

Agenda

- 1) Call to Order
- 2) Roll Call
- 3) Approval of Agenda
- 4) Recognitions
- 5) Public Comments
- 6) Reports and Recommendations from the Superintendent of Schools
 - a. 2020-21 Budget
 - b. Capital Plan
 - c. Comprehensive District Design Metrics
- 7) Action Items by the Board of Education
 - a. Approval of the Consent Agenda
 - b. 2019-20 Budget Amendment
- 8) Adjournment
- 9) Full List of Consent Agenda
 - a. Personnel List B
 - b. Contracts Requiring Board of Education Approval
 1. AchieveMpls
 2. Cadenza Music
 3. College Board
 4. Hewlett-Packard Financial Services
 5. Matrix Communications
 6. North Central Bus & Equipment Contract
 7. Project Lead the Way
 - c. Resolutions
 1. Resolution to Approve Equal Treatment in Transporting Students Funding to Non-Public Schools
 - d. Legal Fees, Costs and Settlements
 1. Parent, on behalf of minor, vs. Minneapolis Public Schools:
personal injury: \$180,000.00
 - e. Agreements
 1. MUID MOA Extension
 2. AchieveMpls MOA Renewal



**Minneapolis
Public Schools
2020-21 Budget
May 26, 2020**

FY 2020-21 Budget Proposal

May 26, 2020

Proposed Resolution

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	<u>\$96,960,244</u>	<u>\$93,350,209</u>
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
Board of Education Chairperson

Date

Josh Pauly
Board of Education Clerk

Date

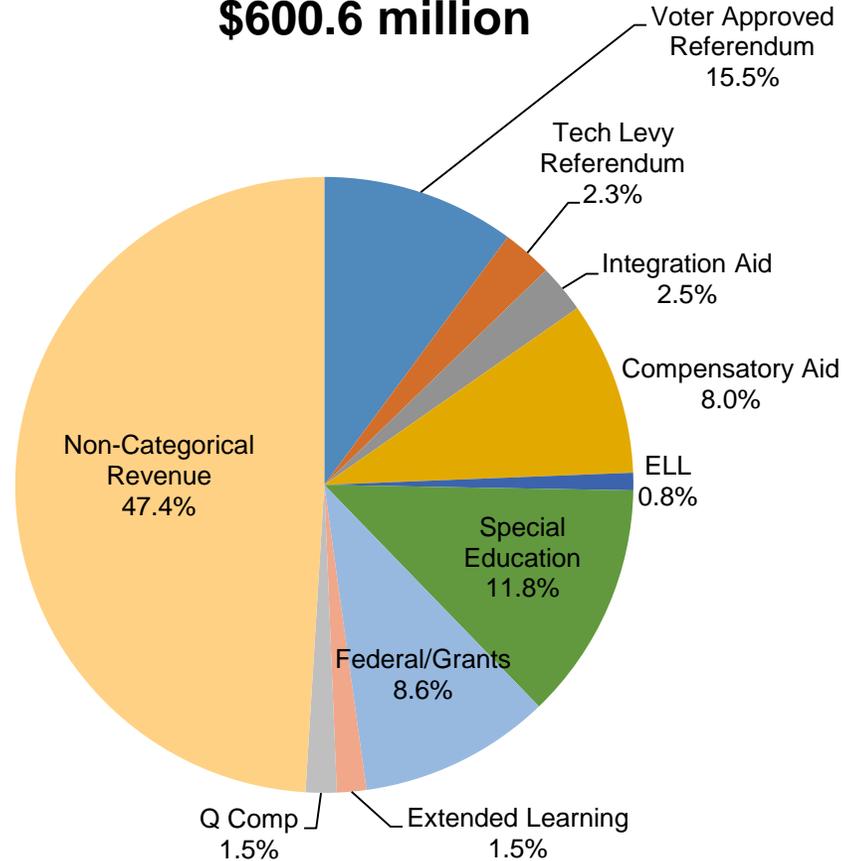


MINNEAPOLIS
PUBLIC SCHOOLS
Urban Education. Global Citizens.

FY 2020-21 Budget

2020-21 Projected General Fund Revenue

2020-21 Projected Revenue: \$600.6 million



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

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)

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.

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.

FY 2020-21 Budget Summary Department Allocations

	Total General Fund	Total Allocation ALL FUNDS
	2020-21	2020-21
Department		
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

FY 2020-21 Budget Summary Department Allocations

	Total General Fund	Total Allocation ALL FUNDS
	2020-21	2020-21
Department		
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 School	\$2,203,539	\$2,203,539
9-12 Extended Learning Summer School	\$697,547	\$697,547
9-12 Extended Learning After School	\$359,044	\$359,044

FY 2020-21 Budget Summary Department Allocations

	Total General Fund	Total Allocation ALL FUNDS
	2020-21	2020-21
Department		
Student Activities	\$180,000	\$300,000
Gear Up	\$1,941,600	\$1,941,600
Office of Black Male Student Achievement	\$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

	Total General Fund	Total Allocation ALL FUNDS
	2020-21	2020-21
Department		
Chief of Accountability Research & Evaluation	\$210,297	\$210,297
Accountability, Innovation & Research	\$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
Accountability & Evaluation	\$332,747	\$332,747
Funded Programs/Accountability & Evaluation	\$2,388,296	\$2,388,296
NCLB Admin/Accountability & Evaluation	\$1,754,120	\$1,754,120
Non Public Schools/Accountability & Evaluation	\$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

	Total General Fund	Total Allocation ALL FUNDS
	2020-21	2020-21
Department		
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

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%

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'

Minneapolis Public Schools Multi Year Capital Plan 2021 - 2025

May 26, 2020

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

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			

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

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

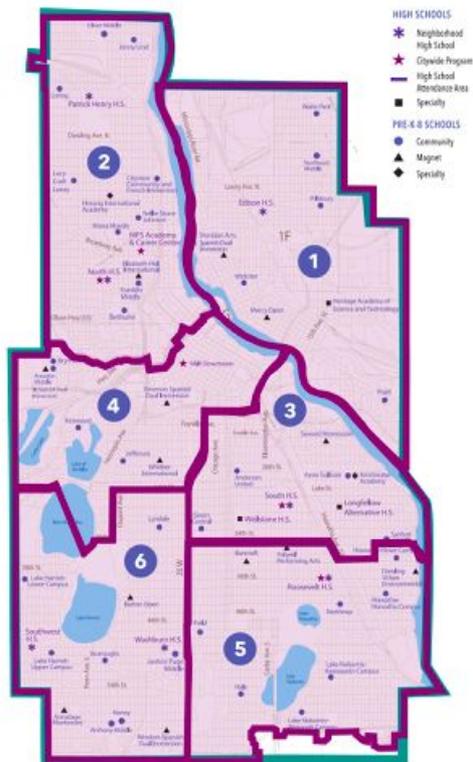
- Board action is needed to approve the capital plan.
- This includes an \$88,726,721 bond amount in Year 1
- Operations will be requesting Board approval to postpone the Kenwood entrance/lunchroom project and reallocate the \$6,146,440 to CDD projects.
- The plan will be re-evaluated each year for priorities 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

Appendix

10 Year Capital Spend

Board of Education district map

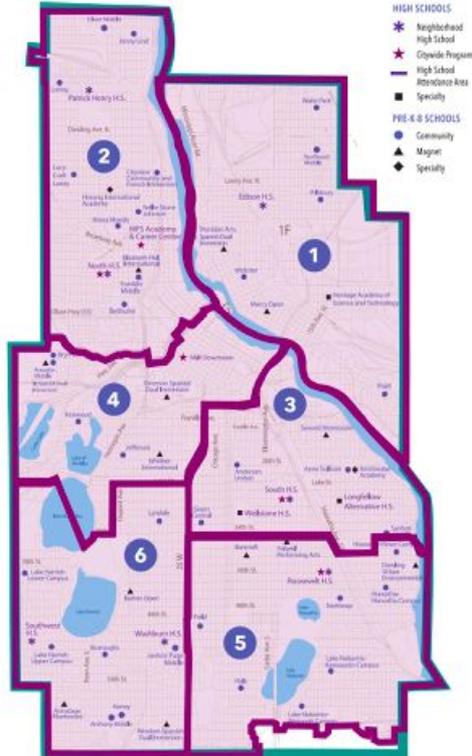


10-Year Spending

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

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
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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

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 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



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		

Fiscal Year (FY) Ending June 30

Expenditure Categories		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										
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
Board of Education Chairperson

Date

Josh Pauly
Board of Education Clerk

Date

CDD Implementation and KPI Reporting

May 26, 2020

CDD Vision:

The Comprehensive District Design is Minneapolis Public Schools' bold vision and plan for how our large, urban school district will deliver on its commitment to ensuring that all students—regardless of their background, zip code, and personal needs—receive a high-quality, well-rounded education that prepares them for future success.



CDD Values and Principles:

- Informed by data and research
- Grounded in student, parent, educator and community member input
- Analyzed proactively through an equity-focused lens
- Achievable and sustainable
- Focused on student and family needs
- Rigorous academic opportunities and achievement for all students
- Predictable alignment of resources
- Accessible to all parts of the city



CDD Board Reporting (2020-2024)

Reporting on KPIs and work plans in the following goal areas:

Academics

Equity

Sustainability

Academics

- A well-rounded, PreK-12 education for every student in every part of the city
- Every student graduates with the academic, social/emotional, and technical skills to be successful in college and/or career
- Equitable access to academically rigorous and culturally relevant programming

Academics

Goals	KPIs/Metrics	June-August Deliverables
<p>A well-rounded, PreK-12 education for every student in every part of the city</p>	<ul style="list-style-type: none">● Increase the % of schools offering a well-rounded education through licensed staff (100% by SY 23-24)● Increase the % of K-8 students participating in STEM programming by SY23-24 (100% of students participate annually by SY 23-24)● Increase the % of students participating in CTE programming	<ul style="list-style-type: none">● Consolidate and align course offerings to a district wide catalog● Revise Elementary Scheduling guide to include time for well-rounded education learning opportunities● Identifying schools without courses considered well rounded (arts, stem, music, world language, health and cte)● Ordering of STEM for All K-8 materials and providing district-wide professional development● Work Plan developed for Arts-instrumental music grade 5, CTE Centralized Center and World Language implementation

Academics

Goals	KPIs/Metrics	June-August Deliverables
<p>Every student graduates with the academic, social/emotional, and technical skills to be successful in college and/or career</p>	<p>Quarterly metrics:</p> <ul style="list-style-type: none"> ● Increase the percent of students on track ● Improved proficiency in literacy and mathematics as measured fall/winter/spring by FAST, K CoM, and iStation <p>Yearly metrics:</p> <ul style="list-style-type: none"> ● Increase the percent of all students graduating from high school in four years ● Increase avg ACT score ● Increase 3rd grade MCA reading proficiency for students of color ● Reduce achievement gap between students of color and white students on MCA math ● Reduce achievement gap between students of color and white students on MCA reading ● 100% of schools will provide direct instruction on Social Emotional Learning Skills by 2023-24 	<ul style="list-style-type: none"> ● Literacy: Read Well by Third Grade completed and submitted ● Math: K-2 Pilot Sites Identified ● Literacy, Math and College and Career Building Plan Guidance completed ● Middle Level: Draft Middle Level Framework Complete and Building Needs Assessments Complete ● District-wide professional development completed

Academics

Goals	KPIs/Metrics	June-August Deliverables
Equitable access to academically rigorous and culturally relevant programming	<p>Yearly Metrics:</p> <ul style="list-style-type: none">● Increase the percent of high school students participating in at least one advanced course with C or better● Increase % of K-8 students of color identified as Advanced Learners● Increase the percent of high school students participating in at least Ethnic Studies course with C or better● Increase the percent of students participating in after school programming● Increase the percent of students participating in after school athletics	<ul style="list-style-type: none">● Revised Draft of Advanced Academic funding model for K-12● Revised Draft of GT Identification and Service Plans● Revised draft of Ethnic Studies Proposal to Policy Committee● District-wide professional development on Literacy and math Foundations, MTSS Tier 2 and Culturally Sustaining Pedagogy and Curriculum Transformation



Equity

- Reduction in racially and economically isolated schools
- High quality community schools in every part of the city
- Improved access to magnet programs located closer to home
- Student placement policies and processes that better serve all families
- School climate improvements to support better student retention, family and staff experiences, and student learning
- Culturally relevant programming and customer service



Equity

Goals	KPIs/Metrics	June-August Deliverables
<p>Reduction in racially and economically isolated schools</p> <p>Improved access to magnet schools located closer to home</p>	<p>Yearly metrics:</p> <ul style="list-style-type: none">● Decrease the number of Racially Identifiable Sites by 50% from 22 in 2020 to 11 in 2023-24● Decrease the number of high poverty schools from 20 in 2020 to 10 in 2023-24● Reduce by 50% the number of students that attend racially identifiable schools by 2023-24● Increase the number of students from citywide special education programs who participate in magnet lottery process	<ul style="list-style-type: none">● Magnet playbook complete● Magnet recruiting plan complete● Complete Special Education:<ul style="list-style-type: none">○ Space Walkthroughs○ Student analysis○ Staff Analysis○ Final SPED Transition Planning

Equity

Goals	KPIs/Metrics	June-August Deliverables
<p>School climate improvements to support better student retention, family and staff experiences, and student learning.</p> <p>Culturally relevant programming and customer service.</p>	<p>Quarterly metrics:</p> <ul style="list-style-type: none"> ● Reduce disproportionality of suspensions <p>Yearly metrics:</p> <ul style="list-style-type: none"> ● Increase percent of students agreeing that they feel safe at school ● Increase percent of teachers that feel safe at school from baseline established in SY 2020-2021 ● Increase percent of parents who are satisfied with their child(ren)'s school from baseline established in SY 2020-2021 ● Increase percent of students that have a high level of sense connectedness ● Reduce disproportionality of suspensions quarterly for students of color- percent of students of color who have been suspended at least once 	<ul style="list-style-type: none"> ● Belief statements developed by Climate Framework task forces that describe and norm expectations district-wide related to each task force area ● Community Engagement-input on draft Belief Statements ● Belief Statements finalized based on feedback ● Belief Statements launch at Leadership Institute for School Improvement ● Schools provide site-based PD for all staff on Belief Statements

Equity

Goals	KPIs/Metrics	June-August Deliverables
<p>School climate improvements to support better student retention, family and staff experiences, and student learning.</p> <p>Culturally relevant programming and customer service.</p>	<p>Yearly metrics:</p> <ul style="list-style-type: none">● Increase percent of students that have a high level of global competence● Reduce numbers of families leaving Minneapolis public schools● Improve percent of schools with ratings of average or above on the climate index● 75% of teachers and staff trained in equity and restorative practices by SY 23-24● Increase percent of schools with high quality emergency response plans	<ul style="list-style-type: none">● Equity PD for Davis Center staff prior to district-wide teacher PD● Develop a 3 year professional development plan for equity and restorative practices to address belief gap and disparities in discipline● Emergency response plan training

Equity

Goals	KPIs/Metrics	June-August Deliverables
<p>Student Placement policies and processes that better serve all families</p>	<p>Yearly metrics:</p> <ul style="list-style-type: none"> ● Increase in percent of families of kindergarteners participating in the school request process prior to placement from 70% in SY18-19. ● Increase in proportional participation in the school request process in Kindergarten <ul style="list-style-type: none"> ○ Baseline from SY19-20: <ul style="list-style-type: none"> ■ Overall: 70% ■ Race/Ethnicity: American Indian 36%, African American 52%, Asian 78%, Hispanic 70%, and White 88% ■ ELL: 61% ■ SPED: 71% ● Meet magnet school integration and enrollment targets by SY 23-24 <ul style="list-style-type: none"> ○ Integration: 65% FRL, 35% non-FRL ○ Enrollment: 80% enrollment to capacity 	<ul style="list-style-type: none"> ● Provide community-based outreach and training on school placement process in order to increase proportional representation of submissions prior to the end of the priority placement window(s) ● Develop a special education citywide lottery process

Equity

Goals	KPIs/Metrics	June-August Deliverables
High quality community schools in every part of the city	<p>Yearly metrics:</p> <ul style="list-style-type: none">● Increase percentage of highly rated teachers at Racially Isolated Schools (3 or above on SOEI) 23-24● Increase percent of buildings retaining 85% or more high performing teachers (3 or above on SOEI)● Increase percent of new teacher hires who are teachers of color● Increase substitute teacher position fill rates● Increase percentage of schools where the percent of families of color participating in site council is equal or greater than the percent of students of color in the school, baseline metric to be set fall 2020 (+/-20)● Increase market share by 4% by the SY 23-24	<ul style="list-style-type: none">● Hire recruitment and retention staff in Human Resources● Schools create and post site-based engagement plans, including plans for quarterly community events● Site visit with Professional Educator Standards and Licensing Board (PELSB) as part of the process to become a licensing provider

Sustainability

- Alignment and prioritization of budgets to accomplish district design goals and values
- Correction of uneven enrollment patterns
- Academic pathways supported by financially sustainable transportation options



