 SURVIVABILITY

27.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Kim Ellison

(Printed)

Title: Board Chair

Date: _____

CONTRACTOR NAME

Signature: Martha Olson

Name: Martha Olson
(Printed)

Title: martha@watercoursecounseling.org

Date: 6/1/20

Exhibit A:

Deliverables:

Watercourse Counseling Center to provide mental health services to Sullivan, Anderson, Bancroft, Emerson, Wittier, Lyndale, Loring, Cityview, Wellstone, Keewaydin, Kenwood, and Webster for the period of July 01, 2020 through June 30, 2021

Service Outcome:

1. The District will at the request of a Parent or Guardian of a student provide The Mental Health Collective sufficient information to initiate a contact with the Parent or Guardian including and limited to: student name, parent or guardian name, home address, telephone number(s), type of requested service and reason for the requested service.2. Contractor will provide a full time licensed mental health professional 40 hours per week on-site at the following site: Sullivan, Anderson, Bancroft, Emerson, Wittier, Lyndale, Loring, Cityview, Wellstone, Keewaydin, Kenwood, and Webster during the 2020-21 School Year. If the Contractor wishes to provide services less than full time at a site, the Contractor will need to justify this reduction in services delivery and receive written approval from the District. If the Contractor is going to have an unlicensed Master's degreed practitioner providing services at the site, the Contractor will need to submit justification for using an unlicensed practitioner, submit a supervision plan and will need to receive written approval from the District. The expectation is to have a fully independently licensed mental health professional (LP, LICSW, LPC, LMFT, etc.) unless an exception is agreed to in writing by the District. 3. Contractor will provide mental health services, including: diagnostic assessment; clinical treatment; consultation to school staff; treatment-related care coordination; attending school meetings (such as IEP meetings), provide interagency coordination and collaboration; early identification; and providing mental health training to school staff. Expenses covered under this contract include costs for ancillary and supportive services which are not reimbursed through other payers, such as care coordination, consultation, providing training, school meeting, and staff time related to referrals, interagency coordination and collaboration, planning and program development. Contractor will provide a majority of their time as direct clinical services and a minimum 20% in consultation and care coordination services listed above. The Contractor will serve students regardless of their ability to pay.4. Contractor will own all clinical records including testing results, reports and clinical notes generated as a result of client contact. School personnel shall not have access to the records or to information about clients without a signed release of information from the client or client's parent/guardian.5. Contractor will attend the monthly Minneapolis Public Schools School Mental Health Administrators Meetings. 6. Contractor and their clinical staff working in schools will attend the quarterly Minneapolis Public Schools Clinicians' Meetings. 7. Contractor will retain any income from commercial health insurance, Medical Assistance or other payers remitted for services of The Mental Health Collective.8. Contractor will participate in program evaluation and research activities as requested by the District.9. Contractor will complete Agency Staffing spreadsheet as requested by the district and will update continuously throughout the contract period if changes occur. 10. Contractor will participate in the full utilization of the public insurance Clinical Care Coordination benefit and will submit a financial report on this benefit 3 times per year.

Method of Evaluation:

1. Completion of satisfaction survey by school staff about school based mental health services (Responsible person: Rochelle Cox, Associate Superintendent).2. Report on the amount and type of mental health services (both clinical and ancillary) provided to students and families and amount and type of training for staff. (Responsible person: Rochelle Cox, Associate Superintendent).

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EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

The District will provide monetary payment for services described in Contract for the following schools: Sullivan, Anderson, Cityview, Wellstone, Keewaydin, Kenwood, and Webster. The Mental Health Collective will provide services described in the Contract at no cost to the District as they are funded by the MN DHS School Linked Mental Health grant at the following schools: Bancroft, Emerson, Wittier, Lyndale, and Loring.

PO will be created each year from the respective fiscal year budget.

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Request for Board Action

Item Title
Contract for ThompsonGas, LLC (dba Como Oil & Propane)

Recommended Motion
Included in Consent Agenda

Requesting Division
Operations

Item File Number
2020-12658

Meeting Date for Action
6/9/2020

Reason for Board Action
Required by Law or Regulation

Background
FY21 contract to provide propane fuel to MPS as needed and called upon from the Transportation Department.

Timeline/Next Steps
Board approval 6/9/2020, routes to be determined and assigned prior to start of school, 9/7/2020

Contract Amount
$250,000

Contract Term
7/1/2020-6/30/2021

Contract Type
Master

RFP Status
Completed

CONTRACT FOR SERVICES

($25,000+)

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and ThompsonGas LLC dba Como Oil & Propane, "Contractor" (collectively "parties") to provide Propane Fuel for District Vehcles to D-Ops-Transportation.

1 *TERM OF CONTRACT*

1.1 This Contract is effective on 07/01/2020 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2021, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

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3.2 ***Frequency of Invoicing and Terms of Payment.***

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District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

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4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C.Section 5119a and 42 U.S.C. Section 14501-05.

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

7 DATA PRIVACY

7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

8 OWNERSHIP OF MATERIAL

8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRATOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except

as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. 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 that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

13 INSURANCE

13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above $1,000,000 per occurrence through umbrella or excess coverage.

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in

providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract, and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILTY

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within ten (10) days of the completion, termination of this Contract, or upon request of the District, whichever occurs first; Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Or, Contractor, upon the request of the

District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

19.2 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1
D-Ops-Transportation
Attn: Lisa Beck
1250 W Broadway
Minneapolis, MN 55411
Email: lisa.beck@mpls.k12.mn.us
Fax:

ThompsonGas LLC dba Como Oil & Propane

Attn:_____

Address: _____

Email: _____

Fax: _____

22 ACKNOWLEDGMEN**T**

22.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

22.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

23 NON-WAIVER

23.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

24 ASSIGNMENT

24.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment,

shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

25 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

25.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

26 WARRANTY

26.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

27 SEVERABILITY

27.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

28 SURVIVABILITY

28.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: Jennifer Lindquist
(Printed)

Title:_____

Date: _____

ThompsonGas LLC dba Como Oil & Propane

By: _____

Name:_____
(Printed)

Title:_____

Date: _____

EXHIBIT A: SCOPE OF WORK

Description of Services and Service Delivery

Propane Fuel for MPS district vehicles 2020-2021 SY

Service Outcome

A Properly functioning Propane Fuel System

Method of Evaluation

Ability to successfully fuel bus fleet

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

The payment terms are as follows:

If there are no exhibits:

This Exhibit and page have been intentionally left blank.

Request for Board Action

Item Title
Urban Debate League/Augsburg University

Recommended Motion
Included in Consent Agenda

Requesting Division
Academics

Item File Number
2020- 4400000537

Meeting Date for Action
6/9/2020

Reason for Board Action
Contract over $100,000

Background
Urban Debate League services for MPS

Timeline/Next Steps
Need June 9th approval

Contract Amount
$225,000.00

Contract Term
July 1, 2020 – June 30, 2021

Contract Type
Master

RFP Status
Single Source, RFP Not Required

MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

COMMUNITY PARTNER CONTRACT FOR SERVICES ($25,000+)

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Urban Debate League/Augsburg University, "Contractor" (collectively "parties").

1. TERM OF CONTRACT

1.1. This Contract is effective on August 17, 2020 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 26, 2021 or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2. Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2. SCOPE OF WORK

2.1. Contractor shall perform all of the services set forth herein and any exhibits attached hereto as Exhibit A ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3. CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1. Total Obligation.

3.2.

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed $225,000. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.3. Frequency of Invoicing and Terms of Payment.

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable Exhibit B. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.4. Taxes.

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided

above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.5. Fund Availability; Federal Funds Contingency.

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Contract is funded in whole or in part with federal funds, District's payment obligations are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4. GENERAL TERMS AND CONDITIONS

4.1. The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5. AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1. The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

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6.1. Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C.Section 5119a and 42 U.S.C. Section 14501-05.

6.2. Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

7. DATA PRIVACY

7.1. Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

8. STUDENT DATA

8.1. Contractors who require access to student data agree to the following:

8.1.1. Contractors agree to attend District provided training on data privacy at least one time per year and follow District processes to obtain data.

8.1.2. Contractors will obtain a District release of information on each individual student, and access information solely through the District's Community Partner Portal. Releases of information are accepted on an ongoing basis.

8.1.3. Contractors needing basic, de-identified and aggregate student data, as defined by the District, must contact Partnership Evaluation (partnership.evaluation@mpls.k12.mn.us). Basic reports are subject to a fee.

8.1.4. Contractors needing data for research or evaluation must contact the District's Research, Evaluation and Assessment (http://rea.mpls.k12.mn.us) and follow the applicable processes. Requests are also subject to a fee.

8.1.5. Contractors applying for grants that need District student data for reporting purposes are required to contact Resource Development and Innovation (http://rdi.mpls.k12.mn.us) for a letter of support and approval.

8.2. If Contractor has been hired to do work as an agent for the District, Contractor agrees that when it receives data it shall do the following:

8.2.1. Ensure that all student/family information will be treated as confidential information. Such information will not be discussed, shared or released unless needed to perform the task for which Contractor was selected;

8.2.2. Ensure that no copies of data are made. If copies are made, all copies must be shredded or returned to the District;

8.2.3. Establish policies and procedures to protect the confidentiality of the data;

8.2.4. Securely destroy all data at the end of the Contract or within one year if the data is needed;

8.2.5. Inform the District, in writing, about any data breach that occurs (letter must include specific information about what happened, when, and proposed method for resolving the issue);

8.2.6. Allow the district to review and approve any reported results, prior to public distribution.

9. USE OF DISTRICT SPACE

9.1. Contractor agrees that if it will be using District space it will obtain a lease, license or permit. If such lease, license or permit is terminated or revoked, the District shall also have the right, at its discretion, to terminate this contract without regard to notices required herein.

10. USE OF DISTRICT NAME OR LOGO

10.1. Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of

any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

11. MALTREATMENT OF MINORS REPORTING ACT

11.1. Contractor shall comply with all of the provisions of the Maltreatment of Minors Reporting Act, Minn. Stat. § 626.556.

12. PROFESSIONAL STANDARDS OF BEHAVIOR

12.1. Contractor shall maintain professional standards of behavior under the leadership and guidance of the building principal or site administrator.

13. OWNERSHIP OF MATERIAL

13.1. The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

14. INDEPENDENT CONTRACTOR

14.1. Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

14.2. Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District to the extent permitted by law.

15. WORKER HEALTH, SAFETY AND TRAINING

15.1. Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. 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 that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

16. BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

16.1. Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

17. INSURANCE

17.1. At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above $1,000,000 per occurrence through umbrella or excess coverage.

17.2. Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has Director's and Officer's Errors and Omissions and professional liability insurance with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured as the coverage. Contractor shall provide all such certificates to District.