Sustainability

Goals	KPIs/Metrics	June-August Deliverables
Alignment and prioritization of budgets to accomplish district design goals and values	<ul style="list-style-type: none"> ● Reduce percent variance in district-wide, divisional, department and school-based budget-to-actual expenses ● Increase unrestricted fund balance 	<ul style="list-style-type: none"> ● Board approval of annual capital plan ● School Improvement Plans complete and posted on school websites
Academic pathways supported by financially sustainable transportation options	<ul style="list-style-type: none"> ● Meet targets for on-time transportation arrivals at schools (plus or minus 10 minutes) ● Transportation costs to not exceed projected \$48 million in SY 23-24 	<ul style="list-style-type: none"> ● Finalize transportation technology plan ● Bell time work initiated
Correction of uneven enrollment patterns	<ul style="list-style-type: none"> ● Reduce percent of schools under 60% enrollment to capacity ● Decrease the number of schools with over 25% students on IEPs 	<ul style="list-style-type: none"> ● Formation of MPS Enrollment Engagement Committee- advisory group focused on enrollment of underrepresented families

Request for Board Action

Item Title

Resolution to amend the district's 2019-20 general fund budget

Recommended Motion

I move the resolution to amend the district's 2019-20 general fund budget

Requesting Division

Finance

Item File Number

2020-0034

Meeting Date for Action

5/26/2020

Reason for Board Action

Required by Policy

Background

A budget amendment to the district's 2019-20 budget is being presented to the School Board for approval due to the following reasons:

- there is a decrease in the adjusted daily membership of the District which reduces anticipated revenue
- the Minnesota Department of Revenue computed the Anticipated Net Tax Capacity (ANTC) for the assessment year 2017 resulting in a one-time adjustment to the District's final aid payment
- the District has managed position vacancies due to fewer students and further reduced other expenses
- the District's General Fund Special Revenue had a large fund balance at year-end
- the District's Grants funds are not being spent as projected

Timeline/Next Steps

Effective immediately upon approval

SPECIAL SCHOOL DISTRICT NO. 1
Board of Education

May 26, 2020

RESOLUTION TO AMEND THE DISTRICT'S 2019-2020 GENERAL FUND BUDGET

WHEREAS, there is a decrease in the adjusted daily membership of the District which reduces anticipated revenue,

WHEREAS, the Minnesota Department of Revenue computed the Anticipated Net Tax Capacity (ANTC) for the assessment year 2017 resulting in a one-time adjustment to the District's final aid payment,

WHEREAS, the District has managed position vacancies due to fewer students and further reduced other expenses,

WHEREAS, the District's General Fund Special Revenue had a large fund balance at year-end,

WHEREAS, the District's Grants funds are not being spent as projected,

WHEREAS, the District's budget is as amended as follows:

REVENUE	ORIGINAL	AMENDED
General Operating Fund	\$553,268,176	\$547,923,574
General Fund Grants	\$ 57,061,608	\$ 52,500,617
General Fund Special Revenue	<u>\$ 20,000,000</u>	<u>\$ 9,000,000</u>
Total	\$630,329,784	\$609,424,191

EXPENSES	ORIGINAL	AMENDED
General Operating Fund	\$555,131,091	\$549,786,489
General Fund Grants	\$ 57,061,608	\$ 52,500,617
General Fund Special Revenue	<u>\$ 20,000,000</u>	<u>\$ 15,000,000</u>
Total	\$632,192,699	\$617,287,106

WHEREAS, the General Fund Special Revenue is using fund balance for the Expenditures that exceed the Revenue:

NOW, THEREFORE BE IT HEREBY RESOLVED, that the Board of Directors of Special School District No. 1 approves the above mentioned revenue and expenditure amended general fund budget for the fiscal year 2019-2020.

Signed by:

Kim Ellison
Board of Education Chairperson

Date

Josh Pauly
Board of Education Clerk

Date

Request for Board Action

Item Title

Approval of List B, 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

2020-05-ER-B

Meeting Date for Action

May 26, 2020

Reason for Board Action

Personnel

Background

List B includes all involuntary separation actions by the District since the previous Board meeting and will be posted on the agenda the day prior to the meeting.

As required by law, some actions on List B may be discussed in a closed session of the Board.

Timeline/Next Steps

Upon Board approval, effective per dates listed



Discharges

Licensed

Non-Licensed

Probationary Separations

Licensed

Teacher, Special Education	06-30-2020	2020-05-ER-4057
Teacher, Special Education	06-30-2020	2020-05-ER-4058
Teacher, Math	06-30-2020	2020-05-ER-4059
Teacher, Elementary	06-30-2020	2020-05-ER-4060
Teacher, Elementary	06-30-2020	2020-05-ER-4061
Teacher, Special Education	06-30-2020	2020-05-ER-4062
Teacher, Elementary	06-30-2020	2020-05-ER-4065
Teacher, Special Education	06-30-2020	2020-05-ER-4066
Teacher, English	06-30-2020	2020-05-ER-4067
Teacher, Science	06-30-2020	2020-05-ER-4068
Teacher, Elementary	06-30-2020	2020-05-ER-4069
Teacher, Special Education	06-30-2020	2020-05-ER-4070
Teacher, Bilingual/Bicultural	06-30-2020	2020-05-ER-4071
Teacher, Science	06-30-2020	2020-05-ER-4072
Teacher, Special Education	06-30-2020	2020-05-ER-4073
Teacher, Special Education	06-30-2020	2020-05-ER-4077
Teacher, Special Education	06-30-2020	2020-05-ER-4078

Licensed, Staff Reduction

Non-Licensed

Non-Licensed, Staff Reduction

Layoffs

Licensed

Non-Licensed

Administrative Contract Non-Renewals

Request for Board Action

Item Title

Achieve! Minneapolis

Recommended Motion

Included in Consent Agenda

Requesting Division

Academics

Item File Number

2020- 4400000512

Meeting Date for Action

5/26/2020

Reason for Board Action

Contract over \$100,000

Background

AchieveMpls provides college and career support for MPS high school students and families. One of the highlights is the excellent work of the 17 college and career coordinators in high schools.

Timeline/Next Steps

AchieveMpls leaders will work with the MPS College and Career Readiness (CCR) directors and managers over the summer to make CCR support and collaboration plans for the SY21 school year.

Contract Amount

\$470,000.00

Contract Term

July 1, 2020 through June 30, 2021

Contract Type

Master

RFP Status

Single Source, RFP Not Required

Contract between Special School District Number 1
and
Achieve!Minneapolis (AchieveMpls)

For Support of the Career and College Initiative

THIS CONTRACT, entered into this 1st day of July, 2020, by and between Special School District No. 1, acting through the Board of Education, (herein called the “School District”) and Achieve!Minneapolis (AchieveMpls), a Minnesota nonprofit corporation, (herein called the “Contractor”). The School District enters into contract with the contractor for the amount of \$470,000 which covers a portion of the total program budget as reflected in Exhibit A, for the operation of the Career and College Centers and contributing to the School District’s college and career readiness system.

WHEREAS, the School District is committed to increasing academic achievement for all students and to ensuring that every student who graduates from Minneapolis Public Schools is college and career ready; and

WHEREAS, the Contractor has represented itself as experienced in providing services that prepare students to succeed in college, careers and work; and

WHEREAS, the School District wishes to engage the Contractor to provide said services under the terms of this Contract (the “Contract”);

NOW THEREFORE, it is agreed between the parties hereto that;

I. TIME OF PERFORMANCE

Services of the Contractor shall begin on the 1st day of July, 2020, and shall continue until the 30th day of June, 2021, or until terminated by either party as provided for in Part II, General Conditions, attached hereto.

II. COMPENSATION

It is expressly agreed and understood that all compensation including reimbursable expenses, if any, to be paid by the School District under this Contract shall not under any circumstances exceed \$470,000; for services as defined in this Contract in accordance with a project budget approved by the School District, that is on file with the School District’s designated Representative and attached hereto as Exhibit A.

Expense Reimbursement. Reimbursable expenses shall be paid quarterly upon proper submission of itemized invoices to the School District. The School District agrees to pay for reimbursable expenses, within thirty (30) days of receipt of invoice, for only expenses as per the approved budget, see Exhibit A and in compliance with this Contract.

III. BUDGET

This Contract for \$470,000 represents a portion of the total program budget for College & Career Center services, as reflected in Exhibit A.

IV. SCHOOL DISTRICT RESPONSIBILITIES

School district agrees to outfit all CCCs with functioning technology and update in accordance with district schedule. School district also agrees to outfit all CCCs with functioning desks, tables and chairs.

V. CONTRACTOR RESPONSIBILITIES

Contractor agrees to provide college and career readiness services to MPS high school students through 11 full or part-time Career and College Centers (CCCs) at Edison, Henry, North, Roosevelt, South, Southwest, Washburn, Wellstone, Longfellow, FAIR and Heritage

VI.

The contracted amount of \$470,000 covers a portion of the cost of staffing the Career and College Centers with Coordinators who are competent to manage the centers, coordinate activities (approved by building principal or designated leadership), counseling team, and provide services and activities listed in this document.

In addition to the staff provided above, AchieveMpls will actively engage with the CCR department at MPS to support the District level College Access Network to ensure all college access providers across the district are coordinated.

Goals and Metrics

MPS Office of College & Career Readiness and AchieveMpls will work in collaboration to achieve the following goals:

1. 85% of all 9 – 12th grade students will meet the required college and career milestones for their grade level in My Life Plan.
2. 85% of juniors will take the District Wide ACT and report being informed about post-secondary test options and know what to expect prior to taking them(PENDING TESTING AVAILABILITY PER STATE)

3. 90% of graduating seniors will complete and submit an application to college or other post-secondary option.
4. 100% of graduating seniors will have developed a post-secondary plan.
5. FAFSA: Schools will increase FAFSA/Dream Act completion by 5% according to Federal Student Aid official report.
6. 70% of graduating seniors will enroll in college/post-secondary institution within first year of graduating as tracked by the National Student Clearinghouse.
7. Each Minneapolis high school will have a consistent system of college and career readiness services based on best practices, reviewed/approved by building level principal, and implemented according to a yearly schedule.

AchieveMpls

1. CCC Coordinators will meet one on one with at least 1/3 of all students in the schools served every year. 75% of high school seniors will utilize the career and college center services at least once during their senior year.
2. Coordinators will facilitate opportunities so that 95% of all seniors have a college experience either meeting with a rep, visiting a college or attending a college fair.
3. Convene site level College Access Network, where applicable, to promote collaboration with other career and college readiness programs.

Reports

Contractor agrees to partner with the representatives of the MPS College & Career Readiness team to provide and document the proposed outputs and services detailed above. Contractor agrees to provide quarterly disaggregated (F/R, Race, SPED, ESL) reports on activities and outputs to the MPS executive Director of College and Career Readiness, MPS Davis Lead Counselors, Principals or his/her designee.

Scope of Service

1. Help to coordinate and align career and college readiness at the district and school level

District level:

- a. Contribute expertise to MPS Office of College & Career Readiness in designing and implementing a district-wide career and college readiness system with common goals, strategies and processes, metrics and evaluation.
- b. Meet monthly (more frequently when necessary) with representatives of the Office of College & Career Readiness to review implementation of system elements across all sites, coordinate work, solve problems, remove barriers, and analyze progress on key metrics.
- c. Participate in joint district-wide meetings of counselors and CCC staff to coordinate work and share professional development.

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- d. Partner with school district in efforts to increase all staff ownership of, and commitment to, implementing the college and career readiness system.

School level:

- e. Principal, or assigned building leadership, will provide final approval for all CCC activities.
 - f. Partner with school leadership teams (administration, counseling team and/or Instructional Leadership Team (ILT)) to implement college and career readiness systems and expectations at the site. This site-level partnership will include:
 - i. Meetings between principal or designee and AchieveMpls coordinator and CCC leadership twice each school year.
 - ii. Coordinator participation in regular meetings with the site counseling team.
 - iii. Coordinator participation in full school staff meetings when appropriate.
 - g. Convene site level College Access Network, where applicable, to promote collaboration with other career and college readiness programs.
2. Assist students and their families in planning for and preparing for college
- a. Provide assistance to students and families on how to research/apply to college or other post-secondary education options (Including but not limited to: 2 yr. college, 4yr. college, trade/apprenticeship, military, or district approved certificate programs).
 - b. Provide assistance on how to complete financial aid including the FAFSA and Dream Act.
 - c. Provide assistance on how to complete scholarships.
 - d. Promote, support and/or coordinate opportunities for students to prepare for appropriate tests for post-secondary options.
 - e. Support and/or help to coordinate ACT for all juniors. PENDING AVAILABILITY
 - f. Coordinate opportunities for students to connect with representatives from colleges and other post-secondary options (including but not limited to 2 yr. college, 4yr. college, trade/apprenticeship, military, or district approved certificate programs).
 - g. Promote and support opportunities for students to visit colleges provided by other organizations; directly provide opportunities where needed to fill gaps.
- h. Coordinate college fairs, in collaboration with Minnesota Association of Counselors of Color (MnACC)
3. Assist students in planning for careers:
- a. Provide individualized assistance to students regarding job searches and career-related activities (review/submission process).

- b. Maintain up-to-date resources about career opportunities and the academic and professional requirements to access those opportunities.
 - c. Assist students with My Life Plan modules related to work readiness and career exploration, as well as other internet-based tools related to careers.
 - d. Offer workshop or one-to-one assistance in resume writing, job applications submission.
 - e. Coordinate career exposure events at each high school.
4. Establish the Career and College Center as a Community Hub
- a. Where applicable, train and manage volunteers to assist students and families in navigating the post-secondary planning process (college and job applications, financial aid, scholarship applications, etc.).
 - b. Maintain the graduation coach program to four selected schools.
 - c. Facilitate the use of CCC space by other career and college readiness service providers.
4. Provide effective communications to Davis Center CCR Department, students, families and volunteers
- a. Collaborate with counselors to communicate regularly with families and students via an e-mail and/or hard copy newsletter regarding activities in the Center, upcoming events, deadlines, etc.
 - b. Collaborate with counselors to provide family information sessions about planning and preparing for college and career.
 - c. Communicate regularly with school administration, the counseling team and all staff on issues related to career and college readiness.
 - d. Create, present, and distribute presentations for students/families that gives articulated information about services provided through the CCCs as well as services coordinated by site based school counselors

VII. NOTICES

Any notice or demand, which may or must be given or made by a party to this Contract, under the terms of this Contract or any law or regulation, shall be in writing and shall be sent registered or certified mail to the other party addressed as follows:

CONTRACTOR

Danielle Grant
 President and CEO
 AchieveMpls
 111 Third Avenue South, Suite 5
 Minneapolis, MN 55401

Phone: (612) 455-1555 Fax: (612) 455-1531

Email: dgrant@achievempls.org

SCHOOL DISTRICT

Ed Graff

Superintendent

1250 W Broadway Ave, Minneapolis, MN 55411

Phone: (612) 668-0000 Fax: (612) 668-0145

Email: mpssup@mpls.k12.mn.us

Email: Ed.Graff@mpls.k12.mn.us

Any party may designate a different addressee or address at any time by giving written notice thereof as above provided. Any notice, if mailed, properly addressed, postage prepaid, registered or certified mail, shall be deemed dispatched on the registered date or that stamped on the certified mail receipt and shall be deemed received when it is actually received. Any notice delivered by hand shall be deemed received upon actual delivery.

VI. TERMS AND CONDITIONS

This Contract is subject to and incorporates all the terms and conditions set forth in Exhibit B General Conditions attached hereto.

VII. INSURANCE

Contractor agrees to keep in force during the term of this agreement adequate insurance by an insurer or company acceptable to the School District in the School District's reasonable discretion. Contractor's policy of insurance shall have a limit of at least the tort liability limits set forth in Minnesota Statute 466.04 and statutory workers compensation coverage. Such policy shall contain a provision that the policy shall not be cancelled without a thirty (30) day written notice to the District. Contractor shall name the School District as an additional insured with respect to Contractor's use of and/or access to the Premises. Contractor must deliver to the School District certificates of insurance or copies of policies of insurance showing this coverage to be in effect with premiums fully paid prior to access to the Premises.

VIII. INDEMNIFICATION

A. Contractor shall indemnify and save and hold the School District, its employees, officers, directors, subcontractors and agents (collectively "Employees") harmless against any and all claims, demands, suits, costs, judgments, or other forms of liability to third parties, actual or claimed, including attorneys' fees, for injury to property or persons, occurring or allegedly occurring in, on or about Contractor's property, based on conduct committed by Contractor or by its employees, officers, directors, subcontractors, or agents (collectively "Employees"). Upon timely written

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notice from the School District, Contractor shall defend the School District in any such action or proceeding brought against School District.

- B. Unless the claim is a claim from which School District is immune, School District shall indemnify and hold Contractor, and its Employees, harmless against any and all claims, demands, suits, costs, judgments or other forms of liability to third parties, actual or claimed, including attorneys' fees, for injury to property or persons, occurring or allegedly occurring in or about School District property from conduct committed by the School District or by its Employees. Upon timely written notice from Contractor, the School District shall defend Contractor in any action within the scope of this subparagraph B. that is brought against Contractor.
- C. The foregoing provisions shall not be deemed a waiver of any kind of applicable limitations of liability to third parties provided or available to School District.

IX. RELATIONSHIP OF THE PARTIES

Contractor is to be and shall remain an independent contractor with respect to all services performed under this Contract. Contractor represents that it has, or will secure at its own expense, all personnel required to perform services under this Contract.

X. AMENDMENTS

Any alterations, variations, modifications, or waivers of provisions of this Contract including any attachments, shall be valid only when they have been reduced to writing as an amendment to this Contract and duly signed by the parties hereto. In the event any provision of this Contract is found to be contrary to state or federal law, then such provision shall be deemed invalid except to the extent permitted by law, but all other provisions of the Contract shall continue in full force and effect. The parties agree to attempt to renegotiate in good faith any provision deemed invalid because it is contrary to state or federal law.

XI. TERMINATION OF CONTRACT

- A. Without Cause. This Contract or a portion thereof may be canceled by either party, without cause, upon thirty (30) days' written notice to the other party, or at any time with the mutual consent of the parties.
- B. With Cause. If either party to this Contract defaults or fails to perform any portion of the Contract, the non-defaulting party may cancel the Contract on ten days' notice.
- C. Steps After Notice of Cancellation. After receipt of notice of cancellation, and except as otherwise directed, Contractor shall discontinue provision of services on that date

or on the date specified in the notice of cancellation and follow all other School District directives. Contractor agrees to return all private education records about MPS students.

XII. REMEDIES/CURES

- A. No Obligation to Pay. The School District shall not be obligated to pay for services provided in an unsatisfactory manner in its sole discretion provided that, the School District shall give Contractor at least thirty (30) days' notice of its reasons for the dissatisfaction. If, in that 30-day period, Contractor alters its service to the School District's satisfaction, then there shall be no interruption in payment.
- B. Liability for Damages and Right to Set Off. Notwithstanding the above, Contractor shall not be relieved of liability to the School District for damages sustained by the School District by virtue of any breach of this Contract by Contractor, and the School District may withhold payments to Contractor for the purpose of set-off.
- C. Nonexclusive Remedy. Any right or remedy provided in this Contract is not the exclusive right or remedy of either party for any default by the other party, but is in addition to any other right or remedy hereunder or allowed by law or equity.
- D. No Waiver. Either party's failure to insist upon strict performance of any requirement of the Contract or to exercise any right contained in the Contract, shall not be a waiver or relinquishment of any requirement.

XIII. MINNESOTA LAW TO GOVERN

This Contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to the Contract shall be originated in the State of Minnesota.

XIV. ENTIRE CONTRACT

This Contract shall constitute the full and complete Contract between the parties to the Contract. All prior representations, understandings and agreements are merged into this Contract and are superseded by this Contract. Except as otherwise provided herein, the covenants and agreements herein contained shall bind and inure to the benefit of District, its successors and assigns, and Provider and its successors and assigns. Attachments A and B are attached hereto and incorporated by reference.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date first written above.

FOR THE Contractor:

Federal ID No. 41-1425264

By: *Danielle Grant* _____

Danielle Grant

Its: President and CEO

Date: 5/14/2020 _____

FOR THE School District:

By _____

Special School District 1 Board of Education

Date: _____

EXHIBIT A – FY21 BUDGET

AchieveMpls FY21 Income and Expense Budget			
	CCI - Career & College Initiative Programs		
	Career & College Centers	Career Readiness Initiative	
REVENUE			
Contributions - foundations/corp	40,000.00	215,000.00	
Contributions - individual & other	15,000.00	120,000.00	
Contracts	505,000.00		
Fiscal Management Fees			
Events (net) & Other			
Interest & gains			
Total Revenue	560,000.00	335,000.00	
EXPENSES			
Total Personnel Expenses	949,308.65	436,315.47	
Occupancy & Equipment	13,533.20	13,829.73	
Telephones & Internet	1,320.00	660.00	
Insurance			
Printing, Postage, Office Supplies	5,075.00	1,304.50	
Licenses/Dues/Subscriptions/Bks	1,040.00	-	
Consultants and Professional Fees	-	-	
Program Expenses	16,175.00	879.00	
Meeting Expenses	1,000.00	-	
PR/Marketing/Communications/ Outreach	200.00	1,400.00	
Bank Fees & Other Expenses	400.00	-	
Depreciation	6,480.00	5,400.00	
Overhead	99,453.18	45,978.87	
Total Expenses	1,093,985.03	505,767.57	
Net surplus/deficit	(533,985.03)	(170,767.57)	
Released from Restriction for prior years' revenue	495,000.00	180,000.00	
Net surplus/deficit after release from restriction	(38,985.03)	9,232.43	

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EXHIBIT B – GENERAL CONDITIONS

1. **Interest of Members of the School District**

The Contractor agrees that no member of the governing body, officer, employee or agent of the School District shall have any interest, financial or otherwise, direct or indirect, in the Contract.

2. **Equal Opportunity Statement**

Contractor agrees to comply with the provisions of all applicable federal, state and City of Minneapolis statutes, ordinances and regulations pertaining to civil rights and nondiscrimination including, without limitation, Minnesota Statutes, Section 181.59 and Chapter 363, and Minneapolis Code of Ordinances, Chapter 139, incorporated herein by reference.

3. **Non-Discrimination**

During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status or public assistance status. The Contractor will take affirmative action to ensure that applicants for employment and employees are treated without unlawful discrimination or harassment because of their race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status or public assistance status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, all required notices that set forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, age, marital status, or public assistance status.

No funds received under this Contract shall be used to provide religious or sectarian training or services.

The Contractor shall comply with any applicable federal or state law regarding non-discrimination.

4. Transfer of Interest

The Contractor shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the School District, provided, however, that claims for money due or to income due to the Contractor may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy without such approval. Notice to any such assignment or transfer shall be furnished to the School District. The Contractor shall not subcontract any services under this Contract without prior approval of the School District Representative designated herein.

5. General Compliance

The Contractor agrees to comply with all applicable Federal, State and local laws and regulations governing funds provided under this contract.

6. Performance Monitoring

The School District will monitor the performance of the Contractor against goals and performance standards described herein. Substandard performance as determined by the School District will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Contractor within a reasonable period of time after being notified by the School District, Contract termination procedures will be initiated. All work submitted by Contractor shall be subject to the approval and acceptance by the School District Representative designated herein. The School District Representative shall inform the Contractor of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

7. Independent Contract

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent Contractor with respect to the services to be performed under this Contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Contract shall be considered employees or sub-contractors of the Contractor only and not of the School District; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of

the work or services provided to be rendered herein, shall be the sole obligation and responsibility of Contractor.

8. Accounting Standards

The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this Contract.

9. Data Privacy

For purposes of this Contract all data on individuals created, collected, received, stored, used, or disseminated by Contractor in the performance of this Contract are subject to the requirements of the Minnesota Data Practices Act, Minn. Stat. Chapter 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as any applicable Federal laws on data privacy, and 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. All subcontracts shall contain this paragraph or similar data privacy compliance requirements.

10. Records Disclosure/Retention

Contractor's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract may be subject to the examination, duplication, transcription and audit by the School District and the State Auditor, in accordance with Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

11. Worker Health, Safety and Training

Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. Each Contractor shall comply with federal, state and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act that are applicable to the work to be performed by Contractor. Each Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12. Bureau of Citizenship and Immigration Services (BCIS) Requirements

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. Materials

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from this Contract shall be made available to the School District upon approval of the final report or upon request by the School District at any time before then. The School District may use, extend, or enlarge any document produced under this Contract without the consent, permission of, or further compensation to the Contractor.

14. Conflict of Interest / Code of Ethics

Contractor agrees to be bound by the School District's Code of Ethics. Contractor certifies that to the best of its knowledge all School District employees and officers participating in this Contract have also complied with that Code. It is agreed by the Parties that any violation of the Code of Ethics constitutes grounds for the School District to void this Contract. All questions relative to this section shall be referred to the School District and shall be promptly answered.

15. BACKGROUND CHECKS

1.1 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.

1.2 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.

Request for Board Action

Item Title

Contract with Cadenza for Musical Instrument Replacement

Recommended Motion

Included in Consent Agenda

Requesting Division

Academics

Item File Number

2020-4400000508

Meeting Date for Action

5/26/2020

Reason for Board Action

Contract over \$100,000

Background

Musical instrument replacement for schools using Title IV funds

Timeline/Next Steps

Board approval, order placed, delivery, and invoices paid by June 30, 2020

Contract Amount

725,000.00

Contract Term

May 1 – June 30, 2020

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 Musical Instrument Replacement at Minneapolis Public Schools.

1 TERM OF CONTRACT

- 1.1 This Contract is effective on May 26, 2020 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 30, 2020, 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.



MINNEAPOLIS
PUBLIC SCHOOLS
Urban Education. Global Citizens.

1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

SRM: 4400000508

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3.1 *Total Obligation*

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed \$725,000.00. 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 LIABILITY

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 contractor. 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

Attn: Aimee Fearing

1250 W Broadway

Minneapolis, MN 55411

Email: Aimee.Fearing@mpls.k12.mn.us



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

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SRM: 4400000508

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CONTRACTOR

NAME: Cadenza Music, Dan Lehn
Address: 149 Snelling Avenue, No, St. Paul, MN 55104
Phone: 651-644-3611
Email: dan@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



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SRM: 4400000508

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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.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

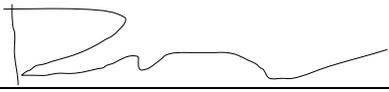
Signature: _____

Name: Kim Ellison
(Printed)

Title: Chair

Date: _____

CONTRACTOR NAME

Signature:  _____

Name: Daniel Lehn
(Printed)

Title: Owner

Date: 05/11/2020

EXHIBIT A: SCOPE OF WORK

Deliverables/Service Outcome:

To provide musical instrument replacement and set up of instruments no later than June 28, 2020.

Method of Evaluation

Successful delivery of instruments and successful set up of instruments on-time.

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Request for Board Action

Item Title

College Board - Advanced Placement Exam Fees

Recommended Motion

Included in Consent Agenda

Requesting Division

Academics

Item File Number

2020-4400000515

Meeting Date for Action

5/26/2020

Reason for Board Action

Contract over \$100,000

Background

Fees paid to College Board per school for AP exams

Timeline/Next Steps

May 26, 2020 Board approval, invoices paid by June 15, 2020

Contract Amount

\$254,000 for all schools combined

Contract Term

5/18/20 – 6/30/20

Contract Type

Master

RFP Status

Single Source, RFP Not Required



Contract Summary of Approval

Contract Group: Teaching & Learning

Contract Type: Exam Fees

VENDOR DETAILS

Vendor Name:	College Board
Reason Vendor Selected:	Niche or Specialty
Vetted/State/Cooperatives	NA
End Date:	

CONTRACT INFORMATION

Contract Purpose:	To pay Advanced Placement Exam Fees
Contract Description:	Advanced Placement Exams
Amendment Description:	NA
Deliverables/Outcomes:	
Site(s) Affected:	North, Roosevelt, South, Southwest, Washburn, Wellstone
Effective Start Date:	5/18/20
Effective End Date:	6/30/20
Contract Requestor:	Kelly McQuillan

FUNDING INFORMATION

Shopping Cart No.:	NA
Contract Value:	\$254,000.00
Original Contract Amount:	254,000.00
Accumulative Contract Value:	NA
Primary Fund Source:	Multiple

APPROVED BY

Kim Ellison	Chair		
LEVEL 1 APPROVER	TITLE	SIGNATURE	DATE
Aimee Fearing	Chief Academic Officer		
LEVEL 2 APPROVER	TITLE	SIGNATURE	DATE

Request for Board Action

Item Title

Contract with Hewlett-Packard Financial Services

Recommended Motion

Included in Consent Agenda

Requesting Division

Information Technology

Item File Number

2020- 4400000511

Meeting Date for Action

5/26/2020

Reason for Board Action

Contract over \$500,000 (Fund 6)

Background

Hewlett Packard Financial Services has provided leasing services since 2015. Devices purchased are all from state contract vendors. The lease allows for a 4-year refresh cycle on devices including Chromebooks, iPads, laptops, and Promethean boards.

Timeline/Next Steps

Following contract approval by the school board, a PO will be created to pay for FY 21 device lease costs.

Contract Amount

\$8,500,000.00

Contract Term

7/1/2020 – 6/30/2021

Contract Type

Master

RFP Status

Single Source, RFP Not Required



Contract Summary of Approval

Contract Group: IT Services
Contract Type: Purchase Goods and services

VENDOR DETAILS

Vendor Name: HPFS
Reason Vendor Selected: State, Cooperative or Joing Power Contract
Vetted/State/Cooperatives C-871(5)
End Date: 07/31/2021

CONTRACT INFORMATION

Contract Purpose: HPFS Leases
Contract Description: District Device Leases (see support docs)
Amendment Description: N/A
Deliverables/Outcomes: District Device Leases (see supporting docs)
Site(s) Affected: MPS
Effective Start Date: 07/01/2020
Effective End Date: 06/30/2025
Contract Manager: Justin Hennes

FUNDING INFORMATION

Shopping Cart No.: 1000144801
Contract Value: 8,500,000.00
Original Contract Amount: 8,500,000.00
Accumulative Contract Value: N/A
Primary Fund Source: Bonding / Referendum

APPROVED BY

Kim Ellison	Board of Education, Chair		
LEVEL 1 APPROVER	TITLE	SIGNATURE	DATE

Justin Hennes	Interim Chief		
LEVEL 2 APPROVER	TITLE	SIGNATURE	DATE

Request for Board Action

Item Title

Matrix Communications

Recommended Motion

Included in Consent Agenda

Requesting Division

Information Technology

Item File Number

2020-4400000504

Meeting Date for Action

5/26/2020

Reason for Board Action

Contract over \$100,000

Background

Matrix Communications is a state contract vendor and has provide phone support to the district for over 5 years. This contract is for a three-year term.

Timeline/Next Steps

Following contract approval by the school board, this contract will be signed for continued phone system support, licensing, and maintenance.

Contract Amount

\$269,519.46

Contract Term

3 YR Term

Contract Type

Master

RFP Status

Single Source, RFP Not Required

Service Agreement



CUSTOMER:

Official Notices	Equipment Location (Refer to Schedule A for Multi-Site Locations)
Customer Name Minneapolis Public Schools	Customer Name (Main Site) Special School District No. 1
Address 1250 West Broadway Street	Address
City, State, Zip Minneapolis, MN 55411	City, State, Zip

PLAN SELECTION (Customer Initials):

Plan Type	Monthly Payment	Quarterly Payment	Annual Payment	Effective Date
Comprehensive Coverage Three Year Contract billed annually			\$144,135	8/1/20

This Service Agreement for Voice Systems is between Customer and Matrix. Matrix will provide the Services described on Schedule B for Customer’s voice communication system described on Schedule A. The Services and associated charges will commence on the Effective Date. Customer and Matrix represent that the person signing on behalf of each party has full authority to enter into this Agreement. Terms used in this Agreement with initial capital letters have the meanings set forth in the Schedule of Terms attached to this Agreement.

Customer		Matrix Communications, Inc.	
Signature	Date	Signature <i>Frank Millo</i>	Date 5/5/2020
Printed Name	Title	Printed Name Frank Millo	Title Vice President - Sales

1. Definitions.

1.1 Terms used in this Agreement with initial capital letters have the following meanings:

- (a) **“Services”** means the services that are being provided by Matrix to Customer as specified on Schedule B.
- (b) **“Effective Date”** means the commencement date of this Agreement as specified on the first page of this Agreement.
- (c) **“System”** means the central processor unit and associated peripheral devices, together with the software required to operate the equipment as an integral unit, all as specified on Schedule A.
- (d) **“Matrix Customer Service Center”** means the personnel designated by Matrix to receive and respond to inquiries from Customer.
- (e) **“Coverage Hours”** means 24 hours per day, 7 days per week, including holidays, with regard to a major interruption in service. With regard to all other matters, **“Coverage Hours”** means 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays.
- (f) **“Service Charge”** means the payment amount specified on the first page of this Agreement.
- (g) **“Plan”** refers to the type of plan selected by Customer on the first page of this Agreement under Plan Selection.

2. Term.

2.1 This Agreement commences on the Effective Date, and continues for a period of 12 months unless otherwise indicated on Schedule A. This Agreement will automatically renew for successive periods of 12 months each at Matrix’s then current prices, unless either party notifies the other party to the contrary prior to 30 days before the end of the current term.

3. Maintenance Services.

3.1 In consideration of the Service Charge to be paid by Customer, Matrix agrees to provide the Services for the Plan selected by Customer to repair or replace System components, which fail to conform to the manufacturer’s specifications during normal use.

3.2 Service Charge. The Service Charge is payable in advance for each calendar period in the Plan. If Quarterly Payment is selected, the prorated portion for the period in which this Agreement commences is due upon signing of this Agreement.