17.3. Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

17.4. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract, and shall require its insurer to mail the District a notice if the coverage is cancelled.

18. INDEMNIFICATION

18.1. Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. This shall not apply injuries, claims, damages, or loss caused by the intentional, willful, or wanton acts of District.

19. LIMITATION ON LIABILTY

19.1. In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

20. CONFLICT OF INTEREST/CODE OF ETHICS

20.1. Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

21. COMPLIANCE WITH LAWS AND DEBARMENT

21.1. Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

22. TERMINATION

22.1. The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after receipt of notice of termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

22.2. District may terminate this Contract in whole or in part for Cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. In this event, District will not be liable for any amounts; but Contractor shall be liable to District for all losses, damages, and expenses. including, without limitation, the excess cost of recouping similar goods or services; shipping charges for any items District may at its option return to Contractor, including items already delivered, but for which District no longer has any use because of Contractor's default; and amounts paid by District for any items District has received but returns to Contractor. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

22.3. Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law, equity or statute. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

23. RETURN OF DATA

23.1. Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or

information in Contractor's possession or control, and provide District with proof of such destruction.

24. RECORDS MANAGEMENT AND MAINTENANCE

24.1. District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

25. NOTICES/ADMINISTRATION

25.1. Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1

Name of the District Signer: Jim Bierma

Title: College and Career Readiness Executive Director

Email: james.bierma@mpls.k12.mn.us

Partner

Name: Amy Cram Helwich

Email: cramhe@augsburg.edu

Address: 2211 Riverside Ave, Minneapolis, MN 55454

26. ACKNOWLEDGMENT

26.1. In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

26.2. Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

27. NON-WAIVER

27.1. No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

28. ASSIGNMENT

28.1. Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment, shall satisfy

District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

29. CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

29.1. This Contract shall be construed under Minnesota law (without regard for choice of law considerations) and the policies and procedures of the District, as amended from time to time. Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

30. WARRANTY

30.1. Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach to the extent permitted by law. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

31. SEVERABILITY

31.1. If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

32. SURVIVABILITY

32.1. The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: Kim Ellison

Title: Board Chair

Date: _____

PARTNER

By: _____

Name: Amy Cram Helwich

Title: Executive Director Urban Debate League

Email: cramhe@augsburg.edu

Phone: 612-359-6467

Date: _____

By: ____Karen Kaivola_____
Name: Karen Kaivola
Title: Provost and Chief Academic Officer, Augsburg University
Email: kaivola@augsburg.edu
Phone: 612-330-1024
Date: _____6/2/2020_____

EXHIBIT A: PROGRAMMING PROVIDED

Description of Program and Delivery:

Provide services to implement and monitor debate teams and tournaments for Minneapolis Public School students at the middle and high school level.

Service Outcome:

Students will develop their critical thinking, develop persuasive arguments, and participate in group activities that will enhance their sense of community at the school.

Method of Evaluation

Student participation hours, standardized test scores, and number of debate meets.

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

The payment terms are as follows: Minneapolis Public Schools will provide payment to the Urban Debate League during the 2020-21 school year.

[The remainder of this page intentionally left blank.]

Request for Board Action

Item Title
Contract for services with Washburn Center for Children

Recommended Motion
Included in Consent Agenda

Requesting Division
Associate Superintendents

Item File Number
2020-44400000525

Meeting Date for Action
6/9/2020

Reason for Board Action
Contract over $100,000

Background
This is a continuation of the Contract with Washburn Center for Children, a mental health agency that was chosen through the RFP process, with input from the schools in which they provide services. While there are many different mental health agencies that MPS partners with, Washburn Center for Children specifically works with the following schools: Sanford, Bryn Mawr, Hall, Jenny Lind, Seward, Bethune, and Nellie Stone Johnson. Payment supports staff consultation time and professional development in schools.

Timeline/Next Steps
Once Board approval is received, staff will move forward with the contract and services can continue.

Contract Amount
$210,000

Contract Term
July 1, 2020 – June 30, 2022

Contract Type
Master

RFP Status
Completed

MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

CONTRACT FOR SERVICES – $25,000 above

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Washburn Center for Children "Contractor" (collectively "parties") to provide Mental Health Services to Sanford, Bryn Mawr, Hall, Jenny Lind, Seward, Bethune, and Nellie Stone Johnson

TERM OF CONTRACT

1.1 This Contract is effective on 07/01/2020 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2022, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as **Exhibit A** ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 ***Total Obligation***

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed $210,000. Contractor shall

not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 ***Frequency of Invoicing and Terms of Payment***

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable **Exhibit B**. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 ***Taxes.***

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 ***Fund Availability; Federal Funds Contingency.***

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Contract is funded in whole or in part with federal funds, District's payment obligations

are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C.Section 5119a and 42 U.S.C. Section 14501-05.

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

7 DATA PRIVACY

7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

8 OWNERSHIP OF MATERIAL

8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRACTOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this

Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. 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 that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

13 INSURANCE

13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above $1,000,000 per occurrence through umbrella or excess coverage.

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract

and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILTY

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the

performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1

Division: D-Ops-Special Education
Attn: Rochelle Cox
1250 W Broadway
Minneapolis, MN 55411
Email: Rochelle.Cox@mpls.k12.mn.us

CONTRACTOR

Tom Steinmetz
Phone: 612-767-6326
Address: 1100 Glenwod Ave. Minneapolis, MN 55405
Email: tsteinmetz@washburn.org

ACKNOWLEDGMENT

21.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

21.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

22 NON-WAIVER

22.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

23 ASSIGNMENT

23.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment, shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

24 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

24.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

25 WARRANTY

25.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all

defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

26 SEVERABILITY

26.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

27 SURVIVABILITY

27.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Kim Ellison

(Printed)

Title: Board Chair

Date: _____

CONTRACTOR NAME

Signature:

Name: [redacted]26 TOM STEINMETZ
(Printed)

Title: tsteinmetz@washburn.org CEO

Date: 6/1/2020

Exhibit A:

Deliverables:

Washburn Child Guidance Center to provide mental health services to Sanford, Bryn Mawr, Hall, Jenny Lind, Seward, Bethune, and Nellie Stone Johnson for the period of July 01, 2020 through June 30, 2021

Service Outcome:

1. The District will at the request of a Parent or Guardian of a student, provide Washburn Center for Children sufficient information to initiate a contact with the Parent or Guardian including and limited to: student name, parent or guardian name, home address, telephone number(s), type of requested service and reason for the requested service.2. Contractor will provide a full time licensed mental health professional 40 hours per week on-site at the following site: Washburn Center for Children, "Contractor" (collectively "parties") to provide to provide Mental Health Services to Sanford, Bryn Mawr, Hall, Jenny Lind, Seward, Bethune, and Nellie Stone Johnson Schools during the 2020-20201 School Year. If the Contractor wishes to provide services less than full time at a site, the Contractor will need to justify this reduction in services delivery and receive written approval from the District. If the Contractor is going to have an unlicensed Master's degreed practitioner providing services at the site, the Contractor will need to submit justification for using an unlicensed practitioner, submit a supervision plan and will need to receive written approval from the District. The expectation is to have a fully independently licensed mental health professional (LP, LICSW, LPC, LMFT, etc.) unless an exception is agreed to in writing by the District. 3. Contractor will provide mental health services, including: diagnostic assessment; clinical treatment; consultation to school staff; treatment-related care coordination; attending school meetings (such as IEP meetings), provide interagency coordination and collaboration; early identification; and providing mental health training to school staff. Expenses covered under this contract include costs for ancillary and supportive services which are not reimbursed through other payers, such as care coordination, consultation, providing training, school meeting, and staff time related to referrals, interagency coordination and collaboration, planning and program development. Contractor will provide a majority of their time as direct clinical services and a minimum 20% in consultation and care coordination services listed above. The Contractor will serve students regardless of their ability to pay.4. Contractor will own all clinical records including testing results, reports and clinical notes generated as a result of client contact. School personnel shall not have access to the records or to information about clients without a signed release of information from the client or client's parent/guardian.5. Contractor will attend the monthly Minneapolis Public Schools School Mental Health Administrators Meetings. 6. Contractor and their clinical staff working in schools will attend the quarterly Minneapolis Public Schools Clinicians' Meetings. 7. Contractor will retain any income from commercial health insurance, Medical Assistance or other payers remitted for services of Washburn Center for Children.8. Contractor will participate in program evaluation and research activities as requested by the District.9. Contractor will complete Agency Staffing spreadsheet as requested by the district and will update continuously throughout the contract period if changes occur. 10. Contractor will participate in the full utilization of the public insurance Clinical Care Coordination benefit and will submit a financial report on this benefit 3 times per year.

Method of Evaluation:

1. Completion of satisfaction survey by school staff about school based mental health services (Responsible person: Rochelle Cox, Associate Superintendent). 2. Report on the amount and type of mental health services (both clinical and ancillary) provided to students and families and amount and type of training for staff. (Responsible person: Rochelle Cox, Associate Superintendent).

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Multiyear contract - PO will be generated each year from the respective fiscal year budget.

[The remainder of this page intentionally left blank.]

Request for Board Action

Item Title
Contract for Wide Area Transportation Services, Inc.

Recommended Motion
Included in Consent Agenda

Requesting Division
Operations

Item File Number
2020-12648

Meeting Date for Action
6/9/2020

Reason for Board Action
Contract over $100,000

Background
FY21 contract for services with WATSI to provide transportation services to MPS students for 2020-2021 school year.

Timeline/Next Steps
Board approval 6/9/2020, routes to be determined and assigned prior to start of school, 9/7/2020

Contract Amount
$1,000,000

Contract Term
7/1/2020-6/30/2021

Contract Type
Master

RFP Status
Completed

CONTRACT FOR SERVICES

($25,000+)

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Wide Area Transportation Services Inc (WATSI), "Contractor" (collectively "parties") to provide Transport Type III and HHM students for the District for 2020-2021 school year to D-Ops-Transportation.

1 *TERM OF CONTRACT*

1.1 This Contract is effective on 07/01/2020 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2021, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as Exhibit A ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 ***Total Obligation.***
District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed $1,000,000.00. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 ***Frequency of Invoicing and Terms of Payment.***

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable Exhibit B. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 ***Taxes.***

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 ***Fund Availability; Federal Funds Contingency.***

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Contract is funded in whole or in part with federal funds, District's payment obligations are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C.Section 5119a and 42 U.S.C. Section 14501-05.

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

7 DATA PRIVACY

7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

8 OWNERSHIP OF MATERIAL

8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRATOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except

as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. 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 that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

13 INSURANCE

13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above $1,000,000 per occurrence through umbrella or excess coverage.