3.3 Service Charge Adjustments.. Matrix reserves the right to adjust the Service Charge quarterly to reflect changes made to the System. The Service Charge may also be

adjusted by Matrix on the annual renewal of this Agreement by giving 30 days written notice to Customer.

4. Additional Work.

4.1 On Customer's request, made in accordance with Matrix's current procedures, Matrix will provide other work in addition to the Services. This work may include without limitation: (a) modifications or additions to the System; or (b) performance of Services outside of Coverage Hours. Customer agrees to pay for this additional work at Matrix's then current rates.

5. Payments.

5.1 The Service Charge is due in advance on the first day of the period. Payment for additional work is due within 30 days of the date of Matrix's invoice to the Customer. Any amounts unpaid as of the due date, will be charged interest at a rate of 1.5% per month or the highest rate allowed by law, whichever is lower.

5.2 Customer will pay all applicable federal, state and local sales or other taxes associated with the Services, goods or additional work. Customer will furnish Matrix with evidence of any tax exemption claimed by Customer.

6. Requests for Service.

6.1 Customer will promptly notify Matrix of all System failures by calling the Matrix Customer Service Center. Matrix will begin diagnosis and repair of the System via remote access or dispatch of a technician to the Customer's site within the response times indicated on Schedule B.

7. Exclusions from Maintenance Obligations.

7.1 Matrix has no obligation to perform Services if the System has been:

- (a) altered, maintained or repaired by any person other than a Matrix employee except with Matrix's prior written approval;
- (b) used or stored in a manner for which the system was not designed; or
- (c) damaged by acts of God or other factors outside the control of Matrix or Customer such as theft, vandalism, fire, lightning, explosion, power failure, or other casualty.

7.2 Consumable items such as batteries, magnetic media, paper, ribbons, and headsets are not included within the Services.

8. Parts.

8.1 All System components removed from the System and replaced by components provided by Matrix in the performance of the Services shall become the property of Matrix. All other components of the System, including any replacements, will be the property of Customer.

8.2 Components provided by Matrix may be new or refurbished components, which are functionally equivalent to new components, and may be from sources other than the original equipment vendor.

9. Customer's Responsibilities.

9.1 In addition to any other obligation imposed upon Customer by this Agreement, Customer will:

- (a) follow all of Matrix's and manufacturers' installation, operation and maintenance instructions;
- (b) provide all electrical and telecommunications connections;

(c) provide Matrix service personnel with reasonable work space and access to the System;

(d) comply with all applicable laws, codes, ordinances and regulations related to the System;

(e) contract with Matrix for all modifications, moves, adds or changes to the System;

(f) identify in writing those persons authorized to request service or system modifications; and

(g) take actions necessary to authorize Matrix as Customer's agent to obtain full access to any System component manufacturers' customer support services, personnel, programs and facilities.

10. System Relocation.

10.1 Customer must notify Matrix if it intends to relocate all or a part of the System, at which time Matrix may elect to continue this Agreement, terminate this Agreement, or propose to Customer revised pricing and terms for maintenance of the System in its new location. If Matrix terminates this Agreement, or if Customer does not accept new pricing and terms, this Agreement will terminate as of the date of relocation.

10.2 Performance of Services after relocation will not be deemed a waiver of Matrix's rights under this section.

11. Breach.

11.1 If Customer or Matrix breaches any material term of this Agreement and the breach is not cured within 30 days after written notice of the breach, the non-breaching party may terminate this Agreement. The party breaching this Agreement will be liable for all costs, including attorney fees, expenses and court costs, incurred to enforce any of the non-breaching party's rights under this Agreement and applicable law.

12. Indemnification.

12.1 Subject to Section 13, Matrix will indemnify Customer from all losses or damages to tangible property or any bodily injury, including death, to the extent the losses are directly related to the negligent acts of Matrix if Customer provides written notice of the claim within 10 days of its occurrence and allows Matrix to control all related legal actions and negotiations.

13. Limitation of Liability.

13.1 In no event will Matrix's liability under Section 12, or Matrix's liability for any other loss or damage arising from performance or nonperformance of this Agreement, exceed the total of the annual payments made by Customer to Matrix under this Agreement regardless of the legal theory on which any claim is based.

13.2 Matrix will not be liable for toll fraud or any other charges for use of the public switched network or interexchange carrier, nor for failure of performance to the extent caused by conditions beyond Matrix's reasonable control, including without limitation, environmental conditions, unavailability of parts, labor disputes, acts of God, hazards or other perils.

13.3 IN NO EVENT WILL MATRIX BE LIABLE FOR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR SAVINGS), INCIDENTAL DAMAGES OR PUNITIVE DAMAGES.

14. Assignment.

14.1 This Agreement is not assignable by either party without the prior written consent of the other, which consent will not be unreasonably withheld, except that Matrix may

assign this Agreement without consent to a third party as part of a sale of all or substantially all of Matrix's assets.

15. General.

15.1 This Agreement is governed by and construed in accordance with the laws of the State of Minnesota.

15.2 Any legal action related to this Agreement must commence with one year of the event upon which such legal action is based.

15.3 All disputes will be resolved by mediation with the proceeding held in Minneapolis, Minnesota. The mediator's decision will be enforceable by way of a judgment entered in court.

15.4 All notices permitted or provided for in this Agreement will be in writing and delivered by hand or sent by certified mail, return receipt requested, to the addresses set forth on the first page of this Agreement.

15.5 The waiver by either party of any term or breach of this Agreement will not be construed as a waiver of any other term or subsequent breach.

15.6 The marginal headings are inserted merely for convenience and are not to be used or construed to modify the terms of this Agreement.

15.7 If any provision of this Agreement is held to be invalid, such invalidity will not affect the remaining portions of this Agreement. In addition, any provision of this Agreement may be modified by a court of competent jurisdiction so that it may be enforced, and in such case the provision as modified will be fully enforced.

15.8 This Agreement constitutes the entire Agreement between the parties with respect to the subject matter. This Agreement supersedes all previous negotiations, proposals, commitments, writings, and understandings of any nature whatsoever. No representation or statement made by any representative of Matrix not expressly stated in this Agreement, and no provision in any purchase order or any other similar writing that may be submitted by Customer to Matrix, is binding upon Matrix.

Request for Board Action

Item Title

North Central Bus & Equipment Contract

Recommended Motion

Included in Consent Agenda

Requesting Division

Operations

Item File Number

2020-4400000499

Meeting Date for Action

5/12/2020

Reason for Board Action

Contract over \$100,000

Background

Purchasing 13 BB Propane buses from North Central with Trade Ins.

Timeline/Next Steps

Board approval in May.

Contract Amount

\$1,252,568.70

Contract Term

10/1/2020

Contract Type

Master

RFP Status

Single Source, RFP Not Required



Contract Summary of Approval

Contract Group: Transportation

Contract Type: Purchase Goods

VENDOR DETAILS

Vendor Name:	North Central Bus & Equipment – B-346 #117602
Reason Vendor Selected:	State, Cooperative or Joint Power Contract
Vetted/State/Cooperatives End Date:	9/30/2020

CONTRACT INFORMATION

Contract Purpose:	New Propane Bus purchase
Contract Description:	13 BB Propane buses
Amendment Description:	-
Deliverables/Outcomes:	13 BB Propane Buses for REGED
Site(s) Affected:	District Wide
Effective Start Date:	4/1/2020
Effective End Date:	9/1/2020
Contract Requestor:	Dawn Schnickel

FUNDING INFORMATION

Shopping Cart No.:	1000145060
Contract Value:	1,252,568.70
Original Contract Amount:	-
Accumulative Contract Value:	-
Primary Fund Source:	5024

APPROVED BY

Kim Ellison	Board Chair		
LEVEL 1 APPROVER	TITLE	SIGNATURE	DATE

Karen DeVet	Chief Operations Officer		
LEVEL 2 APPROVER	TITLE	SIGNATURE	DATE

Request for Board Action

Item Title

Contract with Project Lead the Way

Recommended Motion

Included in the consent agenda

Requesting Division

Academics

Item File Number

2020-4400000488

Meeting Date for Action

5/26/2020

Reason for Board Action

Contract over \$100,000

Background

To provide durable and consumable materials related to the PLTW Gateway (6-8) Design & Modeling curriculum at the Minneapolis Public Schools, Career and Technology Education programs.

Timeline/Next Steps

Effective upon approval

Contract Amount

\$118,869.00

Contract Term

5/12/2020-6/30/2020

Contract Type

Master

RFP Status

Single Source, RFP Not Required



MINNEAPOLIS
PUBLIC SCHOOLS

Urban Education. Global Citizens.

CONTRACT FOR Goods/Services – 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 Project Lead the Way “Contractor” (collectively “parties”) to provide durable and consumable materials related to the PLTW Gateway (6-8) Design & Modeling curriculum at the Minneapolis Public Schools, Career and Technology Education programs.

1 TERM OF CONTRACT

1.1 This Contract is effective on May 12, 2020 or the date of the last signature of the parties whichever is later, and shall remain in effect until June 30, 2020, 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 \$118,689.00. 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.

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.

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 Intentionally deleted by agreement of the parties.

6.2 Intentionally deleted by agreement of the parties.

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 Intentionally deleted by agreement of the parties.

9 USE OF DISTRICT NAME OR LOGO

9.1 Each party 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 other party or the name of any

representative of the party in any sales promotion work or advertising, or any form of publicity, without the written permission of that party.

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.

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 \$1,000,000 each claim and \$1,000,000 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 \$1,000,000 each claim and \$1,000,000 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 Intentionally deleted by the parties.

13.4 Upon written request from the District, 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 To the extent permitted by law, each party agrees to release, defend, indemnify, and hold harmless, (“indemnitor”), the other party, (“indemnatee”), 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 a party’s negligent acts or omissions or in connection with that party’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 the indemnatee. Indemnitor shall not settle or compromise any claim in which the indemnatee has been named a party and for which an indemnitor must indemnify the indemnatee without a signed agreement approved by the District.

15 LIMITATION ON LIABILITY

15.1 In no event shall either party be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. Each party’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 Following a ten (10) day opportunity to cure, 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 contractor. 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 at a date and time agreeable to Contractor. 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: Career & Technical Education (CTE), Teaching & Learning Department

Attn: Sara Etzel

1250 W Broadway

Minneapolis, MN 55411

Email: Sara.Etzel@mpls.k12.mn.us

NAME: Matt Cohen, Vice President of Business Operations

Address: 3939 Priority Way South Drive, Suite 400, Indianapolis, IN 46240

Phone: 317-669-0200

Email: mcohen@pltw.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



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

SRM: 4400000488

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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 Neither party may not assign any obligations of this Contract without the prior written consent of the other party. In the event of any assignment, assigning party shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon each party, 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, , 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 regarding the purposes stated herein 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.

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: Chair

Date: 05/12/2020

CONTRACTOR NAME

Signature: JOV
John Visconti (Apr 21, 2020)

Name: John Visconti
(Printed)

Title: Executive Vice President and Chief Financial Officer

Date: Apr 21, 2020

EXHIBIT A: SCOPE OF WORK

Deliverables:

Supplies and Materials to be delivered for PLTW Gateway (6-8) Design and Modeling program per Quote # Cart1579792572170

Item	Item #	Price	Qty	Total Price
Colored permanent markers, 8 pack	44PWEE343	\$68.00	78	\$468.00
Design and Modeling Consumable/Refill Kit 2019/20 School Year	220-5500	\$445.00	212	\$94,340.00
Dial Calipers, 6 inch, steel, graduated to .001 inches	44PW4090	\$21.00	390	\$8,190.00
Headphones, basic, 5 pack (for audio in course & assessment)	44PWEE330	\$16.25	156	\$2,535.00
Multipurpose Wire Stripper	44PWEE1741	\$6.25	390	\$2,437.50
Scissors, 7 inch, plastic handle, pointed tip – 12 pack	S30680	\$65.00	52	\$3,380.00
Self-healing cutting mat, 11.8 in. x 8.7 in. – pack of 6	44PWEE347	\$32.00	78	\$2,496.00
Stopwatch, handheld, LED, 10 pack	470311-264	\$65.00	52	\$3,380.00
Utility Knife, metal, with 5x replacement blades	44PW33001	\$3.75	390	\$1,462.50
PLTW Product List Total				\$118,689.00

Service Outcome:

Students/staff participating in the MPS Middle School STEM-for-ALL program will be able to effectively use instructional supplies and materials kitted and aligned specifically with the PLTW Gateway: Design & Modeling curriculum. Materials will provide students with new learning experiences in different industries which will lead to more opportunities in secondary and post-secondary education.

Method of Evaluation

Students/Teachers will provide feedback throughout the courses based on effectiveness and outcomes, graduation and post-secondary acceptance rates will be analyzed; Administrators will review student and teacher feedback and determine if PLTW Gateway program will continue in future course offerings.

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Invoices should be sent after materials and supplies have been received. Invoices must be received prior to June 30th, 2020 in order to process payment in a timely manner.

MPS Contract for Equipment & Supplies

Final Audit Report

2020-04-21

Created:	2020-04-21
By:	Sara Schlienz (sschlienz@pltw.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3IKGcbt-8WghambyLMeovDFhGYjYXNXm

"MPS Contract for Equipment & Supplies" History

-  Document created by Sara Schlienz (sschlienz@pltw.org)
2020-04-21 - 6:18:29 PM GMT- IP address: 12.215.67.18
-  Document emailed to John Visconti (jvisconti@pltw.org) for signature
2020-04-21 - 6:19:29 PM GMT
-  Email viewed by John Visconti (jvisconti@pltw.org)
2020-04-21 - 6:38:37 PM GMT- IP address: 24.63.212.128
-  Document e-signed by John Visconti (jvisconti@pltw.org)
Signature Date: 2020-04-21 - 7:16:34 PM GMT - Time Source: server- IP address: 12.215.67.18
-  Signed document emailed to Sara Schlienz (sschlienz@pltw.org) and John Visconti (jvisconti@pltw.org)
2020-04-21 - 7:16:34 PM GMT

Request for Board Action

Item Title

BOE Resolution to Approve *Equal Treatment in Transporting Students* Funding to Non-Public Schools

Recommended Motion

Included in Consent Agenda

Requesting Division

Operations

Item File Number

2020-0030

Meeting Date for Action

5/26/2020

Reason for Board Action

Required by Law or Regulation

Background

Minnesota Statutes Section 123B.84-.87, titled *Equal Treatment in Transporting Students* (“Statute”), ensures that all students in the State of Minnesota who are required to attend elementary and secondary schools receive equal treatment in transportation to school. The Statute allows the Board of nonpublic schools to either utilize Special School District No. 1 transportation or the nonpublic school may provide its own transportation. Special School District No. 1 receives transportation funding from the State of Minnesota for students residing in the city of Minneapolis. When a nonpublic school elects to provide its own transportation, then Special School District No. 1 typically is obligated to provide 95% percent of funding it receives from the State of Minnesota to the nonpublic school and is allowed to hold 5% for administration purposes. During the COVID-19 pandemic, the administrative fee was adjusted to 12.5% to capture the fuel savings the nonpublic schools would have incurred by not transporting students from March 17, 2020 thru June 5, 2020.

Four nonpublic schools, including DeLaSalle High School, Minnehaha Academy, Cristo Rey Jesuit School and Carondelet Catholic School elected to provide their own transportation during the 2019-2020 school year. Minneapolis Public Schools’ total obligation to these nonpublic schools is \$382,658.78.

Timeline/Next Steps

Board approval 5/26, signatures, payment to go out early June.

SPECIAL SCHOOL DISTRICT NO. 1
Board of Education

May 26, 2020

RESOLUTION TO APPROVE EQUAL TREATMENT IN TRANSPORTING STUDENTS
FUNDING TO NON-PUBLIC SCHOOLS

WHEREAS, Minnesota Statutes Section 123B.84-.87 titled Equal Treatment in Transporting Students (“Statute”), ensures that all students in the State of Minnesota who are required to attend elementary and secondary schools receive equal treatment in transportation to school; and

WHEREAS, the Statute allows the Board of nonpublic schools to either utilize Special School District No. 1 transportation or the nonpublic school may provide its own transportation; and

WHEREAS, Special School District No. 1 receives transportation funding from the State of Minnesota for students residing in the city of Minneapolis; and

WHEREAS, when a nonpublic school elects to provide its own transportation, then Special School District No. 1 must provide ninety-five percent of funding it receives from the State of Minnesota to the nonpublic school and is allowed to hold five percent for administration purposes; During the Covid-19 pandemic, the administrative fee was adjusted to twelve point five percent to capture the fuel savings the nonpublic schools would have incurred by not transporting students from March 17, 2020 thru June 5, 2020. Directive from Minnesota Department of Education is attached; and

WHEREAS, four nonpublic school including DeLaSalle High School, Minnehaha Academy, Cristo Rey Jesuit School and Carondelet Catholic School during the 2019-2020 school year elected to provide their own transportation; and

WHEREAS, the funding owed to the four identified nonpublic school is in the amount as follows:

DeLaSalle High School

396 students @ \$384.63 = \$152,313.48 less 12.5% administrative costs = \$133,274.30

Minnehaha Academy

293 students @ \$384.63 = \$112,696.59 less 12.5% administrative costs = \$98,609.52

Cristo Rey Jesuit School

206 students @ \$384.63 = \$79,233.78 less 12.5% administrative costs = \$69,329.56

Carondelet Catholic School

242 students @ \$384.63 = \$93,080.46 less 12.5% administrative costs = \$81,445.40

WHEREAS, Special School District No. 1 is required by statute to pay the funds to the identified schools.