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in

providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract, and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILTY

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within ten (10) days of the completion, termination of this Contract, or upon request of the District, whichever occurs first; Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Or, Contractor, upon the request of the

District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

19.2 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1
D-Ops-Transportation
Attn: Lisa Beck
1250 W Broadway
Minneapolis, MN 55411
Email: lisa.beck@mpls.k12.mn.us
Fax:

Wide Area Transportation Services Inc (WATSI)

Attn:_____

Address: _____

Email: _____

Fax: _____

22 ACKNOWLEDGMEN**T**

22.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

22.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

23 NON-WAIVER

23.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

24 ASSIGNMENT

24.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment,

shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

25 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

25.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

26 WARRANTY

26.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

27 SEVERABILITY

27.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

28 SURVIVABILITY

28.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: Jennifer Lindquist
(Printed)

Title:_____

Date: _____

Wide Area Transportation Services Inc (WATSI)

By: _____

Name:_____
(Printed)

Title:_____

Date: _____

EXHIBIT A: SCOPE OF WORK

Description of Services and Service Delivery

Vendor will coordinate with MPS Transportation Staff to lay out routes for students to be picked up and transported to and from their homes and schools for FY21

Service Outcome

Students will be picked up in a timely manner and transported safely to their respective schools

Method of Evaluation

MPS Staff will receive weekly reports regarding on time delivery of students, and customer service.

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

The payment terms are as follows:

If there are no exhibits:

This Exhibit and page have been intentionally left blank.

Request for Board Action

Item Title
Resolution to Authorize and Delegate Contracting Authority to the Superintendent for FY2021

Recommended Motion
Included in Consent Agenda

Requesting Division
Operations

Item File Number
2020-0033

Meeting Date for Action
6/9/2020

Reason for Board Action
Required by Policy

Background
Board authorized same resolution for FY 2020, expiring on June 30, 2020. New Resolution will extend same Authority for FY 2021, with new expiration of June 30, 2021.

Timeline/Next Steps
Upon Resolution adoption, authorization and delegation would continue through June 30, 2021.

SPECIAL SCHOOL DISTRICT NO. 1
Board of Education

DATE: June 9, 2020

RESOLUTION AUTHORIZING & DELEGATING CONTRACTING AUTHORITY TO THE SUPERINTENDENT FOR FY2021

WHEREAS, Minnesota law allows delegation of authority to enter into contracts for pre-approved projects, which describes many facilities related contracts that are in excess of the bid law and bid procedures policy requirements; and

WHEREAS, an annual resolution delegating authority will allow an annual review of the success of this process assuring accountability of the Superintendent for any exercise of this delegation, and the review of the initial period of delegation supports a continuation of the delegation; and

WHEREAS, authorizing the Superintendent to contract on behalf of the Board within the limitations of the statute and Minneapolis Public Schools' policies with an extension limited to those preapproved projects that are facilities related and paid out of dedicated facilities funds will contribute to the efficient operation of the district and the conduct of board business; and

WHEREAS, authorizing the Superintendent in this way will clarify which purchases, leases and other contracts must come before the board for authorization, improving transparency of district operations; and

WHEREAS, it is in the best interests of the students, families, staff, and community of Minneapolis Public Schools that the district operates efficiently, and that board business be streamlined to allow the board to focus on critical issues.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Board of Directors of Special School District No. 1 hereby delegates to the Board designated Superintendent, or through that Superintendent to the designee, the authority to enter into contracts on behalf of Special School District No. 1, Minneapolis Public Schools for leases, purchases and provisions of goods and services that are included in the FY2021 Budget, subject to the limits of the bidding procedures policy (MPS Policy 3312) and Minnesota law or preapproved facilities projects to be funded through dedicated facilities funds (Fund 06) that are beyond those stated limits.

THEREFORE, BE IT FURTHER RESOLVED that this authority shall terminate at the end of the fiscal year, June 30, 2021.

Signed by:

_____ _____

Kim Ellison Date
Board of Education Chairperson

_____ _____

Josh Pauly Date
Board of Education Clerk

Request for Board Action

Item Title
Resolution adopting revisions to the World's Best Workforce Advisory Committee Charter

Recommended Motion
Included in the consent agenda

Requesting Division
Board Office

Item File Number
2020-0038

Meeting Date for Action
6/9/2019

Reason for Board Action
Other

Background
In May 2014, the Board dissolved the *District Curriculum and Instruction Advisory Committee* and simultaneously established the *2020 Advisory Committee*, which would serve as the advisory committee required by MN Statute 120B.11 also known as the World's Best Workforce.

In April 2016, the Board revised the committee's charter, which can be found here.

The proposed changes in the charter address three main areas:

1. Align committee purpose and goals to statutory language
2. Membership issues to align with Board Member election terms
3. Process and operational recommendations from the committee

Timeline/Next Steps
Effective immediately upon approval

SPECIAL SCHOOL DISTRICT NO. 1
Board of Education

June 9, 2020

Resolution Adopting Revisions to the District's World's Best Workforce Advisory Committee

WHEREAS, in May 2014, the Board dissolved the District Curriculum and Instruction Advisory Committee and simultaneously established the 2020 Advisory Committee, which would serve as the advisory committee required by MN Statute 120B.11 also known as the World's Best Workforce; and

WHEREAS, additional revisions are needed to ensure continued alignment with applicable statutes and the success of the committee.

SO, THEREFORE, BE IT RESOLVED that the Board of Directors of Special School District No. 1, hereby adopts the proposed revisions to the World's Best Workforce Advisory Committee Charter, effective immediately.

Signed by:

_____ _____
Kim Ellison Date
Board of Education Chairperson

_____ _____
Josh Pauly Date
Board of Education Clerk

2020-0038

Minneapolis Public Schools World's Best Workforce Advisory Committee Charter

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Minneapolis Public Schools World's Best Workforce Advisory Committee Charter

Purpose

Meet District goals of community partnership in the District's mission and to satisfy the requirements of Minnesota Statutes § 120B.11 Subd. 3: "School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World's Best Workforce."

The district's World's Best Workforce advisory committee shall recommend to the school board rigorous academic standards, student achievement goals and measures consistent with the following requirements;

- *clearly defined district and school site goals and benchmarks for instruction and student achievement for all student subgroups identified in section 120B.35, subdivision 3, paragraph (b), clause (2);*
- *a process to assess and evaluate each student's progress toward meeting state and local academic standards, assess and identify students to participate in gifted and talented programs and accelerate their instruction, and adopt early-admission procedures consistent with section 120B.15, and identifying the strengths and weaknesses of instruction in pursuit of student and school success and curriculum affecting students' progress and growth toward career and college readiness and leading to the world's best workforce;*
- *a system to periodically review and evaluate the effectiveness of all instruction and curriculum, taking into account strategies and best practices, student outcomes, school principal evaluations under section 123B.147, subdivision 3, students' access to effective teachers who are members of populations underrepresented among the licensed teachers in the district or school and who reflect the diversity of enrolled students under section 120B.35, subdivision 3, paragraph (b), clause (2), and teacher evaluations under section 122A.40, subdivision 8, or 122A.41, subdivision 5;*
- *strategies for improving instruction, curriculum, and student achievement, including the English and, where practicable, the native language development and the academic achievement of English learners;*
- *a process to examine the equitable distribution of teachers and strategies to ensure low-income and minority children are not taught at higher rates than other children by inexperienced, ineffective, or out-of-field teachers;*
- *education effectiveness practices that integrate high-quality instruction, rigorous curriculum, technology, and a collaborative professional culture that develops and supports teacher quality, performance, and effectiveness; and*
- *an annual budget for continuing to implement the district plan.*

Minneapolis Public Schools World's Best Workforce Advisory Committee Charter

Advisory Committee Membership and Structure

1. *Committee Membership*

1.1. The committee should be formed by up to 22 members, including 1 Board Director as and ex officio member.

1.2.1 Members shall reflect the diversity of the district and its school sites. The Chair of the Board and the Committee Board Liaison shall be responsible for ensuring the committee membership is representative of the community.

1.2.2. Members shall include representatives of:

1.2.2.1. Teachers

1.2.2.2. Parents

1.2.2.3. Support Staff

1.2.2.4. Students

1.2.2.5. Other community residents

1.2.3. Members (including the board liaison) shall consist of no less than seventy-five percent of parents, students and other community members.

1.2.4. Committee members shall be residents of the City of Minneapolis whenever possible.

2. *Co-chairs*

2.1. Selection of the Co-Chairs

2.1.1. Two co-chairs will be selected from within the World's Best Workforce Advisory Committee membership by a vote of the committee.

2.1.2. While selecting Co-Chairs, the committee will seek balance and representation of the committee membership (e.g. geography, gender, ethnicity, student, staff, parent majority of members)—see section 1.

2.1.3 Co-Chairs will be elected to serve a two-year staggered term. If a chair resigns or is removed after serving one year the newly elected chair will complete their term.

2.2. Role of the Co-Chairs

2.2.1. Preside over meetings, agenda development, and review of minutes to ensure they reflect the direction the committee is charged with.

2.2.2. Ensure each participant has access to and has the opportunity to be heard in each meeting.

2.2.3. Ensure the committee follows a consensus process.

2.2.4. Serve as a point of contact when needed for the Board of Education, committee staff, and the committee as needed.

3. *The Role of all Committee Members*

3.1. Regular attendance and participation are important. If a member misses two consecutive meetings, the member needs to communicate with staff if they are able

to continue. Attending by conference call is acceptable and will be available at all regular meetings.

3.2 Committee member attendance will be provided to the Board of Education at least annually, and as requested.

3.3. Members will inform staff and co-chairs as soon as possible when they are aware they will be unable to attend a meeting by email.

3.4. Members agree to disclose potential conflicts of interest with relevant agenda items at the beginning of each meeting.

3.5. Members' conduct and feedback must be respectful, constructive and cooperative.

3.6. Advisory Committee members represent their respective communities/constituents, seek to understand the positions and priorities of others and strive to make decisions as a group.

3.7. Adherence to Governing Documents and Procedures

3.7.1. Advisory Committee members agree to follow and uphold the spirit, intent and direction of the governing documents, including:

3.7.1.1 The Advisory Committee Charter;

3.7.1.2 The Minnesota Statutes § 120B.11 Subd. 3

3.8. Ethical Standard Use of Position

3.8.1. Advisory Committee members may not use or attempt to use their position to secure benefits, privileges, exemptions, or advantages for themselves, their family or an organization with which they are associated that are different from those available to the general public.

3.8.2. Members found to have engaged in illegal discrimination, sexual harassment or other harassment may be subject to removal.

3.9. Conflicts of Interest

3.9.1. Committee members and staff have an affirmative duty to recognize and address potential conflicts of interests when they arise on a committee agenda. Members will announce this conflict along with their introduction.

3.9.2. "A" Type Conflict:

3.9.3. The appointee is currently an employee or accepts a job with an entity that receives Direct (direct District funding,) or indirect (sub-contracts on a District funding) District funds.

3.9.4. "B" Type Conflict:

3.9.5. The appointee is currently an employee or accepts a job with an organization that has a promotional or advocacy role related to District-funded activities.

4. Appointments and Vacancies

4.1. Each Board Director shall appoint up to two members to the committee.

4.1.1. Committee term length is at the discretion of the appointing Board Director

4.1.2. Committee members shall be removed when their appointing Board Director exits the Board, unless re-appointed by another Board Director

4.1.3. Board Directors elected from districts shall appoint committee members from their election district

4.1.4. Board Directors elected at-large may appoint committee members from anywhere within the city of Minneapolis.

4.2. The Superintendent of Schools shall appoint up to two members to the committee.

4.2.1. Committee term length is at the discretion of the Superintendent of Schools

4.3. The Student Representative to the Board may appoint themself to the committee for the term of their seat on the Board.

4.4. Vacancies for any reason shall be filled by the Board Director, Superintendent, or Student Representative who appointed the departing committee member.

5. *Decision Making*

5.1. Decisions will be made by consensus.

5.2. The committee will use super majority threshold of 2/3rds of committee members in attendance. Attendance is defined as someone in the meeting room or someone accessing the meeting remotely.

5.3. The committee making decisions outside of committee meetings will use super majority threshold of 2/3rds of committee members voting in the affirmative. Quorum is required.

6. *When Quorum Is Required*

6.1. When a formal decision is being made by the committee there must be a quorum, and the decision will be made using the consensus process.

6.2. A quorum is at least 50 percent of current membership plus one of member.

7. *Meetings*

7.1. Meetings may be held every month during the school year, but no fewer than four meetings a year.

7.2. Meetings schedule will be determined annually. Committee may change the schedule or add meetings as needed using the decision-making process.

7.3. Meeting locations and use of technology will be used to the maximum extent possible to enable participation by all members; conference call will be available during every meeting.

7.4. Official meeting minutes will be taken and posted online.

7.5. Once annually the committee will review guiding documents, updating them as needed or appropriate.

7.6. This is an advisory committee, not a governing committee and therefore is not subject to Open Meeting Law. Meetings are to be made accessible to the public to increase equitable access and transparency.

8. Spokesperson

8.1. The co-chairs will work with staff and Board of Education Liaison to identify the best spokesperson on public inquiries.

8.2. Advisory Committee spokespersons will clearly identify their role on the committee when speaking with the public or media.

8.3. Committee members who are contacted by the media or public inquiries will refer such inquiry to staff and Board of Education Liaison.

9. Internal Communication

9.1. Support staff will ensure that all committee members receive meeting materials and other pertinent information.

9.2. All committee products, benchmarks, reports, agenda and minutes will be available online and by request.

9.3. Committee members will communicate with chairs about topics to consider for future agendas.

9.4 Using electronic communication between committee members to share ideas, draft letters and make decisions is allowed.

10. Reporting

10.1. An annual (November) letter to the Board of Education will be completed by the Committee as charged to the Board of Education.

10.2. Additional reports or documents will be produced as needed.

10.3 Any communication from the committee, initiated during a committee meeting, but drafted outside of a committee meeting, intended for the Board, Superintendent or other outside entity shall not be sent for 72 hours from the time first emailed to committee for review. The committee shall use the decision-making process to approve final communication.

11. Record Keeping.

11.1. Members should have materials no later than one week prior to meetings. They should review necessary documents, arrive on time and actively participate in meetings.

11.2. Staff will record meeting minutes that will include all action items, key meeting discussions, formal and informal decisions and recommendations.

11.3. Meeting minutes will be reviewed by the chair and distributed to the committeewithin two weeks after the meeting to allow for action items to be accomplished.

11.4. Meeting minutes and agenda will be approved at each meeting.

Minneapolis Public Schools World's Best Workforce ~~2020~~ Advisory Committee - Charter

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Minneapolis Public Schools World's Best Workforce ~~2020~~ Advisory Committee - Charter

Purpose

Meet District goals of community partnership in the District's mission and to satisfy the requirements of Minnesota Statutes § 120B.11 Subd. 3: "School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World's Best Workforce."

The district's World's Best Workforce advisory committee shall recommend to the school board rigorous academic standards, student achievement goals and measures consistent with the following requirements;

- *clearly defined district and school site goals and benchmarks for instruction and student achievement for all student subgroups identified in section 120B.35, subdivision 3, paragraph (b), clause (2);*
- *a process to assess and evaluate each student's progress toward meeting state and local academic standards, assess and identify students to participate in gifted and talented programs and accelerate their instruction, and adopt early-admission procedures consistent with section 120B.15, and identifying the strengths and weaknesses of instruction in pursuit of student and school success and curriculum affecting students' progress and growth toward career and college readiness and leading to the world's best workforce;*
- *a system to periodically review and evaluate the effectiveness of all instruction and curriculum, taking into account strategies and best practices, student outcomes, school principal evaluations under section 123B.147, subdivision 3, students' access to effective teachers who are members of populations underrepresented among the licensed teachers in the district or school and who reflect the diversity of enrolled students under section 120B.35, subdivision 3, paragraph (b), clause (2), and teacher evaluations under section 122A.40, subdivision 8, or 122A.41, subdivision 5;*
- *strategies for improving instruction, curriculum, and student achievement, including the English and, where practicable, the native language development and the academic achievement of English learners;*
- *a process to examine the equitable distribution of teachers and strategies to ensure low-income and minority children are not taught at higher rates than other children by inexperienced, ineffective, or out-of-field teachers;*
- *education effectiveness practices that integrate high-quality instruction, rigorous curriculum, technology, and a collaborative professional culture that develops and supports teacher quality, performance, and effectiveness; and*
- *an annual budget for continuing to implement the district plan.*

Commented [RS1]: Aligned to statutory language

~~The Workforce 2020 Advisory Committee provides feedback and advice in the strategies and methods used to advance Acceleration 2020 as it relates to closing the achievement gap.~~

~~Committee is charged with providing advice around these district goals:~~

Minneapolis Public Schools World's Best Workforce ~~2020~~ Advisory Committee - Charter

- ~~5 percent annual increase in students overall meeting or exceeding state standards in reading and math;~~
- ~~8 percent annual increase in students meeting or exceeding standards in reading and math for MPS' lowest performing students;~~
- ~~10 percent annual increase in the four-year graduation rate;~~
- ~~Increase in post secondary participation for Minneapolis Public School Graduates;~~
- ~~School readiness plan;~~
- ~~Advanced Academics;~~
- ~~Equitable student access to effective, experienced, and diverse teachers;~~
- ~~Provide advice around the MPS Budget; and~~
- ~~Equity Diversity Impact Assessments.~~

Commented [RS2]: Removed to align with statutory language

Minneapolis Public Schools World's Best Workforce ~~2020~~ Advisory Committee - Charter

Advisory Committee Membership and Structure

1. *Committee Membership*

1.1. The committee should be formed by up to 22 members, including 1 Board Director as and ex officio member.
~~The committee should be formed by at least 15 members and no more than 21 plus 1 Board Director as and ex officio Liaison to the Board of Directors.~~

1.2.1 ~~The slate of proposed~~ Members shall reflect the diversity of the district and its school sites. The Chair of the Board and the Committee Board Liaison shall be responsible for ensuring the committee membership is representative of the community.

1.2.2. ~~The slate of proposed~~ Members shall include representatives of:
1.2.2.1. Teachers
1.2.2.2. Parents
1.2.2.3. Support Staff
1.2.2.4. Students
1.2.2.5. Other community residents

1.2.3. ~~The slate of proposed~~ Members (including the board liaison) shall consist of no less than seventy-five percent of parents, students and other community members.

1.2.4. Committee members shall be residents of the City of Minneapolis whenever possible.
~~Minneapolis City residents shall be preferred nominees in all categories.~~

2. *Co-chairs*

2.1. Selection of the Co-Chairs

2.1.1. Two co-chairs will be selected from within the World's Best Workforce ~~2020~~ Advisory Committee membership by a vote of the committee.

2.1.2. While selecting Co-Chairs, the committee ~~and convening agencies~~ will seek balance and representation of the committee membership (e.g. geography, gender, ethnicity, student, staff, parent majority of members—see section 1. ~~>see original charter).~~

2.1.3 Co-Chairs will be elected to serve a two-year staggered term. If a chair resigns or is removed after serving one year the newly elected chair will complete their term.

2.2. Role of the Co-Chairs

2.2.1. Preside over meetings, agenda development, and review of minutes to ensure they reflect the direction the committee is charged with.

2.2.2. Ensure each participant has access to and has the opportunity to be heard in each meeting.

2.2.3. Ensure the committee follows a consensus process.

Commented [RS3]: Aligned to new structure

Commented [RS4]: Added to assign clear responsibility.

Commented [RS5]: Aligned to new appointment language

Commented [RS6]: Aligns to statutory language

Commented [RS7]: Removed for clarity

Commented [RS8]: Edited for clarity

Commented [RS9]: Committee recommendation

2.2.4. Serve as a point of contact when needed for the Board of Education, committee staff, and the committee as needed.

~~2.2.5. Chairs will serve a one year term and may be elected for a second year.~~

Commented [RS10]: Removed as it contradicts with 2.1.3

3. *The Role of all Committee Members*

3.1. Regular attendance and participation are important. If a member misses two consecutive meetings, the member needs to communicate with staff if they are able to continue. Attending by conference call is acceptable and will be available at all regular meetings.

3.2 Committee member attendance will be provided to the Board of Education at least annually, and as requested.

Commented [RS11]: Added for clear expectations

3.3. Members will inform staff and co-chairs as soon as possible when they are aware they will be unable to attend a meeting by email.

3.4. Members agree to disclose potential conflicts of interest with relevant agenda items at the beginning of each meeting.

3.5. Members' conduct and feedback must be respectful, constructive and cooperative.

3.6. Advisory Committee members represent their respective communities/constituents, seek to understand the positions and priorities of others and strive to make decisions as a group.

~~3.7. Initial terms for the 2020 Advisory Committee will be for two years and may not be appointed to more than two consecutive terms.~~

Commented [RS12]: Removed to align with new appointment structure

3.7. Adherence to Governing Documents and Procedures

3.7.1. Advisory Committee members agree to follow and uphold the spirit, intent and direction of the governing documents, including:

3.7.1.1 The Advisory Committee Charter;

3.7.1.2 The Minnesota Statutes § 120B.11 Subd. 3

3.8. Ethical Standard Use of Position

3.8.1. Advisory Committee members may not use or attempt to use their position to secure benefits, privileges, exemptions, or advantages for themselves, their family or an organization with which they are associated that are different from those available to the general public.