NOW, THEREFORE BE IT HEREBY RESOLVED that the Board of Directors of Special School District No. 1 approves providing the Equal Treatment in Transporting Students funding owed to DeLaSalle High School in the amount of \$133,274.30; to Minnehaha Academy in the amount of \$98,609.52; Cristo Rey Jesuit School in the amount of \$69,329.56; Carondelet Catholic School in the amount of \$81,445.40 for the 2019-2020 transportation of students.

Signed by:

Kim Ellison
Board of Education Chairperson

Date

Josh Paul
Board of Education Clerk

Date



Student Transportation During Distance Learning

4/28/2020

The following provides information regarding student transportation for the Distance Learning Planning Period, March 18-27, 2020; the Distance Learning Period, March 30, through May 4, 2020; and the Extended Distance Learning Period, May 5 through the end of the school year. The following instructions are in regards to [Governor Tim Walz's Emergency Executive Orders 20-02, 20-19 and 20-41](#) and current state statutes. If the Executive Order is extended to next school year, it is anticipated that these same reporting procedures would continue.

These reporting directions pertain to the Distance Learning Planning Period, Distance Learning Period and Extended Distance Learning Period in the executive orders. During the Distance Learning Periods, all public schools must provide continuous education based on the distance learning plans developed during the Distance Learning Planning Period directed by Executive Order 20-02.

Special Education Transportation

For questions regarding special education transportation look to the document [Special Education Funding Changes Due to COVID-19](#). In addition to the transportation reporting instructions in this document, it should be noted that the bills from contractors should reflect savings such as reduced fuel and other liquids expenses.

Special Transportation

For questions regarding Homelessness and Care and Treatment please look to [Special Education Funding Changes Due to COVID-19](#) as these same principles reiterate for Special Transportation as well. For additional information on Care and Treatment look to [Q & A: Care and Treatment Placements and Transportation](#).

Nonpublic

A district that had an existing agreement with a nonpublic school to provide the nonpublic student transportation on their behalf should continue to pay the nonpublic school as originally agreed upon. The bills should reflect savings such as reduced fuel and other liquids expenses. Continue to report these expenses with Uniform Financial Accounting and Reporting Standards Finance Code (UFARS FIN) 720 unless the student qualified for disabled (723), ineligible (737) or special (728) transportation services.

Schools should continue to pay the nonpublic school for transportation services that were scheduled to be provided during this time even though services are not being provided or have been changed to address the closure, cancellation or distant learning, so long as the nonpublic school pays their workers. Schools could base payments on weekly average invoices that they have incurred during this year or on the contract rates for the services that were to be provided on scheduled school days. Nonpublic schools could continue to bill schools based on services that were being provided prior to March 18 for the time schools were closed or providing

instruction through a distant learning model. Nonpublic schools would only be able to bill for days that the school was originally scheduled to be in session. They would not be able to bill for spring break or any other day the school was not originally scheduled to be in session.

The legislature has two bills that are intended to clarify many of these issues. Watch the status of [HF 4415 and corresponding SF 4369](#).

Foster Care

Districts are still obligated to follow the written agreements they have with the counties for transportation of foster care students to and from a foster home to their school of origin when a student is placed in a foster care setting outside the school of origin's boundaries as if the transportation was provided. Districts should report the cost in UFARS Finance Code 715, Foster Care. The student's would be reported in Minnesota Automated Reporting Student System (MARSS) as Transportation Category 00-Walker or transportation does not apply. School districts and the local child welfare agency must have a written interagency agreement that describes the local plan for ensuring educational stability for students placed in foster care. Do not include transportation of students experiencing homelessness, students with special education transportation accommodations in their Individualized Education Programs (IEPs) or children residing in a shelter care facility.

Contracted Service

The expectation in the Executive Order is that school districts and charter schools maintain collaboration and contracts with bus transportation providers. However, contract provisions that account for weather-related closures or other short term closures may not be applicable during the distance learning or extended distance learning periods because the closures are not weather related or short term. Please consult your district or school attorney for questions about how to interpret your contract. The bills for contracted routes should reflect savings in costs such as fuel and other liquids. The legislature has two bills that are intended to clarify many of these issues. Watch the status of HF 4415 and corresponding SF 4369.

Transportation Funding

Transportation funding is included in the general education revenue, the primary formula for providing general operating funds to school districts. The transportation portion is earmarked as 4.66 percent of the formula allowance. The formula allowance for fiscal year 2020 is \$6,438 and the transportation portion is \$300.01 based on the student's grade level and pupil unit weighting. Districts receive this funding regardless of their reported transportation expenditures. In other words, as long as students remained enrolled for distance learning, the district will continue to receive transportation funding via the general education formula.

In addition to the general education aid, there are a few funds paid by the state to school districts and designated for specific purposes, such as non-public, special education and special transportation.

Transportation Reporting

Each year districts and transporting charter schools report the number of nonpublic school students transported to and from school, bus ownership, and miles, hours or routes by category. This information is submitted to the state on the Pupil Transportation Annual Reporting Form.

Independent school districts will report the number of eligible nonpublic students that were provided transportation in the normal manner.

Pending legislation will determine whether changes will be required to the Pupil Transportation Annual Report, e.g., identification of actual miles, hours or routes needed for the Distance Learning and Extended Distance Learning Periods and/or actual costs identified on UFARS.

Transportation for Child care of Essential Workers

For questions regarding transportation for child care for essential workers please look to [Minnesota Distance Teaching and Learning Implementation Guidance](#).

Charter School

Districts and charter schools should work together to provide the transportation for child care for essential workers and for delivery of food and instructional materials.

Charter schools that have elected for the local district to provide transportation should continue to use the district's transportation services.

If a charter school has a contracted bus service, they should work with their contractor to provide transportation for child care for essential worker's children and for food and instructional material delivery

Reimbursements for Parent-Provided Transportation

The document [Reimbursements for Parent-Provided Transportation](#) provides information on reimbursing families for contracted transportation to nonpublic schools and low-income transportation reimbursement for postsecondary enrollment options (PSEO) and for out-of-district open enrollment and nonpublic schools.

Minnesota Department of Education (MDE) Resources

The resources are updated continuously, as new information comes in and as we find answers to the most frequently asked questions. We ask that you check the [COVID-19 Updates page](#) daily.

[Kelly Garvey](#), 651-582-8524 or PupilTransportation.MDE@state.mn.us for assistance in reporting for student transportation.

Request for Board Action

Item Title

Memorandum of Agreement with MPS and MUID

Recommended Motion

Included in the consent agenda

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

Requesting Division

Academics

Item File Number

2020-0036

Meeting Date for Action

5/26/2020

Reason for Board Action

Other

Background

Memorandum of Agreement between MPS and MUID that was established in 2006 is currently due for renewal by January 2021. The current MOA can be found [here](#).

Timeline/Next Steps

MOA Committees (steering and subcommittees) will continue meeting to discuss the needs and proposed changes to the MOA. The request is to extend the renewal deadline to January 2022. Both MUID and PIE (Phillips Indian Educators-- which is a subcommittee of MUID) approved the extension so it just needs to go before MPS board for a vote to extend the current MOA to remain until January 2022 when the renewed MOA will become in effect.

The following document contains:

**Memorandum of Agreement between Minneapolis Public Schools (MPS) and
Metropolitan Urban Indian Directors (MUID) signed on December 13, 2016**

and

Amendments signed on April 16, 2019

Minneapolis Public Schools is happy to continue its important and critical work with MUID.

MEMORANDUM OF AGREEMENT

Between

Minneapolis Public Schools

And

Metropolitan Urban Indian Directors

This historic MEMORANDUM OF AGREEMENT between the Minneapolis Public School District and the American Indian Community of Minneapolis, represented by the Metropolitan Urban Indian Directors (MUID), and its member organizations, recognizes that educational failure has condemned generations of American Indian people to poverty and diminished life opportunities and that this failure must finally be put to an end.

This agreement also recognizes that the education of American Indian students is a responsibility shared by the federal government, state government, the Minneapolis School District, the broader American Indian community, and American Indian families, and that only through a joint commitment to work together with a focus on American Indian students' success will we succeed in overcoming this legacy of educational failure. With the highest dropout rates and lowest graduation rates of any group, it is not an overstatement to say that Indian education in Minneapolis is in a state of crisis, and we are in imminent danger of losing yet another generation of children to the educational failures of the past.

This agreement further recognizes that the education of American Indian children continues to present significant challenges to the school district due to the disconnect between American Indian cultural values and practices and western paradigms of education and that the wisdom and insights of American Indian educators and other American Indian community members are required to assist the district in meeting its educational responsibilities to American Indian students.

This is the third such agreement entered into by the Minneapolis Public Schools and the Minneapolis Urban Indian Directors. The first agreement was signed in 2006, and was the first of its kind in the country. The second agreement was signed in 2012 and established the MOA as a perpetual agreement to be reviewed and updated every five years. The MOA has been successful in increasing communication and collaboration between the partners, enhancing family engagement and professional development, and creating a greater sense of shared understanding. There has been incremental improvement in student achievement in many areas, but much more progress needs to be made. The intention of this MOA is to build on the positive developments of collaborative partnership we have seen in the last ten years and to create goals for continuous improvement that will result in significant gains in American Indian student outcomes.

THIS AGREEMENT is hereby made and entered into by the Minneapolis Public Schools, hereafter referred to as "MPS" and the Metropolitan Urban Indian Directors, hereinafter referred to as "MUID" and its member organizations who will partner to implement a more effective model of education based on indigenous best practices that will result in significant improvements in educational outcomes for American Indian children.

I. SCOPE OF AGREEMENT

THIS AGREEMENT is intended to improve the education of American Indian students district wide and therefore will apply to the education of American Indian children in all schools under the oversight of the Minneapolis Public School Board including regular public schools, community partnership schools, and schools contracted or chartered by the Minneapolis Public Schools.

II. DATE AND SCOPE

THIS AGREEMENT will become effective upon signing. The agreement is perpetual, to be reviewed annually and renewed by the partners every five years.

III. TERMS OF AGREEMENT

MPS will designate four (4) research-based Indigenous Best Practice school sites with an emphasis on American Indian culture and language that are academically rigorous and culturally responsive. A Best Practice site for Indigenous students requires not only an inclusion of cultural content, but a staff who understands how to teach culturally as well. Best Practices for Indigenous students include holistically designed lessons that include kinesthetic learning, and place-based experiential curriculum that incorporates Native languages and that expands the concept of relationships well beyond human-to-human interaction as referenced in **Appendix A**

The four sites are intended to demonstrate the integration of culture and academic rigor, and to provide examples for replication in other schools. The four Best Practice schools are: Anishinabe Academy (preK-8); South High School All Nations (9-12); and two contract/alternative sites, Takoda Prep of AIOIC (9-12) and Na-way-ee Center School (7-12). Additional Best Practice sites may be identified and included based on negotiations by the parties involved in this agreement.

A. District led Best Practice sites will be defined by the following:

- i. **Universal Instructional Practices Tool:** The Universal Instructional Practice tool will be used for coaching and continuous improvement of teachers. Based on the Standards of Effective Instruction, The Principles of Learning and the Seven Ways of Knowing, the tool will be used as part of an observation and coaching cycle that will enhance teachers' ability to integrate cultural relevance into their instruction.

- ii. **Stable teaching force:** Positive, culturally appropriate relationships are essential components of an Indigenous school/community. Recognizing the value of relationships within the American Indian community, and the connection between stable student-teacher relationships and American Indian student achievement, non-contract/alternative Indigenous Best Practice Sites will hire teachers through the Interview and Select process to ensure mutual consent and facilitate the best match possible of teachers and sites or programs. Contract/Alternative Indigenous Best Practice Sites are autonomous entities and will hire according to their own established procedures. Members of the American Indian community will be invited to participate on interview teams, ensuring community input into hiring decisions.

Teachers at Best Practice sites will be asked to sign an agreement acknowledging the unique status of the Best Practice sites and their commitment to the MOA and to the integration of cultural relevance and academic rigor. This agreement will be signed with their contract and collected by MPS Human Resource office. Teachers will be given a copy of the MOA and will commit to attending an orientation to the Best Practice site as well as participation in the observation and coaching cycle outlined above. Teachers will agree to participate in indigenous language learning through language table or other means, and to make use of indigenous language in their classroom. Teachers will also commit to attending professional development sessions as offered through MPS Indian Education and Phillips Indian Educators. MPS will recognize these professional development sessions as priority for staff of Indigenous Best Practice sites.

Commitment and compliance with these requirements will allow MPS teachers to be protected from district-wide layoff, bumping and placement of excess teachers. Minneapolis Public Schools considers these programs as Native and Heritage Language Literacy (NHLL) programs under the teacher collective bargaining agreement and shall seek to establish a special designation for Indigenous Best Practice sites in its contract with the Minneapolis Federation of Teachers that puts in place the above requirements for teachers at Indigenous Best Practice sites and necessary MPS Human Resource to avoid disruptions to these programs from district-wide layoff, bumping or excess placement procedures.

- iii. **Group participation:** Representatives from the Best Practice sites will participate regularly in the MUID education subgroup (Phillips Indian Educators, hereafter referred to as "PIE") to discuss their site's implementation of the MOA.

- B. **School Improvement Plans:** Indigenous Best Practice sites will align their goals with the MOA and include specific strategies related to their implementation of the MOA in their individual School Improvement Plans. In addition, the All Nations program will complete an annual Program Improvement Plan.

- C. **Quarterly Meetings:** Best Practice site teams, specifically those working directly with students from both District and community programs, will commit the time needed to meet quarterly to review data and assess student progress in relationship to the goals identified in the MOA. The targeted outcome of the meeting is to identify interventions to be implemented and connect students to resources as needed.
- D. **Professional development:** MPS will continue to partner with Phillips Indian Educators and MUID to offer professional development for teachers and school staff on Best Practices for Teaching Native Students. Professional development opportunities will be expanded to include subject and content specific lessons. Additional individual coaching for teachers outside of Best Practice sites will continue to be made available through the Indian Education Department. An opportunity for ongoing professional development will be provided through the Community Action Research Cohort (CARC). The priority for professional development opportunities will be given to teachers from Best Practice Sites. The District's Professional Development office will consult with the Indian Education Department when planning districtwide training to avoid conflict with training specific to the MOA.
- E. **Engagement:** Every Best Practice Site recognizes that family engagement is a critical component to student success.
 - I. Best Practice Sites will designate a liaison to encourage family involvement to support student achievement and attendance.
 - II. Best Practice Sites will identify strategies to welcome and engage families as outlined in their family involvement plan.

IV. COMMUNICATION AND PARTNERSHIP PROTOCOL

- A. Phillips Indian Educators is the designated MUID education subcommittee and will make regular reports to MUID on the progress of the MOA implementation at monthly meetings.
- B. The MUID education subcommittee will meet monthly with the MPS Superintendent and his/her designees for discussion and problem solving on matters related to the implementation of the MOA.
- C. MUID and the MPS Board of Education will hold annual meetings to review progress of the implementation of the MOA. These meetings shall include a review of data reflecting the status of American Indian students in Minneapolis Public Schools as outlined in the Mutual Accountability section below.
- D. The MPS Board of Education shall designate a board member as the official liaison to MUID and the MUID education subcommittee (PIE).

- E. The MUID education subcommittee will meet annually with representatives from MPS and the principals and school leadership teams of Best Practice Sites to mutually identify priority accelerated performance targets for each school year of the agreement.
- F. The MUID education subcommittee will meet quarterly with the principals and leadership teams of Indigenous Best Practice sites for an in depth review of the site level data and a discussion of mutual improvement strategies.
- G. MPS will share aggregate student data with the greater Minneapolis American Indian community on an annual basis.
- H. The District and community partners named in this agreement will negotiate an agreement for the sharing of student data that is essential for monitoring the design, implementation, and success of interventions.
- I. Should conflict occur between the two parties, steps shall be taken in order to arrive at a mutually agreeable solution beginning at the lowest level possible. If the parties are unable to reach agreement themselves, neutral outside facilitation/mediation will be engaged to resolve disagreements on programs or policies that impact the implementation of the MOA and have direct impact on American Indian students in MPS.

V. MUTUAL ACCOUNTABILITY

Despite a much-improved working relationship between the American Indian community and the Minneapolis Public Schools, American Indian students in Minneapolis continue to have one of the largest opportunity gaps of any racial/ethnic group in the system.

Bold and courageous action is urgently needed to secure the promise of quality education for American Indian children. This must begin from the fundamental belief that Indian children are just as capable as any others, and that we must set high expectations that challenge them and all of us to much higher levels of accomplishment. Incremental progress based on past performance is no longer acceptable. American Indian children need and deserve our highest aspirations.