3.8.2. Members found to have engaged in illegal discrimination, sexual harassment or other harassment may be subject to removal.

3.9. Conflicts of Interest

3.9.1. Committee members and staff have an affirmative duty to recognize and address potential conflicts of interests when they arise on a committee agenda. Members will announce this conflict along with their introduction.

3.9.2. "A" Type Conflict:

3.9.3. The appointee is currently an employee or accepts a job with an entity that receives Direct (direct District funding,) or indirect (sub-contracts on a District funding) District funds.

3.9.4. "B" Type Conflict:

3.9.5. The appointee is currently an employee or accepts a job with an organization that has a promotional or advocacy role related to District-funded activities.

4. Appointments and Vacancies~~, Resignations and Removal~~

Commented [RS13]: Removed for clarity

4.1. Each Board Director shall appoint up to two members to the committee.

4.1.1. Committee term length is at the discretion of the appointing Board Director

4.1.2. Committee members shall be removed when their appointing Board Director exits the Board, unless re-appointed by another Board Director

4.1.3. Board Directors elected from districts shall appoint committee members from their election district

4.1.4. Board Directors elected at-large may appoint committee members from anywhere within the city of Minneapolis.

4.2. The Superintendent of Schools shall appoint up to two members to the committee.

4.2.1. Committee term length is at the discretion of the Superintendent of Schools

4.3. The Student Representative to the Board may appoint themself to the committee for the term of their seat on the Board.

4.4. Vacancies for any reason shall be filled by the Board Director, Superintendent, or Student Representative who appointed the departing committee member.

Commented [RS14]: Added to address appointment and term length issues

~~4.1. Appointment of new committee members (either by new MPS Board Directors or to fill any remaining vacancies by other Directors or Superintendent) should be made by the end of the fiscal year (June 30th).~~

~~4.1.1. Board Chair and Superintendent will present final slate of nomination to the Board of Directors to be approved no later than the July Board meeting.~~

~~4.1.2. Newly appointed members will join committee meetings as soon as the committee convenes thereafter.~~

~~4.1.3. Membership automatically renews at the end of their first term unless appointing Board Member appoints a different individual or committee member steps down.~~

~~4.1.4 Student Representative on the Board shall appoint one student to serve on the committee for a one year term.~~

~~4.2. Newly elected MPS Board Directors, Board of Directors whose previous nominee(s)'s terms have ended, and Superintendent may nominate up to three individuals to serve on the committee:~~

~~4.2.1. Directors who represent districts should make nominations from their election district;~~

~~4.2.2. At large Directors and Superintendent may make nominations at large.~~

~~4.2.3. Board Chair and Superintendent will create a final slate of nomination to be presented to the MPS Board of Directors for approval and appointment.~~

~~4.3. Committee members resigning prior to their term's conclusion are to inform the co-chairs and committee staff in writing (email or letter).~~

~~4.4. All vacancies on the committee created by members who are unable to continue their term should be appointed by the Board Director who made the original appointment, with the goal of maintaining the balance of diversity outlined in the charter.~~

~~4.4.1. In the event that the Board Director who made the original appointment is no longer serving on the Board, the Board Director who has filled that seat will make the appointment.~~

~~4.4.2. In the event that the appropriate Board Director is unable to make the appointment, the Superintendent will make the appointment.~~

~~4.5. Committee members are subject to removal, by consensus of the committee, when they fail to attend meetings without communicating to staff or their appointing Board of Education member.~~

~~4.6. Vacancies left by a co-chairs unable to complete their term may be filled with a vote by a quorum of the committee members.~~

Commented [RS15]: Removed, replaced by new section 4

5. Decision Making

5.1. Decisions will be made by consensus.

5.2. The committee will use super majority threshold of 2/3rds of committee members in attendance. Attendance is defined as someone in the meeting room or someone accessing the meeting remotely.

5.3. The committee making decisions outside of committee meetings will use super majority threshold of 2/3rds of committee members voting in the affirmative. Quorum is required.

Commented [RS16]: Committee recommendation

6. When Quorum Is Required

6.1. When a formal decision is being made by the committee there must be a quorum, and the decision will be made using the consensus process.

6.2. A quorum is at least 50 percent of current membership plus one of member.

7. Meetings

7.1. Meetings may be held every month during the school year, but no fewer than four meetings a year.

7.2. Meetings schedule will be determined annually~~, starting in the first month of the school year.~~ Committee may change the schedule or add meetings as needed using the decision-making process.

Commented [RS17]: Changed to allow flexibility for committee to determine when schedule is set

7.3. Meeting locations and use of technology will be used to the maximum extent possible to enable participation by all members; conference call will be available during every meeting.

7.4. Official meeting minutes will be taken and posted online.

7.5. Once annually the committee will review guiding documents, updating them as needed or appropriate.

7.6. This is an advisory committee, not a governing committee and therefore is not subject to Open Meeting Law. Meetings are to be made accessible to the public to increase equitable access and transparency.

Commented [RS18]: Committee recommendation

8. Spokesperson

8.1. The co-chairs will work with staff and Board of Education Liaison to identify the best spokesperson on public inquiries.

8.2. Advisory Committee spokespersons will clearly identify their role on the committee when speaking with the public or media.

8.3. Committee members who are contacted by the media or public inquiries will refer such inquiry to staff and Board of Education Liaison.

9. Internal Communication

9.1. Support staff will ensure that all committee members receive meeting materials and other pertinent information.

9.2. All committee products, benchmarks, reports, agenda and minutes will be available online and by request.

9.3. Committee members will communicate with chairs about topics to consider for future agendas.

9.4 Using electronic communication between committee members to share ideas, draft letters and make decisions is allowed.

Commented [RS19]: Committee recommendation

10. Reporting

10.1. An annual (November) letter to the Board of Education will be completed by the ~~2020 Advisory~~ Committee as charged to the Board of Education.

Commented [RS20]: Removed for clarity

10.2. Additional reports or documents will be produced as needed.

10.3 Any communication from the committee, initiated during a committee meeting, but drafted outside of a committee meeting, intended for the Board, Superintendent or other outside entity shall not be sent for 72 hours from the time first emailed to committee for review. The committee shall use the decision-making process to approve final communication.

Commented [RS21]: Committee recommendation

11. Record Keeping.

11.1. Members should have materials no later than one week prior to meetings. They should review necessary documents, arrive on time and actively participate in meetings.

11.2. Staff will record meeting minutes that will include all action items, key meeting discussions, formal and informal decisions and recommendations.

11.3. Meeting minutes will be reviewed by the chair and distributed to the committeewithin two weeks after the meeting to allow for action items to be accomplished.

11.4. Meeting minutes and agenda will be approved at each meeting.

SPECIAL SCHOOL DISTRICT NO. 1
Board of Education

June 9, 2020

RESOLUTION REGARDING APPROVAL OF THE 2020-2022 NON-REPRESENTED EMPLOYEE COMPENSATION PLAN

WHEREAS, Board Policy No. 2405, Employee Compensation, relates to general principles and policies for employee compensation; and

WHEREAS, certain employees are not represented by collective bargaining and Policy No. 2405, II, B, gives the Superintendent the authority to propose changes to the non-represented compensation plan as needed for approval by the Board; and

WHEREAS, the policy sets a two (2) year limit on the duration of any plan, and it has been two (2) years since the effective date of the last update of the plan.

NOW, THEREFORE BE IT HEREBY RESOLVED, that the Board of Directors of Special School District No. 1 hereby approve the 2020-2022 Non-Represented Employee Compensation Plan.

Signed by:

_____ _____

Kim Ellison
Board of Education Chairperson

Date

_____ _____

Josh Pauly
Board of Education Clerk

Date

2020-0039

MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

Non-Represented Employee COMPENSATION & BENEFITS PLAN

JULY 1, 2020 – June 30, 2022

Introduction

This Compensation and Benefits Plan ("the Plan") establishes the compensation and benefits for employees of Special School District No. 1, Minneapolis Public Schools ("the District"), who are in positions in the District's Non-Represented Group that are not covered by a collective bargaining agreement ("employees"). This Plan provides coverage from July 1, 2020 through June 30, 2022, subject to approval by the Board of Education.

Important Note Regarding At-Will Employment: Participation in this Plan does not constitute a contract of employment and shall not affect the right of the District to discharge, transfer or change the position of an employee for any reason. The employment of any person participating in the Plan may be terminated at any time (subject to the 45-day notice provision set forth on page 13), and no promise or representation is made regarding continued employment because of participation in the Plan.

The Superintendent has the discretion to provide individual contracts to certain named job classifications within this non-represented employee plan

Compensation Philosophy

We recognize that student learning and academic achievement are at the center of all that we do and that high standards and high expectations of all employees is essential to achieving academic excellence for all students. Effective employees are essential for academic achievement and we commit to having and supporting the highest quality staff, which means our employees are recognized and rewarded appropriately for their contributions. In order to support the district's top priorities, employee compensation must be externally competitive and internally equitable within the boundaries of financial feasibility.

To ensure that our resources are used efficiently and effectively, we support a compensation system that is equitable, competitive and fiscally responsible:

<u>Equitable</u>

• Salaries for new employees should be established at levels that recognize the individual's skills and experience while considering the salary levels of current employees within the same job title.

• We will balance internal equity while recognizing the need for market competiveness.

• We must ensure internal equity by paying employees similarly for comparable work within the parameters of discipline, function, and individual effectiveness.

• MPS determines individual employees' compensation reflective of exceptional performance and outcomes as documented in performance reviews.

Competitive

• In order to support the district's strategic plan, Minneapolis Public Schools must maintain a compensation program aimed at attracting, retaining and rewarding a highly qualified and diverse workforce.

• We must strive to maintain a competitive position in the job market by setting salaries and benefits at levels competitive with other comparable positions, fields and companies in our various labor markets.

• Minneapolis Public Schools will occasionally exceed established total compensation in order to attract and maintain quality staff in areas of need.

• In order to continue attracting and retaining highly skilled and effective employees, we must provide opportunities for growth and career development.

Fiscally responsible

• The needs of our students require financial resources in addition to the support of our staff; therefore, the district must consider market variations, its fiscal status and the core beliefs of the Board of Education when determining employee compensation and our positions in labor negotiations.

• We strive to provide employees with a competitive total compensation package. That includes salary and benefits fiscally responsible for the school district and in compliance with all applicable rules and laws, incorporating market variations, relevant labor markets, pay and benefits.