The metrics and annual performance targets established through this MOA encompass the critical indicators of Indian student success. The annual performance targets included as **Appendix B** to this document are the performance targets for American Indian students attending Best Practice Sites over the next five years. With this MOA we are intentionally focusing on the specific metrics that most closely correlate with American Indian student success. The metrics include improved attendance for all Best Practice Sites, reading for elementary grades, and on-track for High School graduation from non-contract/alternative sites. Contract/Alternative schools will measure credits earned versus credits attempted.

Student engagement measures will also be utilized based on a determination made with REAA on the best method of measurement to be used.

Districtwide Indian student performance will continue to be measured against the goals stated in the District's strategic plan, and reported to the school board and the Indian community on an annual basis. Program evaluation will be integrated to determine which interventions are working and should be "scaled-up" and which should be eliminated. Evaluation will be conducted by the Research, Evaluation, and Assessment Department of MPS and include both district-sponsored interventions and those sponsored by American Indian community agencies. Programs to be evaluated include the High Five Language Immersion Program at Anishinabe Academy, the Division of Indian Work's American Indian Math Project and Agindaasodaa! Let's Read programs at Anishinabe Academy, and MIGIZI's Native Academy program that provides academic support to high school students in the All Nations Program at South and at Nawayee Center School.

With regards to the two Contract Alternative High School Programs – Nawayee Center School and Takoda Prep of AIOIC – evaluation processes regarding their contracts aligned with the goals and spirit of the MOA will be incorporated in the overall evaluation of the MOA. These processes will be employed on an annual basis as a means of assisting the sites to sustain or achieve the stated outcomes required for contract renewal with the district. Included within these processes are annual site visits by MPS (including The Department of Indian Education) officials for the purposes of reviewing curriculum, classroom observation, faculty interviews, and joint discussion with staff and faculty regarding academic data for the site. Additionally, quarterly evaluations in collaboration between site administration and MPS district staff regarding credit obtainment and attendance rates (both in aggregate and by individual student) are tabulated, shared, and examined for the purposes of optimizing both school and student performance. Finally, each site will collaborate in a formal assessment with MPS staff - utilizing a (to be determined) standardized set of school-wide metrics for Contract Alternative Programs - in order to evaluate the overall efficacy of each site. These formalized evaluations are for the specific purpose of determining contract renewal eligibility, as well as the length of contract offered if a renewal of contract has been awarded and must be conducted collaboratively in order to continuously identify and bring forward Best Practices for the education of Indigenous students and support those Best Practices so identified.

Use of the Universal Instructional Practices tool at MOA best practice sites will also be evaluated to determine its impact on teacher professional practice and student achievement. New supplemental academic support programs that might be developed over the course of the five-year MOA term may also be included.

- A. **Community partners:** MPS will enter and maintain partnerships with American Indian community based organizations to provide supplementary educational programming and

advocacy to support the work at Best Practices sites and district wide to support the ultimate goal of improved educational outcomes for American Indian students.

- B. **American Indian Family Engagement:** MPS and MUID will partner to encourage and enhance opportunities for American Indian families to engage in their children's education. MPS will continue to develop learning opportunities for American Indian families such as the Parents of Tradition class, which is offered through a collaboration between Indian Education and ECFE. MPS will celebrate Native American Family Involvement Day on the third Thursday in November each year as a day to celebrate the contributions of American Indian students, families and community members to our school district and to particularly welcome American Indian Families into our schools.
- C. **The elected Title VI Indian Parent Committee** shall serve as the district-wide leadership group and parent advisory council for the creation of additional outreach and advocacy for American Indian families.
- D. **American Indian Student Engagement:** Based on input received from American Indian youth, MPS and MUID will partner to create a district wide American Indian student leadership group to channel the leadership and voices of young people in our community. The American Indian student leadership group will meet at least four times per year to provide input into Memorandum of Agreement implementation, Indian Education programming, and to develop community wide initiatives and opportunities for all American Indian students.

MAINTENANCE OF RECORDS

- A. The MUID education subcommittee shall maintain an accessible collection of best practice research and materials (PIE Website) for review and dissemination to Indigenous Best Practice sites and other schools.
- B. MPS will maintain records on overall American Indian academic achievement, student progress and trend data, and will document the overall change process for replication at other sites.

Signed by: Jenny Arneson

Jenny Arneson, Chairperson

MPS Board of Education

12-13-16

Date

Signed by: Josh Reimnitz

Josh Reimnitz, Clerk

MPS Board of Education

12-13-16

Date

Signed by: Joe Hobot

Joe Hobot, Chair

Metropolitan Urban Indian Directors

12/13/16

Date

Signed by: Patina Park

Patina Park, Vice-Chair

Metropolitan Urban Indian Directors

12.13.16

Date

APPENDIX A

Best Practices for Indigenous Education

Purpose of the Seven Ways of Knowing:

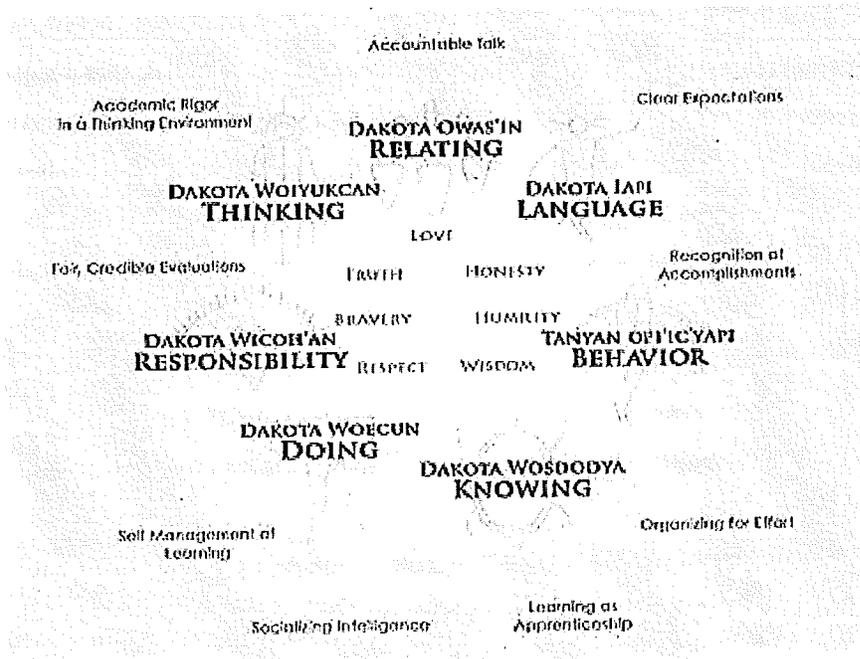
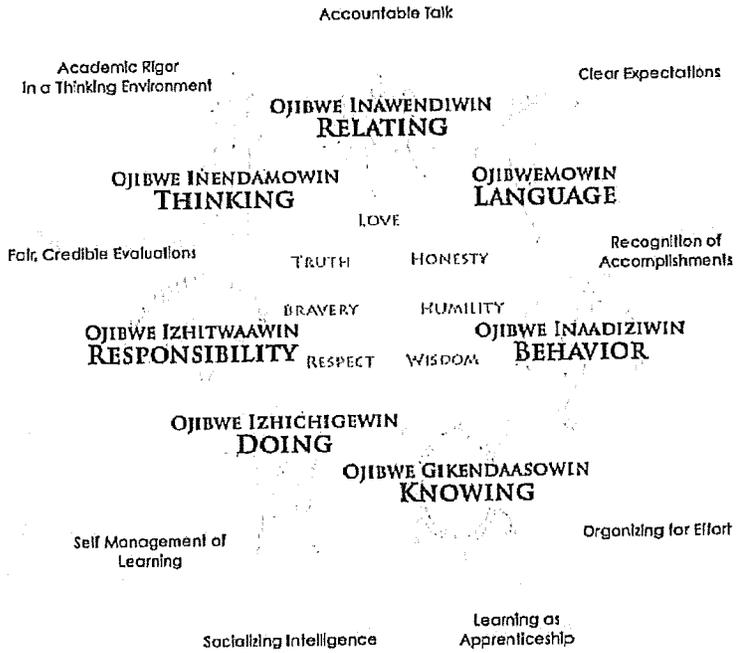
This Seven Ways of Knowing Framework is grounded in traditional Anishinaabe and Dakota worldviews supported by the Institute for Learning- University of Pittsburg, Principles of Learning. The Seven Ways of Knowing is a valid way of seeing the world that will guide educators in supporting the reclamation, revitalization, maintenance, and preservation of languages and cultures thereby increasing American Indian student success through culturally relevant and academically rigorous instruction.

Anishinaabe and Dakota languages and cultures are continually evolving, which may result in changing worldviews. In recognition of the diversity of evolving Anishinaabe and Dakota perspectives, the Seven Ways of Knowing Framework accommodates changing perspectives while retaining a fundamental connection to traditional cosmologies.

The intent of the Seven Ways of Knowing Framework is to provide focus and direction for student learning outcomes based on a traditional learning continuum. A continuum that recognizes that learning is a holistic and natural process that builds upon existing knowledge; holistic, not compartmentalized and is purposeful, engaging and fluid, not rigid; learning that integrates multiple sources, processes and ways of knowing, weaves spiritual, intellectual, emotional, social-cultural, and physical experiences together, provides a system for building relationships, rigor and responsibility that is relevant and responsive to the whole; promotes self-discipline, leadership, social and civic responsibility, critical thinking and accountability; scaffolds learning upon existing knowledge and prior experiences; intertwines processes for learning, teaching, evaluating, and reflecting; and embraces experiences that nourish the heart, mind, body and spirit. The Seven Ways of Knowing Framework will standardize learning experiences regarding the teaching of Anishinaabe and Dakota languages, cultures and history in an integrated culturally relevant and academically rigorous way.

Rationale:

Language and cultures are inseparable. The revitalization, preservation, and maintenance of a language are necessary conditions for the survival of a culture and, therefore, a strong foundation for American Indian student success. The Seven Ways of Knowing framework and corresponding Seven Core Values are tools that will enable teachers to guide students to explore and experience the school curriculum through their traditional languages and cultural perspectives.



Integrating the Seven Core Values into the Classroom:

Respect

Respect is crucial for American Indian students to feel they have a place within our schools. Respect and high expectations are essential to students' success. Educators can promote respect and a positive learning experience for American Indian students by ensuring that language and culture are represented in the classroom, by acknowledging that students come to school with experiences and knowledge that should be recognized and honored by teachers, and by encouraging students to share their strengths with others.

Love

Love is a commitment to supporting and demonstrating, as educators, our belief in our American Indian students' success through an understanding of their individual learning styles, setting high expectations and having a genuine presumption that American Indian students are fully capable of meeting the high expectations set by the teacher and capable of being autonomous learners.

Bravery

Bravery is shown by educators when a commitment to change the nature of the curriculum occurs through the inclusion of Indigenous contributions, innovations, and inventions and paired with the historically factual representation of American Indian people.

Wisdom

Wisdom reminds us that we are lifelong learners. It emphasizes the value of sharing and engaging in honest dialogue with our colleagues, our students and our families sharing "what we know and allowing our students to share what they know. Wisdom can also be demonstrated through participating in ongoing research and professional development that can be incorporated into classroom practice.

Humility

Humility is a key tenet in ensuring American Indian student success. As educators, we need to go beyond ourselves and ask "American Indian experts", American Indian organizations and American Indian communities key questions and for direction in the development of a culturally relevant rigorous curriculum. Teachers who show humility admit they do not know everything and have much to learn from their students, their families, their colleagues and the communities they serve.

Honesty

Honesty is to “be and get real” with themselves, their beliefs about their students and the communities they serve then proceed in a manner that is responsible and accountable to American Indian student academic outcomes.

Truth

Truth is to examine the reality and lived experiences of a situation, including the fact that different people have different lived experiences and therefore different perspectives, each of which are valid and to be considered a truth. It emphasizes the process of coming to terms with “how things really are” and developing a plan for change. The success of American Indian students needs to be measured, and this requires clear outcomes.

Teacher messages:

Teachers recognize that teaching goes far beyond lecture in the classroom. Teaching begins with listening and inquiring. It acknowledges that other adults and children learn from every movement we make: the way we breathe, what our eyes are doing, every word we say, our tone of voice, and ultimately, the way we live our lives.

- It is important for teachers to cultivate supportive relationships with students by attempting to see reality from an American Indian perspective.
- Encouraging students: when evaluating assignments, the teacher provides concrete, positive and immediate feedback.
- Challenge students to think critically, model this kind of thinking in instruction and classroom discussion.
- Be willing to negotiate.
- Maintain self-awareness: If teacher is non-Native she/he does not represent himself/herself as seeing through American Indian eyes. Instead, identifies and critiques his/her position within a dominant culture. The teacher makes a distinction between the critical tools to be acquired and the perspective or purpose through which these tools can be filtered.
- Broaden student-teacher relationships outside the classroom to embrace the community.
- Involve students in thinking and valuing what they learned.
- Acknowledge the relationships that exist in young people's lives (family, friends, and community).

- Provide students with opportunities to participate in culture and language.

It is our shared responsibility to cultivate a strong sense of responsibility to one's past, present, and future to create and enhance meaningful purpose and to bring about joy and fulfillment for one's self and family, and local and global communities.

Cultural Responsiveness:

Local, national, and international research findings demonstrate that students are most successful in academically rigorous, culturally responsive educational settings. Importantly, culturally responsive schools recruit, hire, and retain teachers who are willing to participate, develop, and maintain the cultural and language foundations of the school. Further, a culturally responsive school fosters and supports opportunities for teachers to participate in professional activities and associations that expand their cultural knowledge and pedagogical skills. The following is a set of example hallmarks of a culturally responsive school:

- fosters ongoing participation, communication, and interaction with parents, elders, and community members
- provides frequent, meaningful opportunities for students to learn in or about their heritage language and culture
- pedagogical approach rooted in American Indian cosmologies
- recognizes the people-centered, group centered culture of American Indian students
- recognizes and develops close relationships on a personal level with their students, their caregivers and their community
- recognize the strive for harmony and balance in life-the interdependence of physical, emotional, psychological, and spiritual well-being was important and that individuals and their families experienced dissonance when this balance was interrupted and this dissonance resulted in negative attitudes toward and in school
- has a high level of involvement of professional staff who are of the same cultural background as the students with whom they are working

The following Educator Outcomes represent current knowledge of best practices. Best practices are perpetually evolving and thus, this list is not exhaustive.

1. Infuse cultural traditions, language, history, and values in meaningful holistic processes to nourish the emotional, physical, mental/intellectual, social and spiritual well-being of the learning community.

BRAVERY, HONESTY, RESPECT, LOVE, WISDOM, HUMILITY, TRUTH

Educators:

- a. Provide American Indian language opportunities for students
- b. Demonstrate the 7 Ways of Knowing and the Seven Core Values in every interaction with children and adults in the building. This will convey the 7 Ways of Knowing and the Seven Core Values via modeling at all times.

- c. Take every opportunity to support learners in conducting themselves according to the 7 Ways of Knowing and the Seven Core Values
- d. Integrate cultural traditions, language, history, and values into all curriculum and integrate into instruction authentic materials, hands-on learning, and experiences within the local and broader community
- e. Hold regular formal and informal events bringing together students, parents, teachers, and other school personnel to review and provide feedback on the educational programs offered
- f. Sponsor ongoing activities and events in the school and community that celebrate and provide opportunities for student to put into practice and display their knowledge of cultural traditions
- g. Assist learners to create and use learning materials to support cultural teachings
- h. Participate in, embrace, and share local cultural practices with students
- i. Respect religious beliefs among learners
- j. Engage students in developmentally appropriate cultural practices and activities
- k. Take responsibility for assuring that they take a holistic approach to developing and planning instruction so that all learners' emotional, physical, mental/intellectual, social and spiritual well-being are nurtured

Students:

- a. Understand the meanings of the 7 Ways of Knowing and the Seven Core Values and learn how the framework and the values play a role in classroom and school culture, along with the world at large.
 - b. Recognize that classroom rules and discipline are based upon the 7 Ways of Knowing and the Seven Core Values.
 - c. Identify and see themselves represented in the lesson materials. They use this information to seek balance in their lives based on personal needs, cultural experiences, and cultural knowledge and understanding.
 - d. Apply learned information to create culturally accurate and appropriate assignments.
 - e. Participate in, embrace, and share in local cultural practices to aid in revitalizing, preserving, and maintaining contact with American Indian language and culture.
2. Maintain practices that perpetuate Native heritage, traditions, and language to nurture one's spirit and perpetuate the success of the whole learning community

BRAVERY, HONESTY, RESPECT, LOVE, WISDOM, HUMILITY, TRUTH

Educators:

- a. Begin every lesson or unit with an exploration and respect for students' existing knowledge and experiences, including cultural knowledge. Assist students to recognize the integrity of their own knowledge before using that knowledge as a springboard to new learning and understandings

- b. Assist students to engage in and independently lead traditional practices as an integral part of everyday learning
- c. Arrange instruction such that students learn through serving as models for and observing one another strengthen their cultural knowledge and skills
- d. Embrace Native heritage, traditions, and language by continuous self-development and learning of Native heritage, traditions, and language
- e. Promote student practices that are consistent with the 7 Ways of Knowing and the Seven Core Values and are expressed through knowledge of Native heritage, traditions, and language.

Students:

- a. Recognize their prior knowledge and experiences have value and integrity through classroom sharing and application to learning.
- b. Lead cultural routines and traditional practices.
- c. Work together to socialize learning and observe to strengthen cultural knowledge and skills.
- d. Identify and learn the heritage, traditions, and languages of American Indian groups.
- e. Learn that their heritage and cultural teachings are applicable to present-day classrooms and worldview.

3. Sustain respect for the integrity of one's own cultural knowledge and provide meaningful opportunities to make new connections among other knowledge systems

BRAVERY, HONESTY, RESPECT, LOVE, WISDOM, HUMILITY, TRUTH

Educators:

- a. Support students in understanding and discussing their own culture
- b. Instill respect and understanding for differences across cultures
- c. Guide students to make meaningful connections between their own culture and a variety of others
- d. Create a classroom environment that mirrors the cultures of students in the classroom, visually and auditorily.
- e. Encourage students to share their culture and cultural practices by displaying language samples, literature, music, foods, games, and artifacts in the classroom
- f. Provide learning experiences that illustrate how each unique culture has an essential place in our global society

Students:

- a. Describe features of their culture and identify commonalities and differences between their culture and other cultures
- b. Discover the roots of specific cultural features or practices and describe how they are still relevant today

4. Create and maintain a learning environment in which all students are actively engaged and contributing members in their learning and in which students learn the value of learning, teaching, leading, and reflecting as lifelong practices.

BRAVERY, HONESTY, RESPECT, LOVE, WISDOM, HUMILITY, TRUTH

Educators:

- a. Honor the knowledge, skills, and ways of knowing of their learners' cultures
- b. Rely on high, yet attainable expectations.
- c. Provide frequent opportunities for learners to engage in the learning, teaching, leading, and reflecting cycle (e.g., project-based learning, teaching younger students)
- d. Form cooperative study groups to enrich learning and facilitate learners' teaching, leading, and reflecting
- e. Focus on the process and value of students' learning, teaching, leading, and reflecting as they pertain to achieving high expectations for themselves
- f. Make relevant connections for students between their current learning, teaching, leading, and reflecting, and the importance of those practices for future opportunities and pursuits
- g. Facilitate exploration of student interests as they relate to future opportunities and pursuits
- h. Support self-directed learning
- i. Effectively use the local community and outside setting as an extension of the classroom learning environment
- j. Utilize the natural environment, structures and models to construct learning environments that are compatible with the cultural and ecological context of American Indian people.

Students:

- a. Identify the ways they, as individuals, learn best and how to use that knowledge to enhance their performance across academic subjects
 - b. Mentor younger students academically and in culture and language learning activities
 - c. Identify short and long term goals for their own success
 - d. Monitor their progress toward achieving short and long term goals
 - e. Seek and attain peer and adult support in achieving short and long term goals
 - f. Consider the environment as an extension of themselves and as such, as a place to be respected
5. Provide safe and supportive places to nurture the physical, mental, intellectual, social, emotional, and spiritual health of the local community

BRAVERY, HONESTY, RESPECT, LOVE, WISDOM, HUMILITY, TRUTH

Educators:

- a. Facilitating frequent meaningful participation of elders
- b. Create and maintain a respectful environment where teachers earn student respect by first and consistently conveying their respect for the students

- c. Create and maintain a safe haven for learning in which all students are actively engaged and contributing members
- d. Serve as trusted adults who have meaningful relationships with students
- e. Honor something positive about each student each day
- f. Conduct lessons in their relevant and meaningful spaces (e.g., science lessons outside)
- g. Provide resources and peer-support and peer-mediation to students as needed
- h. Respond to conflicts, crises, and student trauma with due concern and appropriate action

Students:

- a. Recognize teachers/facilitators throughout the community – Elders, community partners, etc. – and their value to the learning community.
 - b. Learn, through the 7 Ways of Knowing, how personal responsibility plays an important role in school success. From this, they work to attain the respect of their teachers and fellow classmates.
 - c. Offer meaningful feedback and acknowledgement to fellow classmates and teachers.
 - d. Participate in culturally appropriate and meaningful methods (such as talking circles) to peacefully resolve conflicts.
6. Know their content area and how to teach it in a culturally relevant and rigorous way.

BRAVERY, HONESTY, RESPECT, LOVE, WISDOM, HUMILITY, TRUTH

Educators:

- a. Demonstrate the skills for application of the content knowledge they teach in guiding students toward the development of local solutions to everyday problems in the world around them and provide opportunities for researching their solutions.
- b. Demonstrate the ability to acquire an in-depth understanding of the knowledge system indigenous to the place and to the tribal nations in which they are teaching and apply that understanding in their practice.
- c. Demonstrate recognition that many and various cultural traditions from throughout the world, including American Indians, have contributed to the knowledge base reflected in the Minnesota Content Standards.
- d. Pursue studies or professional development across multiple subject areas that are applicable to the curriculum content they teach and apply these studies in their content area in real-world context.
- e. Demonstrate the ability to align their content area or grade subject matter with the standards mentioned in the Memorandum of Agreement and the Minnesota State Standards and based on the Seven Ways of Knowing and the Seven Core Values.

Students:

- a. Apply learned content knowledge toward the development of local solutions to everyday problems in the world around them and investigate opportunities for researching their solutions.
- b. Develop a sense of place and community.

- c. Recognize that many and various cultural traditions from throughout the world, including American Indians, have contributed to the knowledge base reflected in the Minnesota Content Standards.
7. Facilitate, monitor and assess student learning with respect for their individual and cultural needs.

BRAVERY, HONESTY, RESPECT, LOVE, WISDOM, HUMILITY, TRUTH

Educators:

- a. Utilize multiple instructional strategies and apply those strategies appropriately and flexibly in response to the cultural and instructional environment.
- b. Incorporate and build upon the Seven Ways of Knowing and the Seven Core Values in all aspects of their teaching and assessment practices.
- c. Construct and teach through the Seven Ways of Knowing Curriculum Framework.
- d. Demonstrate the ability to utilize a broad assortment of assessment skills and tools in their teaching that maximize the opportunities for students to demonstrate their competence,
- e. Consider all forms of intelligence and problem solving skills in the assessment of the learning potential of students.
- f. Possess the skills to utilize technology as a tool to enhance educational opportunities and to facilitate Indigenous language learning.

Students:

- a. Develop skills that allow them to critically assess whether information presented is historically accurate and relevant from an indigenous worldview.
 - b. Analyze sources of information to determine whose worldview is being presented and whether the information is factual and pertinent from an indigenous worldview.
8. Work as partners with parents, families and the community.

BRAVERY, HONESTY, RESPECT, LOVE, WISDOM, HUMILITY, TRUTH

Educators:

- a. Effectively identify and utilize the resources and expertise in the surrounding community to enhance the learning opportunities of their students
- b. Develop effective partnerships with parents, Elders and community to enhance their curriculum planning
- c. Understand the role and responsibility of the school as a significant factor in the social, economic and political make-up of the community and see the school as a major contributor to the health and well-being of students.
- d. Acknowledge the existence of a community beyond the classroom.
- e. Participate and initiate activities outside the classroom, many involving the members of the local community.

Students:

- a. Identify and utilize the resources and expertise in the surrounding community to enhance the learning opportunities
- b. Develop meaningful partnerships with parents, Elders and the community to enhance their learning
- c. Understand their role and responsibility as a student to the social, economic, and political make-up of the community and see themselves as a contributor to their health, and that of their fellow students and teachers.

9. Participate in and contribute to the teaching profession

BRAVERY, HONESTY, RESPECT, LOVE, WISDOM, HUMILITY, TRUTH

Educators:

- a. Draw upon regional Minnesota Indian Education Association (MIEA), the National Indian Education Association (NIEA), the American Indian Science, Education and Engineering Society (AISES) and other Native educator associations with state and district resources for their own educational improvement and professional growth.
- b. Engage in critical self-assessment and participatory research to ascertain the extent to which their teaching practices are effectively grounded in the Seven Ways of Knowing and the Seven Core Values.
- c. Demonstrate a willingness and ability to contribute to a supportive collegial environment that promotes professional growth of all teachers in the school setting on behalf of their students.

Students:

- a. Recognize their potential to become scholars and teachers by sharing their life experiences, history, and readings with fellow classmates and educators.

APPENDIX B

Target Metrics

ANISHINABE

—Increase by 10% each year, the number of Anishinabe Academy students attending school 90% or more of the time
Percent of students at or above 90% average daily attendance

	BASELINE SY2016		GOAL				
	PCT	N	SY2017	SY2018	SY2019	SY2020	SY2021
ANISHINABE (K-5)	48%	205	58%	68%	78%	88%	98%
AI ALL (K-5)	64%	647	74%	84%	94%	99%	99%
MPS K-5 ALL NON-AI	89%	17587					

—Increase by 10% each year, the number of Anishinabe academy K-3rd graders making a minimum of one year's growth in reading
on fall-spring FAST assessment

Percent of students meeting FAST fall-to-spring growth target in Reading

	BASELINE SY2017*		GOAL			
	PCT	N	SY2018	SY2019	SY2020	SY2021
ANISHINABE (K-3)	TBD					
AI ALL (K-3)	TBD					
MPS K-3 ALL NON-AI	TBD					

SOUTH HS - ALL NATIONS

—Increase by 10% each year, the number of All Nations students attending school 90% or more of the time
Percent of students at or above 90% average daily attendance

TRADITIONAL HS	BASELINE SY2016		GOAL				
	PCT	N	SY2017	SY2018	SY2019	SY2020	SY2021
SOUTH ALL NATIONS (GR9-12)	39%	88	49%	59%	69%	79%	89%
AI TRAD HS ALL (GR9-12)	37%	249	47%	57%	67%	77%	87%
MPS TRAD HS ALL NON-AI	79%	7785					

**Figures include all students with 95+ district membership days*

***Comparison schools include Edison, Henry, Fair, North, Roosevelt, South, Southwest and Washburn*

—Increase by 10% each year, the number of All Nations students entering 10th grade who are credit “on track” for high school graduation

Percent of 10th grade students entering school year credit-ready

TRADITIONAL HS	BEG 2016-17*		SY2018	SY2019	GOAL		
	PCT	N			SY2020	SY2021	SY2022
SOUTH ALL NATIONS (GR10)	38%	93	48%	58%	68%	78%	88%
AI TRAD HS ALL	46%	24	56%	66%	76%	86%	96%
MPS TRAD HS ALL NON-AI	76%						

*Baseline figures are based on October 2016 mid-Q1 Discovery enrollment

NAWAYEE CENTER SCHOOL & AMERICAN INDIAN OIC TAKODA PREP

—Sustain or improve average daily attendance rates of 80% (using 2016 baseline)

Average Daily Attendance

TRADITIONAL HS	SY2016		SY2018	SY2019	GOAL		
	PCT	N			SY2020	SY2021	SY2022
CENTER SCHOOL (GR 7-12)	61%	36	80%	80%	80%	80%	80%
AIOIC - TAKODA (GR 9-12)	80%	28	80%	80%	80%	80%	80%
CAP ALL STUDENTS	74%						

*Figures only include students with total membership days at Center or Takoda in SY2016 that meet or exceed 95 days.

Increase by 10% each year, the percent of students earning 5 or more credits

Percent of students earning 5 or more credits

TRADITIONAL HS	SY2016		SY2018	SY2019	GOAL		
	PCT	N			SY2020	SY2021	SY2022
CENTER SCHOOL (GR 9-12)	23%	13	33%	43%	53%	63%	73%
AIOIC - TAKODA (GR 9-12)	73%	11	83%	93%	100%	100%	100%
MPS TRAD HS ALL	88%						

*Figures only include students continuously enrolled at the same CAP from fall to EOY



MEMORANDUM OF AGREEMENT AMENDMENTS

Between
Minneapolis Public Schools
And
Metropolitan Urban Indian Directors

This document is an amendment to the MOA between Minneapolis Public Schools and Metropolitan Urban Indian Directors signed 12/13/16

Recognizing the importance of meeting students' changing needs and, in an ongoing effort to sustain the relevancy and functionality of the existing MOA, the following amendments have been crafted by the community in partnership with MPS.

1. Pathway Amendment

Making Sanford and Northeast MS part of the Pathway for American Indian Languages and Cultural Learning.

- A. MPS will designate two (2) research-based American Indian Pathways school sites with an emphasis on American Indian culture and language that are academically rigorous and culturally responsive. An American Indian Pathway site for American Indian students requires not only an inclusion of cultural content, but a staff who understands how to teach culturally as well. American Indian Pathways for American Indian students include holistically designed lessons that include kinesthetic learning, and place-based experiential curriculum that incorporates Native languages and that expands the concept of relationships well beyond human-to-human interaction as referenced in **Appendix A of original MOA**
- B. Each year, the District will guarantee pathway middle school placement of all current Anishinabe fifth graders at whichever of the two American Indian Pathway sites corresponds to their home address, with district transportation provided. (see section C. iv. below for details regarding transportation).
 - a. Prior to school request time, Anishinabe staff, supported by the appropriate District departments will collaborate to communicate in person and by letter with the families of current Anishinabe fifth graders about the details of the automatic pathway.
 - b. Prior to the time when students from other K-5 sites are pathwayed to their respective middle schools, all Anishinabe fifth graders (who have not already been assigned to a non-pathway school through the school-request process) will be assigned to one of the two American Indian Pathway sites (Northeast or Sanford) that corresponds to their home address.
 - c. If parents of students who were already assigned to a school through the school-request process at a non-pathway school change their preference and wish to have their student/s assigned to the pathway program, they can still be guaranteed placement with district transportation if they do so on or before June 1 of the year the student is completing fifth grade, if space remains available.

- C. The two sites are intended to demonstrate the integration of culture and academic rigor, and to provide examples for replication in other schools. The two American Indian Pathways schools are: Northeast Middle School (6-8) and Sanford (6-8)
- a. District led American Indian Pathways sites will be defined by the following:
 - i. **Relationships and Cultural Contextualization:** Positive, culturally appropriate relationships are foundational components of an American Indian school/community. The value of relationships within the American Indian community, and the connection between stable student-teacher and student-student relationships and American Indian student achievement are recognized strategies to ensure success. These relationships will be actualized through the establishment of an American Indian student cohort and regularly designated space to support the social-emotional needs of students. Participation in American Indian cultural revitalization education is a choice that is made by students and families and should be honored as a choice throughout their education timespan.
 - ii. **American Indian Language:** The revitalization and maintenance of American Indian Language is essential to provide for a culturally contextualized learning environment. As such the continuation of language education, both revitalization and maintenance, is required as an offering at all Best Practice and American Indian Pathway schools. The tribal communities that remain in MN are the Dakota and Ojibwe and so the languages of these First Nations communities will be given priority.
 - iii. **Potential Universal Instructional Practices Tool:** The Universal Instructional Practice tool could be used for coaching and continuous improvement of teachers. Based on the Standards of Effective Instruction, The Principles of Learning and the Seven Ways of Knowing, the tool could be used as part of an observation and coaching cycle that will enhance teachers' ability to integrate cultural relevance into their instruction. Professional Development could be provided around the American Indian Lens and Ways of Knowing.
 - iv. **Transportation:** To honor our commitment to provide First Nation people unfettered access to the Best Practice and American Indian Pathway sites, students that do not fall within the designated attendance boundaries will be provided transportation to the closest Middle School American Indian Pathway option, through family choice. Disseminating the middle school program at Anishinabe Academy eliminated American Indian Pathway access for the students in the Zone 3 attendance area- this provision will restore access to programming and rectify.
 - v. **Professional Development:** American Indian Pathway schools will partner with MPS Indian Education as they continue to offer professional development for teachers and school staff. The lens encompassed by the Ways of Knowing is such that the learning is not linear but discovered

through seeking understanding. Professional development opportunities will include pedagogy, subject and content specific lessons and integration of cultural contextualization of standards.

1. The MPS Indian Education Professional Development priority for professional development opportunities will be given to teachers from American Indian Pathways, after Best Practice based on available resources.
- vi. **Quarterly Meetings:** American Indian Pathway site teams, specifically those working directly with students from both District and community programs, will commit the time needed to meet quarterly to review data and assess student progress in relationship to the goals identified in the MOA. The targeted outcome of the meeting is to identify interventions to be implemented and connect students to resources as needed.
- vii. **Family Engagement:** Every American Indian Pathway site recognizes that family engagement is a critical component to student success.
1. American Indian Pathway Sites will dedicate time for a designated staff member will act as a liaison with American Indian families encouraging family involvement to support student achievement and attendance.
 2. American Indian Pathway Sites will identify strategies to welcome and engage families as outlined in their family involvement plan.