The Minneapolis Public Schools will review the total compensation plan periodically to assess market competitiveness and effectiveness.

Adopted by MPS Board of Education July 12, 2016

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Compensation Plan

Salary Grades and Ranges

MPS has established a pay structure for Non-Represented classifications based upon pay grades with corresponding salary ranges. Pay grades represent the different levels of work being performed among Non-Represented classifications at MPS. Each pay grade has a corresponding salary range that is identified by a minimum, midpoint and maximum salary rate. Salary ranges may be adjusted periodically to maintain competitiveness with other employers in the relevant comparison groups and labor markets. MPS determines its comparison groups, or designated labor markets, based upon the market(s) in which it competes to attract and retain talent.

The Total Compensation Division will review labor market movement on a regular basis using published and professionally reliable sources to ensure continued competitiveness and adherence to the MPS Compensation Philosophy. Appropriate modification to the salary structure will be recommended based upon this analysis.

Job Classification

The Total Compensation Division maintains classification descriptions for all jobs at MPS. Job descriptions are used for recruitment and selection of staff, defining career growth opportunities, determining appropriate rates of pay, developing performance expectations or standards, and compliance with various laws and statutes.

There are three (3) reasons a Department Head may request a position audit:

a) Creation of a new position
b) Filing a vacant position
c) Re-evaluation of an existing position

A Department Head who determines that new positions will be created, or that existing positions require examination, will submit a properly completed Position Analysis Questionnaire (PAQ) form for the position and submit to Total Compensation Division for review and consultation. Department Head seeking to open new positions must await the result of the audit prior to beginning the search and selection process.

When a position is vacated, a Department Head may wish to have the position re-evaluated in light of any changes they may choose to execute in the duties and responsibilities of the position. If changes are made, the Department Head will follow the process described in the above section.

Fair Labor Standards Act (FLSA)

The Fair Labor Standards Act (FLSA) regulates minimum wage and overtime pay standards. It requires MPS to pay those jobs that are "exempt" from the FLSA on a salary basis and those employees do not receive overtime pay.

It is the policy of MPS to fully comply with the provisions of the FLSA. In keeping with this commitment, MPS will pay Non-Represented employees their full salary for any workweek in which they perform work, regardless of the number of hours worked, subject only to deductions that are permitted by law. Full and partial day deductions that are permitted by law include, for example, deductions for paid leave or intermittent leave under the Family Medical Leave Act.

The process around paid leave use and reporting is at the discretion of the department, given the following parameters:

- Paid leave is to be scheduled at a time agreed upon in advance by the responsible supervisor and the employee.
- The process must assure that the paid leave is reported by work weeks and whole and half day increments (e.g., 2 weeks, 1 week and 2.5 days, .5 days), as appropriate.
- The employee is instructed to report paid leave when possible in advance of when PTO leave is taken, or immediately following use, with the understanding that to delay reporting could negatively impact accrual of days.
- It is imperative that appropriate leave entry of paid leave use into the Employee Self Service (ESS) System be handled on a timely basis so as not to disadvantage employees with an inaccurate record of their balance. It is the employee's responsibility to ensure proper and timely reporting.
- Failure to record paid leave time usage will subject the employee to progressive discipline.

It is further the policy of MPS to promptly investigate and correct any payroll deductions or other payroll practices that do not comply with the FLSA. If a Non-Represented employee believes that an improper payroll practice – such as an improper deduction from their salary – has occurred, he/she may make a complaint to MPS's Human Resources Department. The Total Compensation Director will see that the matter is appropriately reviewed; the employee will be reimbursed for the amount of any inappropriate action taken.

Compensation Actions

The salary for each employee covered by this COMPENSATION AND BENEFITS PLAN will be established and adjusted at the discretion of the Superintendent in accordance with the District's Classification and Compensation process administered by the Total Compensation Division.

Annual adjustments to salary may be made at the discretion of the Superintendent as per this Plan or through a process administered as a part of the Classification and Compensation process.

Salary Increases

Annual salary increases ~~are~~ shall be performance-based and link employee compensation to performance. Therefore, employee pay is differentiated by performance. The aim of this strategy is to encourage higher levels of performance and productivity and ultimately organizational effectiveness.

Each year, the Superintendent and Chief Financial Officer (CFO) shall determine financial parameters, if any, relating to salary enhancements for Non-Represented employees. If pay enhancements are approved in any given year, they shall include one (1) or both of the following:

1) Increase to Base Salary – A percentage of the salary increase budget may be allotted for increases to employee base salaries. The amount of increase can be a flat dollar amount, a percentage of the midpoint of each pay range, or some other amount at the discretion of the Superintendent.

2) Performance Stipend – A portion of the salary increase budget may be used to create a pool that is distributed in accordance with employee performance. The award is determined as a percentage of the midpoint rate of the employee's pay grade and awarded as a lump-sum stipend.

Setting Hiring Rates for New Employees

In determining the starting rate of pay, consideration is given to:

a) The candidate's directly related job experience.
b) Competitive labor market rates for individuals with comparable knowledge, skills, and experience.
c) Recruitment and retention difficulty, to include the size of the qualified applicant pool and the duration of the recruitment process.
d) Comparisons with other employees performing similar work in the unit, department or across the District. (Normally, the salary of a new employee should be no higher than the salaries of current staff in comparable positions with similar levels of experience and skills).
e) Budget/funding availability.

The Hiring Official meets with their HR Consultant to review and assess the factors cited for the starting salary proposal. The Hiring Official will need to obtain pre-approval from their Department Head AND CFO/Superintendent for any starting salary request above the midpoint of the range for the classification based on factors 1.a-d above.

Promotions

A promotion is defined as the change on an employee's position to another position that has a higher salary range midpoint.

Any increase to base salary is effective on the beginning of the pay period following the promotion/upward reclassification.

The starting salary for an employee who is promoted shall be based on the same factors considered in hiring a new employee from outside the District. Typically, a promotional appointment from one exempt position to another will result in a minimum of a 5.00% increase in base salary placement. The amount of increase is at the discretion of the Superintendent.

The starting salary of an employee who is promoted will not be less than the minimum rate for the range assigned to the new position.

Demotions

A Demotion is defined as the movement of an employee from one position to another that has a lower salary range midpoint.

Upon demotion, an employee's base salary will be established based upon:

a) The employee's directly related job experience.
b) Comparison of proposed salary with salaries of other employee's performing similar work.
c) Reasons for the demotion (restructuring versus poor performance in higher position, etc.).

The employee's salary will not be placed higher than the salary range maximum rate for the classification to which the employee is being demoted and will typically result in a minimum of a five (5.00)% reduction in the employee's current base salary rate. Exceptions to this may be made at the discretion of the Superintendent or their designee.

Market Equity Adjustments

A market equity adjustment occurs when the Total Compensation Division determines that a job is either under- or over-compensated in relation to comparable jobs in the relevant competitive labor market.

A market equity adjustment is used to address salary inequities arising from external pressure in high demand fields or concerns related to the retention of key talent. These types of pay increases are not granted to reward individual performance.

The Total Compensation Division will conduct a market analysis and forward to the Superintendent and CFO by February of the calendar year. MPS may budget an annual pool to address market inequities based upon the report, areas of strategic importance, and available financial resources.

Every year after performance based increases have been awarded, the Total Compensation staff will recommend market equity increases based upon market analysis and available funding.

The Superintendent or their designee will review the analyses and approve increases at their discretion to address market inequities.

Total Compensation staff and the appropriate Human Resources Consultant will meet with Department Head to inform them of increases in their area of jurisdiction. Letters will be delivered to affected employees informing them of the increase.

The CFO will receive a summary of those increases for budget adjustment purposes.

All increases to base pay will be made effective on the pay period following the award of annual base salary increases.

Internal Equity Adjustments

An internal equity adjustment may be granted under unusual circumstances and is typically based on a serious salary inequity.

A salary inequity exists when an employee's salary is significantly below that of employees in the same classification in that unit/department who possess similar levels of performance, skills, knowledge, and job assignments.

Examples of situations which may indicate a salary inequity with other employees in the same classification include:

a) The salary of a long-term employee is low relative to a new hire whose salary is highly market-driven.
b) There is significant salary compression between a supervisor and their direct reports.
c) Market factors influencing recruitment and retention.

The HR Consultant will review and assess the factors cited for the salary issue. The HR Consultant will obtain relevant data from the Total Compensation Division to examine the appropriateness of the request. If a Department Head feels there is an internal inequity in their department, they should contact the Total Compensation Director for a review.

The Total Compensation Director or designee will confer with the Department Head and recommend remediation steps towards addressing the discrepancy.

The Department Head will consult with Finance to ensure availability of funds.

The Department Head will obtain approval from the Superintendent or their designee.

Acting Pay

Employees assigned to a vacant Non-Represented position on an interim basis will be paid, in addition to their base salary, a five (5.00)% salary enhancement paid through bi-weekly paychecks. The exact amount shall be at the discretion of the Superintendent. An acting assignment must be reviewed after six (6) months by the Superintendent or their designee to determine whether the assignment will continue. Unless notified otherwise, acting pay is terminated the day before the start date that the position is filled.

Notice of Termination

Either the employee or the District may terminate employment for any reason upon forty-five (45) days of written notice to the other party.

Performance Assessment & Management

The Minneapolis School District values excellence in its services to the public. It is committed to creating and maintaining an environment that emphasizes the importance of relating work performance to its mission.

Performance assessment is a vital component of the supervisor-employee relationship. It is an ongoing process of performance planning, management and improvement and represents the culmination of the past year's discussions between the employee and their supervisor in regard to the employee's performance.

Performance management is a continuous process that begins immediately following the initial hiring process and continues through their employment with MPS. It is through performance management that the employee and their supervisor gain a shared understanding of job expectations.

The foundation of an effective performance assessment and management process is frequent and timely communication. It is expected that supervisors will inform their employees of job requirements and expectations and the manner in which the employees' performance will be evaluated. Employees are entitled to a thoughtful and timely performance assessment. Its success depends upon the willingness of supervisors to complete a constructive and objective assessment and upon the willingness of employees to respond favorably to constructive feedback and, when needed, to improve their performance.

Performance Process

1. Employees are evaluated in writing a minimum of once annually, with the assessment occurring during June of the performance year in question.

2. The performance assessment is based upon a fiscal year (July to June).

3. Approximately two (2) weeks prior to the performance assessment meeting with the supervisor, the employee will complete a self-assessment form.

4. The supervisor will meet with the employee to discuss the past year's performance based upon the goals and objectives established at the beginning of the year. The supervisor will have a completed an electronic copy of the performance assessment form, the employee's self-assessment and a copy of the employee's current job description.

5. The supervisor will make any changes necessary to the performance assessment form based upon the feedback received in the assessment meeting. The employee's comments (if any) will be incorporated into the appropriate section of the form.

6. The supervisor will meet with the Department Head to discuss the assessment of the employee's performance and make any changes as necessary.

7. The supervisor will meet with the employee to discuss the changes (if any) to the finalized performance assessment, the final rating determination, the goals and objectives for the next assessment period and acquire the employee's acknowledgement on the appropriate form. The employee will be provided an electronic copy of the finalized performance assessment form.

8. The supervisor will submit any recommended changes to the job description, if any, to the Total Compensation Division for review.

   Disagreements occasionally arise over the written performance assessment. In the event that an employee disagrees with any part of the written assessment, he/she may attach a supplemental explanatory response. The response will become a part of the official record. If the employee believes that the performance assessment is not factually accurate, he/she may request a review by the Superintendent or their designee.

Performance Based Pay Increases

Pay for Performance

Increases to salary shall be governed by in accordance with the Compensation Actions section of this compensation plan, and any increases to salary shall be based upon performance. For purposes of salary determination, performance information on each employee will be reviewed. Directors/Managers will evaluate how well the employee is meeting performance expectations established for the employee and the position in accordance with the Performance Assessment & Management section of this compensation plan.

In this Non-Represented Plan, all pay increases are based the employee's documented level of performance. The compensation philosophy is that in general a higher performance rating would result in a higher pay increase within the salary range. Non-Represented employees should not expect general cost-of-living or across-the-board pay adjustments.

The table below illustrates a *hypothetical* merit award matrix based upon a 2% performance budget:

Performance Category	Base Salary as % of Range Midpoint Rate (Compa-Ratio)*		
	<0.85%	0.85% - 1.15%	>1.15%
Exceeds Expectations	2%	1.5% - 3.5%	1% - 3%
Meets Expectations	1% - 3%	.5% - 2.5%	0% - 2%
Partially Meets Expectations	0% - 1%	0% - .5%	0% - 0%
Did Not Meet Expectations	0% - 0%	0% - 0%	0% - 0%

**Compa-Ratio = Employee salary divided by salary range midpoint rate.*

Note that the percentages in this case are hypothetical. The important point is that the percentages would be based on the level of performance of the employee as documented by the Department Director in the Performance Assessment tool and on the employee's position in the pay range. High performance should be rewarded more than lower performance and people should move through the range faster in the beginning and slower after the midpoint.

The allocation of funds made available for pay enhancements is determined by the Superintendent and CFO, and will be communicated to all Department Directors. If pay enhancements are approved and funded, each Department shall receive an appropriate allocation for pay enhancements consistent with these guidelines.

A pay enhancement will not be awarded to an employee for whom the Human Resources Department has not received a performance assessment form from the supervisor of that employee. Neither shall the supervisor of that employee receive a pay enhancement until all their reviews are completed.

Employees hired after March 1st are not eligible for a pay enhancement during the fiscal year in which they were hired. Pay enhancements will be awarded based on the overall merit pool assigned to that department.

Department Directors shall submit pay enhancement recommendations to their respective direct report for review and approval. The Superintendent and CFO shall forward their approved increase spreadsheets to the Executive Director of Human Resources Operations no later than July 31st. Employees will be notified of the approved pay enhancement prior to September 1st.

Benefits Plan

MPS Non-Represented employees will receive the following benefits:

- Health, Dental and Vision insurance.
- Long Term Disability insurance
- Dependent care expense accounts
- Tax-Deferred Savings Plans
- Vacation Leave
- Sick Leave
- Holidays
- Life Insurance
- Flexible Spending Accounts
- Healthcare Savings Accounts
- Mileage Allowance
- Miscellaneous Leave
- Professional Memberships
- Retiree Insurance

The following benefits are provided as established by this plan:

Health, Dental and Vision Insurance

Health Insurance

The District shall contribute toward a portion of the premium for health insurance for the 2020-2022 Plans under the terms of the policies of insurance carried by the District for employees. The employee must enroll to receive health plan coverage. Employees may enroll in either employee only, employee+1 or family coverage.

Dental Insurance

The District shall contribute toward a portion of the premium for dental insurance for the 2020-2022 Plans under the terms of the policies of insurance carried by the District for employees. The employee must enroll to receive dental plan coverage. Employees may enroll in employee only, employee+1, or family coverage.

Vision Insurance

The Employee shall pay all premiums for vision insurance for the 2020-2022 Plans under the terms of the policies of insurance carried by the District for employees. The employee must enroll to receive vision plan coverage. Employees may enroll in either employee only or family coverage.

Short-Term Disability Insurance

The Short-term Disability (STD) policy is provided by MPS at no cost to Non-Represented employees. To be considered for STD benefits, Non-Represented employees who are absent from work after seven (7) consecutive calendar days to sixty (60) consecutive calendar days due to illness or injury must submit a medical provider's statement to MPS's Leave Coordinator in the Total Compensation Division that includes the following information:

- Confirmation that the employee is under the care of a medical provider.
- Diagnosis and nature of care being provided.
- Date of onset of illness or injury.
- Dates that the employee was seen for the current condition.
- Whether or not the employee is totally disabled and incapable of working.
- Expected date of return to work, if known.

Periodic updates from the medical provider may be required.

The decision as to whether STD benefits will be granted is within the sole discretion of MPS. To begin receiving STD benefits, the Non-Represented employee must be considered totally disabled. If the request for STD benefits is denied, Non-Represented employees may request to be paid by using accrued sick leave. Non-Represented employees may also request an unpaid leave of absence.

STD provides an employee with the following payment schedule for a maximum of sixty (60) days:

1 – 30 days = 100% of base salary
31 – 90 days = 80% of base salary

STD benefits will not be paid if the illness or injury is sustained as a result of employment outside of MPS.

Non-Represented employees approved to receive STD benefits do not accrue Vacation or Sick leave and do not receive salary increases until they return to work.

Refer to the STD Summary Plan Document for more information.

Long Term Disability Insurance

MPS will provide long-term disability insurance coverage for Non-Represented employees. Such insurance coverage shall provide payment of two-thirds of base salary at the time the disability began after a ninety (90) day waiting period (consecutive calendar days) and upon meeting such other qualifications as may be required by the insurance carrier.

Employees agree to submit to such periodic physical and mental examination as may be required from time to time by the Total Compensation Division to substantiate receipt of benefits under the policy. Failure to submit to such examinations when requested may result in the termination of such disability payments.

Life Insurance

MPS shall provide employees with basic group life insurance coverage in the amount of one hundred fifty thousand and no/100 dollars ($150,000.00).

In addition, optional life insurance in an amount up to an additional one hundred thousand and no/100 dollars ($100,000) may be purchased at the employees' own expense, in increments of ten thousand and no/100 dollars ($10,000) and under such conditions specified by the carrier by paying the premium as calculated by the carrier for such additional coverage provided the carrier agrees to underwrite added coverage.

NOTE: Internal Revenue Service (IRS) regulations an employee to pay a tax on the value of the Employee Term Life Insurance in excess of $50,000. This value is a calculation determined by IRS regulations and is automatically added to your paycheck so that you can be taxed appropriately. This is referred to by the IRS as "Imputed Income." You can obtain the taxable rates from the IRS at www.irs.gov or from your tax advisor.

Tax Deferred Savings Plans

Description

The District will make an employer matching payment to the tax-deferred savings plans. The District Payment will be made to the State of Minnesota Deferred Compensation Plan (457), the Special School District No. 1 403(b) Plan, and/or other approved District sponsored tax-deferred savings plan (NOTE: Amounts contributed by MPS will be subject to IRS regulations in accordance with existing withholding elections). Note: Under existing law, all employer and employee amounts paid to the State of Minnesota Deferred Compensation Plan (457) are subject to FICA or social security taxes. All employee contributions to the 403(b) plan are subject to FICA, but employer contributions to the 403(b) plan are not subject to FICA.

Employees should ensure that tax-deferred payments do not exceed IRS limits. If limits are exceeded within employment at MPS, the District will stop deductions to these accounts.

Employees may enroll, change or cease their contributions at any time.

Limits on Employer Contributions

- 403(b) employer contributions are in addition to employee limits
- 457 employer contributions are included in employee limits

District Annual Match Payment

The District will match an amount of the employees' contributions up to three (3) thousand and no/100 dollars ($3,000.00). *[Note that employees who in 2013-14 had 15+ years of experience in MPS and were receiving the match of up to five thousand dollars will be allowed to keep that contribution level under this plan.]*

The District's matching contribution will be made on a pay period basis determined by the District. The District shall match only deductions that the employees defer during the match period.

NOTE: An employee cannot increase their contribution rate after notice of termination.

Restrictions on Annual Match Payments

1. Only deductions that employees defer during the match period shall be matched by the District.
2. Employees must have enrolled, elected to defer, and in fact deferred a qualifying amount during the calendar year to qualify for the match.
3. Employees who terminate employment with the District for any reason, whether voluntary or involuntarily, prior to the time of the match payment, will not be eligible for any further payment to the tax-deferred savings plans under this Article.

FSA, HSA and Dependent Care Expense Accounts

Dependent Care Expense Account

An employee may designate an amount per year from earnings on which there will be no federal income tax withholding for dependent care assistance (as defined in Section 129 of the Internal Revenue Code as amended from time to time.)

Flexible Spending Account (FSA) and Health Savings Account (HSA) Accounts

An employee may designate an amount per year to be placed into the employee's accounts (as defined in Section 125 of the Internal Revenue Code as amended from time to time). The amounts in the account may be used to reimburse the employee for uncovered medical expenses. Amounts placed in the account are not subject to federal, state and Social Security (FICA) taxes.

Vacation Leave

Eligibility

Employees must be in a 52 week status to qualify for the full vacation benefit. Employees in a less than 52 week appointment will have their benefits pro-rated.

Approval and Use of Time

An employee's supervisor must pre-approve vacation requests. Approval is contingent upon the needs of the department/school and the District.

Vacation may be used in whole or half days. Vacation may never be used in less than half day (four hour) increments.

Tracking of Time

Each employee is responsible for accurately tracking and recording their usage of Vacation leave through Employee Self Service (ESS). Tracking must occur within one (1) pay period of the occurrence/usage of the leave.

Accrual of Time

Employees will accrue up to Twenty-six (26) days of vacation leave per year. Employees will earn one day (8 hours) of vacation each of the 26 pay-periods. Example: if the employee is paid for 80 hours that pay-period, they would also earn one day or 8 hours of vacation time. The maximum accumulated amount at any one time is 35 days (280 hours for Full-Time 52 week positions). Hours earned above the maximum cap will be forfeited until vacation time is used and then new accruals will begin until the cap is reached

Sell-back of Vacation Leave

The opportunity to sell back vacation time shall be at the discretion of the Superintendent. To be eligible to sell-back Vacation leave to the District, a Non-Represented employee must have used a minimum of fifteen (15) Vacation leave days during the preceding fiscal year. This requirement may be waived at the discretion of the Superintendent.

By June 1st of the fiscal year, or some other date determined by the Superintendent, a Non-Represented employee may request that up to forty (40) hours of Vacation leave be sold back to the District from the employee's Vacation leave accrual. This request must be made in writing to the Benefits Office and will be deducted from the employee's available balance in a subsequent pay period.

Payoff of Vacation Leave at Termination of Employment

At separation of employment, the District will pay unused accrued vacation leave that is in the employee's vacation bank.

Sick Leave

Employees shall be allowed sick leave whenever their absence from work is due to personal illness or illness of or injury to a Family Member that prevents them from attending work and the performance of their normal duties on such days, subject to the following provisions:

a. Employees shall earn and accumulate sick leave at the rate of twelve (12) days per year.
b. If employees begin employment on a date other than July 1, the amount of sick leave allotted will be prorated from the beginning date of employment through the following June 30.
c. Employees, if requested by their supervisor, shall furnish such certificates or evidence of facts as may be necessary for verification of sick leave.
d. Sick leave does not accrue during the period when employees are on an approved leave of absence, provided that when employees are receiving Workers' Compensation or long-term disability payments, they additionally may use one-third of each day of unused sick leave per day.
e. Family Member means employees' mother, father, sister, brother, spouse, significant other, child, aunt, uncle, niece, nephew, grandparent, grandchild, mother-in-law, father-in-law, son-in-law/daughter-in-law, sister-in-law/brother-in-law and significant other or spouse's immediate family.

Sick Leave: Retirement Eligible (for employees employed prior to 7/1/2010)

The District shall pay employees the equivalent of fifty percent (50%) of unused, accrued sick leave for employees who have been employed in the District at least ten (10) years, or fifty-five percent (55%) for employees who have been employed in the District fifteen (15) or more years. The amount shall be based on the daily rate of pay as of June 30, 2010 and shall not exceed the number of unused, accrued hours as of that date.

Employees who are retirement-eligible and have at least ten (10) years of service with the District, will have fifty (50%) of their severance value as calculated above deposited in the Minnesota State Retirement System (MSRS) Post-Retirement Health Care Savings Plan ("HCSP"). The deposit must follow the guidelines of the Plan and IRS regulations.

Once the above provision has been satisfied for retirement-eligible employees with at least ten years of service, these employees may exercise additional options listed in (b) below for the remaining calculated severance value not placed in HCSP.

Sick Leave: Non-Retirement Eligible (for employees employed prior to 7/1/2010)

The District shall pay employees the equivalent of fifty percent (50%) of unused accrued sick leave for employees who have been employed in the District at least ten (10) years, or fifty-five percent (55%) for employees who have been employed in the District fifteen (15) or more years. The amount shall be based on the daily rate of pay as of June 30, 2010 and shall not exceed the number of unused, accrued hours as of that date.

Employees may elect to have all or part of the severance payment placed into their account with the State of Minnesota Deferred Compensation Plan or the District sponsored Tax Sheltered Annuity (TSA) Plan consistent with the requirements of the plan. The balance, if any, will be paid directly to employees. Employees, not the District, are solely responsible for determining the maximum allowable annual contribution amount to deferred compensation/TSA.

To the extent permitted by Federal law and Treasury regulations or other similar guidance, accrued bona fide sick leave will be paid within two and one-half (2½) months of Participant's severance from employment so long as the employee would have been able to use the leave if employment had continued. Any balance remaining after application of the above calculations shall be paid out as a lump sum payment.

Holidays

MPS Non-Represented employees receive the following eleven (11) paid holidays per calendar year:

- January 1 (New Year's Day)
- Third Monday in January (Martin Luther King Day)
- Third Monday in February (Presidents' Day)
- Last Monday in May (Memorial Day)
- July 4 (Independence Day)
- First Monday In September (Labor Day)
- Fourth Thursday in November (Thanksgiving Day)
- Friday after Thanksgiving Day (Family Day)
- December 24 (Christmas Eve Day)
- December 25 (Christmas Day)
- December 31 (New Year's Eve Day)

Miscellaneous Leaves

Child Care

1) Purpose and Procedure - A leave of absence shall be granted for the purpose of providing full-time care for employees' newborn or newly adopted child or children. Arrangements for such leaves shall be made at least 30 days prior to the starting date of the leave. Arrangements for leaves granted for purposes of adoption shall be made upon official notification of the pending adoption. A planned date of return to duty shall also be arranged at the same time. Changes in the dates planned for commencement or termination of childcare leave shall be requested as soon as practicable.

2) Effective Dates of Leave - The dates of commencement and termination of childcare leave shall be at the discretion of employees in consultation with their physician, if appropriate.

3) Interruption of Leave - In the event of termination of pregnancy, cancellation of adoption or other interruption of approved Childcare Leave, upon five (5) days of notice of intent to return to duty, employees may return to the same or equivalent duty performed prior to the commencement of leave.

4) Use of Paid Time Off and Return to Duty - Employees may use paid time off when a physician's statement is provided.

Adoption

In the case of adoption, employees may use sick leave prior to and after the arrival of an adopted child. Use of sick leave for this purpose shall not exceed twenty-two (22) days prior to the arrival of an adopted child and need not be used consecutively. In addition, employees may use sick leave included in the twenty-two (22) days following the arrival of the adoptive child.

Family Medical Leave

The Family Medical Leave Act (FMLA) of 1993 provides additional rights while on leave of absence. Employees may take up to twelve (12) weeks of unpaid leave (per 12 month rolling year) in the case of serious illness for care of a spouse/child/parent, care for oneself, or due to the birth/adoption of a child or foster child. Health insurance costs would be the same as if employees were actively working for that twelve (12) week period as defined in the insurance benefits.

Death or Critical Illness of Family Member or Friend

Employees may be granted one or more leaves of absence not to exceed a combined total of fifteen (15) days over the term of the Plan in the event of the death or critical illness of a Family Member or friend. Family Member means employees' mother, father, sister, brother, spouse, significant other, child, aunt, uncle, niece, nephew, grandparent, grandchild, mother-in-law, father-in-law, son-in-law/daughter-in-law, sister-in-law/brother-in-law and significant other or spouse's immediate family. A Critical Illness means an illness where death is impending but recovery is possible.

The District reserves the right to require proof of critical illness or death. Leaves related to Family Members shall be with pay and shall not be deducted from employees' sick leave. Leaves related to friends shall be deducted from employees' sick leave.

Jury Duty

Employees who are required to serve as a juror shall be granted leave with pay while serving on jury duty contingent upon paying to the Board any fees received minus travel allowance.

Leave Without Pay

A Non-Represented employee may request in writing a leave of absence without pay. All such leave requests must be pre-approved by the Department Head.

Mileage Allowance

Each classification listed below will be paid a monthly stipend of $250.00 to cover daily mileage and other auto/travel expenses, including parking fees:

- Chief Academic Officer
- Associate Superintendents

Classifications may be added to the eligible list at the discretion and direction of the Superintendent or designee.

All other Non-Represented classifications will be eligible to be reimbursed for mileage at the current IRS established rate and transportation related expenses by completing a mileage and expense reimbursement form and submitting to their supervisor for approval and payment.

Professional Memberships

The District agrees to reimburse employees for fees associated with professional memberships up to $1,000.00 per year. Such memberships must be directly related to the duties and responsibilities of the requesting employee.

Retiree Benefits

Life Insurance

Employees who retire will be able to continue their current life insurance policy at their own expense at the same rate as is paid by the District for active employees.

Health Plan (for employees employed prior to 7/1/2010)

The Board of Education, effective July 1, 1994, shall contribute the same amount toward medical insurance premiums for employees who retire as it contributes toward such coverage for employees on active duty, provided the retired employee is at least fifty-five (55) years of age and has completed at least ten (10) years of service to this District, and is not able to participate in a program of medical insurance provided by another employer. Such contributions shall terminate at the earliest occurrence of (a) eighteen months after the end of the month in which the employee retires, (b) at the end of the month in which the retired employee attains age sixty-five (65), or (c) when the retired employee becomes eligible to participate in a program of medical insurance provided by another employer.

Dental Insurance (for employees employed prior to 7/1/2010)

Those employees who retire and who have served the district over ten (10) years and are currently enrolled in single and or family dental insurance, will be able to continue their coverage at active rates until the earliest occurrence of (a) eighteen months after the end of the month in which the employee retires, (b) at the end of the month in which the retired employee attains age sixty-five (65), or (c) when the retired employee becomes eligible to participate in a program of dental insurance provided by another employer.

Health Care Savings Account (for employees employed prior to 7/1/2010)

For active full-time employees in this Non-Rep Plan hired before 7/1/2010, the District will make an annual deposit of $2,500 into each employee's Health Care Savings Plan at Minnesota State Retirement System (MSRS). Payments under this section will be prorated for part-time or partial years worked.

For members of the former CLT Plan hired before 7/1/2010, the District will continue to make an annual deposit of $5,000 into each employee's Health Care Savings Plan at Minnesota State Retirement System (MSRS).

This plan is portable, and employees may access it at any time after separation of employment from the District.

Non-Represented Classification & Compensation Plan

Grade E22			
Chief of Academics and Leadership	$155,407	$194,259	$233,111
Chief of Staff			
Grade E21			
Deputy Chief of Academics and Leadership	$143,232	$179,040	$214,848
General Counsel			
Grade E20			
Associate Superintendent	$132,012	$165,015	$198,018
Chief Financial Officer			
Chief Human Resources Officer			
Chief Information Officer			
Chief Operations Officer			
Chief of Accountability, Innovation, and Research			
Grade E19			
Deputy General Counsel	$121,669	$152,086	$182,504
Executive Director, Finance			
Executive Director, Human Resources			
Executive Director, IT Services			
Executive Director, Marketing and Communications			
Grade E18			
District Lobbyist	$112,138	$140,172	$168,207
Executive Director, Capital Projects, Construction, & Maintenance			
Executive Director, Community Education			
Executive Director, Early Childhood Education			
Executive Director, Engagement and External Relations			
Executive Director, English Learners and Global Education			
Executive Director, Special Ed and Health			
Executive Director, Student Support Services			
Grade E17			
Director, Office of Ombudsperson	$103,353	$129,191	$155,030
Director, Total Compensation			
Internal Auditor			
Grade E16			
Administrator to the Board of Education	$95,256	$119,070	$142,884