2. American Indian Services Amendment

Prioritizing work with American Indian based agencies to do culturally related work with Minneapolis Public Schools

- Minneapolis Public Schools recognizes the expertise and inherent value of services that the American Indian community, including tribal affiliated groups provide to the District's American Indian students. The intent of this clause is to reaffirm the commitment of both parties to continue to work together to provide these valuable services to the District's American Indian students. The services provided through the support and recommendations of MUID include but are not limited to:
Educational Programming
 - Mental Health Services/Social Emotional Learning
 - Cultural Enrichment
 - Employment Services
 - College/Career Readiness and Transition
- Utilize Indian Education to connect to resources

3. Representation throughout the Hiring of the Indian Education Director & MOA School Administration

Mandatory community (PIE) involvement in the selection/hiring of the MPS Director of Indian Education

- a. Interview Process for Applicants

A minimum of one member of PIE shall be included in the interview process. The representation of the American Indian community served shall be heard. The individual recommended shall attend an introductory meeting with the members of PIE and MUID.

4. Defining of Expression of Culture

Recognizing the importance of American Indian practices in the lives of students and the American Indian community and as part of the best practice pedagogical strategies, prior memorandums of agreements state the protection of the 'Expression of Culture' hereby defined but not limited to:

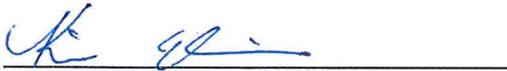
- i. Drumming
- ii. Smudging
- iii. Talking Circles
- iv. Cultural Symbols of Honor for Significant Events (i.e. Eagle Feathers, Medallions, Plumes)
- v. Seven Ways of Knowing (Relating, Language, Behavior, Knowing, Doing, Responsibility, Thinking)
- vi. Additional representation of American Indian Practice as appropriate

Signed by:



Nelson Inz
Board of Education Chairperson

4/16/19
Date



Kim Ellison
Board of Education Clerk

4/16/19
Date



Authorized Representative
Metropolitan Urban Indian Directors

4.30.19
Date

Request for Board Action

Item Title

Memorandum of Agreement with MPS and AchieveMpls

Recommended Motion

Included in Consent Agenda. Moved that the Board authorizes the appropriate Board officer(s) or School District administrator(s) to sign all documents necessary to effectuate these agreements.

Requesting Division

Superintendent

Item File Number

2020-0034

Meeting Date for Action

5/26/2020

Reason for Board Action

Other

Background

The Agreement defines the relationship between MPS and AchieveMpls as it relates to private fundraising and private grants management; support for school funds, scholarships, and department funds; data sharing; community engagement and partnership development and targeted program administration.

The Agreement will be in effect from July 1, 2020, until June 30, 2021. It continues four previous Memoranda of Agreement which went into effect on June 9, 2009, July 1, 2012, July 1, 2015 and July 1, 2018.

Timeline/Next Steps

Both Superintendent Graff and Danielle Grant, Executive Director of AchieveMpls have approved the terms of the 1-year MOA so it just needs to go before MPS board for a vote.

Memorandum of Agreement

Achieve!Minneapolis and Special School District No. 1

WHEREAS, Special School District No. 1, Minneapolis Public Schools (“School District” or “Minneapolis Public Schools”), led by its Board of Education, is a local government unit that provides educational services to children who reside in the city of Minneapolis and is authorized to enter into this agreement; and

WHEREAS, Achieve!Minneapolis, (“AchieveMpls”) is an independent nonprofit charitable corporation created in 2002 as the successor organization to the Minneapolis Public Schools Foundation and the Minneapolis Youth Trust; and

WHEREAS, AchieveMpls qualifies as a charitable organization in good standing with the Minnesota Attorney General’s Office and qualifies as a charitable organization under § 501(c)(3) of the Internal Revenue Code; and

WHEREAS, AchieveMpls is the strategic non-profit partner of the Minneapolis Public Schools and serves as the designated intermediary organization of the School District in matters of private fundraising and fund management; and

WHEREAS, the School District values the role that AchieveMpls plays in identifying, cultivating and raising private funds for School District programs and desires to avoid conflicting and multiple solicitations of private donors; and

WHEREAS, AchieveMpls and the School District share a goal of “every child college and career ready” and both organizations conduct programs, activities and initiatives in support of that goal; and

WHEREAS, the School District may on occasion contract for specific services or program administration with AchieveMpls; and

WHEREAS, AchieveMpls mobilizes community resources in support of the priorities defined by the School District through business, nonprofit and community partnerships and individual volunteerism; and

WHEREAS, AchieveMpls may from time to time be asked to convene stakeholders and community members in order to advocate on behalf of needs defined by the School District; and

WHEREAS, the School District acknowledges that AchieveMpls may independently advocate on behalf of strong public schools and the value of public education

NOW THEREFORE the School District and AchieveMpls (together, the “Parties”) make and enter into this Memorandum of Agreement:

I. Purpose

The Agreement defines the relationship between the School District and AchieveMpls as it relates to private fundraising and private grants management; support for school funds, scholarships, and department funds; data sharing; community engagement and partnership development and targeted program administration.

II. Term of Agreement

This Agreement will be in effect from July 1, 2020 until June 30, 2021. It continues four previous Memoranda of Agreement which went into effect on June 9, 2009, July 1, 2012, July 1, 2015 and July 1, 2018.

III. Organizational Relationship

A. AchieveMpls and the School District shall establish and maintain close collaborative ties and relationships. Each organization will designate a Representative who will be responsible for regular communications between AchieveMpls and the School District and who will be charged with knowing the status of all ongoing activities and collaborative relationships. Each party will keep the other party informed of any change in the designated Representative.

B. The School District shall establish and convene a standing Resource Development Committee of staff representatives from both Parties (the “Committee”), for the purposes of reviewing annually the School District’s funding priorities and jointly determining how AchieveMpls may align its fundraising, partnership development and community engagement activities in support of those priorities.

C. The Committee will annually define a schedule for regular resource development meetings. Members of the Committee will include the Designated Representatives of the two parties and appropriate staff as determined by the Designated Representatives.

D. The Designated Representatives will convene periodic meetings of relevant staff as needed regarding communications and community engagement.

E. The Superintendent and Chair of the School District Board of Education shall serve as ex-officio members of the AchieveMpls Board of Directors with voting privileges. Designees may attend on behalf of ex-officio members but do not have voting privileges.

F. AchieveMpls shall be authorized and licensed to use the name, insignia, logo or other references, including Minneapolis Public Schools, Special School District No. 1, Minneapolis School District or the name of any individual school for the purpose of raising funds for the School District and presenting to the public the joint, supportive and collaborative relationship between the School District and AchieveMpls. AchieveMpls may not assign or sublicense this right without the prior written consent of the Superintendent.

G. AchieveMpls will appear on the School District web site as a strategic partner of the School District. The School District will appear on the AchieveMpls website as a partner and recipient of resources raised on its behalf. AchieveMpls is authorized to solicit contributions for the School District using both the AchieveMpls and the School District web site.

H. The Finance Departments of the Minneapolis Public Schools and AchieveMpls will work collaboratively to monitor compliance with district private grant budgets. AchieveMpls provides summary reports on all district private grants on a quarterly basis to the MPS Finance Department Representative and, the Manager of Grant Funding and Resource Development.

I. The Communications Department of Minneapolis Public Schools and the Communications Department at AchieveMpls will coordinate media strategies, share media contacts and information, jointly plan and produce AchieveMpls segments for School District communications outlets, collaborate on messaging and strive to have their communications aligned.

J. As allowed by law, the Minneapolis Public Schools' Research, Evaluation, Assessment and Accountability ("REAA") Department and AchieveMpls will share both aggregate and individual student-level data related to the College and Career Readiness program, including Career and College Centers, and STEP UP and other mutually agreed upon metrics. REAA will send AchieveMpls a full High School Discovery file quarterly and year-end, as well as National Student Clearinghouse student tracker files mid-year and end of year. Career and College Center staff will have access to the MPS systems (District email, Discovery, Naviance, Classroom for Success, On-Track database, E-tracking, MPS Google, etc.) that are necessary to carry out mutually agreed upon work. The Parties may agree to conduct research projects, but any such research projects must be subject to and follow the established REAA outside research process.

IV. Financial Relationship

A. The Board of Education has the ultimate authority to accept or deny acceptance of gifts to the School District in accordance with board policy and state and federal law.

B. AchieveMpls has the ultimate authority to accept or deny acceptance of gifts to AchieveMpls in accordance with its mission and state and federal law.

C. All requests for private grants for Minneapolis Public Schools which the grantor requires the grantee to be a 501(c)3 organization shall be administered by AchieveMpls. Otherwise, unless approved by the MPS Grant Manager, all private grants should be received and held by Minneapolis Public Schools in accordance with district policies.

D. AchieveMpls is authorized to receive on behalf of the Minneapolis Public Schools gifts, contributions, donations, grants and bequests made to the School District or to a particular school or program operating in the School District per donor restriction in accordance with AchieveMpls gift policy.

F. The Committee will be responsible for coordinating grant prospecting and resolving issues of competition for private grant funds that may arise between the School District and AchieveMpls.

H. Each year AchieveMpls shall make available to the Superintendent or the Superintendent's designee a copy of its Charitable Organization Annual Report and its most current audited Financial Statement.

I. AchieveMpls hereby acknowledges that gifts and contributions that it receives that are intended for a particular school or for other School District programs and activities shall not be used for other purposes. All administration of funds by AchieveMpls shall be consistent with laws governing tax-exempt organizations.

J. If a school, departmental or scholarship fund closes for whatever reason, the Committee will determine disposition of the remaining funds, according to legal requirements and donor intent.

K. AchieveMpls agrees to abide by the School District's standard assurances attached to and incorporated in this agreement as Exhibit #1.

V. Private Grants to the School District

A. Definitions

1. For the purposes of this agreement, "private" will be defined as nongovernmental entities including foundations, corporations and corporate giving programs, and family funds.

2. For the purposes of this agreement, a "grant" will be defined as external funding where there is an agreement representing the gifting of funds from a grantor to support restricted or unrestricted services and activities, and where an application has been made and reporting and/or deliverables are required.

B. All private District grants that require a 501(c)3 sponsor, shall be processed by AchieveMpls.

C. Private grant activity, from the point of prospect through receipt of funds, will be vetted by the Committee as appropriate.

D. The CEO of AchieveMpls will be the primary signer for grant proposals to private entities for private District grants that require a 501(c)3 sponsor. The Superintendent of the School District will co-sign private grant proposals if required by the grant.

E. Standard Private Grant Administration Activities

1. AchieveMpls shall be fiscally responsible for the stewardship of grant funds it receives, and shall prepare quarterly reports on income and expenses, as well as current fund balances, for the grants that it manages, and shall provide these reports to the MPS Finance Department Representative.
2. AchieveMpls shall acknowledge donors per IRS regulations and shall acknowledge donors in its annual report to the community.
3. AchieveMpls shall ensure proper recording of all grants and shall manage the funds in accordance with generally accepted accounting standards. The funds shall be administered subject to audit and in compliance with Minnesota State and Federal requirements.
4. AchieveMpls shall forward reporting guidelines and timelines to MPS Manager of Grant Funding and Resource Development.
5. The School District shall ensure that all required reports are developed and submitted to AchieveMpls or directly to the funder in a timely manner. AchieveMpls shall submit reports to funders, when applicable, and maintain copies of these grant reports on file.
6. The School District will submit a timely status report to AchieveMpls of current private District grant financial activities as per the terms of the grant.
7. AchieveMpls will submit a timely status report to the MPS Finance Department Representative of current private District grant financial activities as per the terms of the grant.
8. School District and AchieveMpls will have access to private District grant files of the other party.

F. Disbursement of Private Grant Funds

1. AchieveMpls shall disburse grant funds in accordance with the restrictions set by donors. AchieveMpls shall make disbursements in a reasonable time after qualified written requests are made by the School District.
2. A qualified written request includes the following elements: validated written invoice with original signature of a School District authorized grant manager or designee; payee contact information; original receipts or detail of incurred expenses for reimbursement or a detail of anticipated budgeted expenditures; current date and date expenses were incurred.
3. AchieveMpls is authorized to retain and disburse private grant funds restricted for non-educational purposes such as food, household items, clothing, extra-curricular activity fees, etc.
4. The School District shall not invoice AchieveMpls for amounts less than \$250, unless for the purpose of closing an account.

G. Fee for Administrative Services for private District grants

1. Private District grants received directly by AchieveMpls on behalf of the School District will be assessed a one-time, eight percent (8%) administrative fee upon receipt of funds. The district will not assume any responsibility for administrative fees for private grants.
2. Private District grants received directly by the School District will be assessed a one-time, eight percent (8%) administrative fee. The district will not assume any responsibility for administrative fees for private grants.
 - a. School District will pay collected fees on private grants quarterly to AchieveMpls.
 - b. School District will review with AchieveMpls all private grants collected on an annual basis.
3. If revenue from administrative fees on private District grants are raised in excess of the annual fundraising, grants administration and grants management budget, AchieveMpls will reserve those excess funds for the following fiscal year's fundraising, grants administration and grants management activities for District, school and departmental funds.
4. Investment income generated on private District grant balances of \$50,000 or greater will be retained in the grant account and used for the original grant purposes, unless otherwise agreed with the grantor. Investment earnings for the prior quarter will be reported to the District on a quarterly basis.

H. Fundraising Priority Areas for AchieveMpls

1. AchieveMpls shall focus its private District grant and individual District fundraising activities on priorities determined by the Superintendent and senior staff of the School District. The Committee will use this information in its work developing the fundraising plan and calendar.
2. In addition to the standard administrative services for grants outlined above, AchieveMpls, in collaboration with the School District, will provide enhanced grant services for the priority areas including the following: donor research; communication with donor; management of solicitation and proposal submission process; review of grant proposals and budgets; coordinating and leading site visits; and press releases when appropriate.

VI. Individual Contributions

A. Definition: Individual contributions include gifts of cash from personal bank accounts or personal credit cards, gifts of publicly traded stock and matching gifts related to individual donations.

B. Standard Individual Contribution Administrative Activities

1. Both the School District and AchieveMpls shall continue to receive and acknowledge contributions from individuals directed to it.
2. AchieveMpls and the School District shall ensure proper recording of all gifts and contributions from individuals and shall manage the funds in accordance with generally accepted accounting standards. The funds shall be administered subject to audit and in compliance with Minnesota and Federal requirements.
3. Individual contributions designated by a donor in support of a district funding priority may be assessed an administrative fee. Upon receipt of these contributions, an eight (8%) administrative fee will be assessed when AchieveMpls has led the efforts for donor research and cultivation.

VII. Scholarships and Award Funds

A. Definition: AchieveMpls administers and manages private scholarship and award funds for students, teachers and administrators of the School District.

B. Management of the scholarship funds includes meeting with donors to match their interest with needs of District students and staff, designing the scholarship documents and process, disseminating information to school committees, monitoring deadlines, receiving recipient information from schools, acknowledging contributions, providing ongoing notification about the scholarship recipients, maintaining communication with students about their college plans, facilitating the process of scholarship payments, and reporting to donors.

C. Management of award funds includes meeting with donors to match their interest with needs of District students and/or staff, designing award documents and processes, disseminating information, monitoring deadlines, coordinating selection, maintaining communication with awardees, facilitating payments, and reporting to donors.

D. AchieveMpls accepts, acknowledges and processes gifts made for scholarships and awards.

E. AchieveMpls will assess an administrative fee of eight percent (8%) on scholarship and award funds, unless there is a prior agreement with the donor.

F. Contributions by donors will be paid out over time until the principal is exhausted.

VIII. School Fund Accounts

A. Definition: School fund accounts are set up at AchieveMpls for gifts restricted to specific School District schools.

B. AchieveMpls does not conduct fundraising activities for schools, but does collaborate to provide support and advice for fundraising activities by schools in accordance with school district policies.

C. Administration of School Fund Accounts

1. The School District will encourage every school to use an account at AchieveMpls.
2. AchieveMpls will provide quarterly income and balance statements for school funds with balances greater than \$500. AchieveMpls will provide an annual statement for all school funds with a balance.
3. Administration of contributions to school funds will follow the standard administrative guidelines established above.
4. AchieveMpls will disburse funds in accordance with donor restrictions.
5. AchieveMpls will make disbursements in a reasonable time after qualified written requests are approved and received.
6. Qualified written requests include the following elements: AchieveMpls request form with original signature of principal or designee; invoice and W-9 as required (for vendor payment), receipt (for staff reimbursement); or detail of budget expense and account codes (for sending money to the District), as well as approval from MPS Finance Department.
7. School funds shall not invoice AchieveMpls for amounts less than \$250, unless for the purpose of closing a school fund account.
8. No administrative fee will be assessed on gifts from individuals to school fund accounts. As cited in Section V. G 1 & 2, all grants will be assessed an eight (8%) administrative fee.
9. Principals will notify AchieveMpls and the School District Office of Resource Development and Innovation of their upcoming fundraising campaigns when possible.
10. During fundraising campaigns/activities AchieveMpls will provide a reasonable number of additional reports to the fundraising coordinator for timely record keeping. Clear expectations

about the scope of work by AchieveMpls for any specific campaign should be worked out in advance with the principal and fundraising coordinator.

11. Public requests for information about school funds will be directed to the school principal or the principal's designee.

IX. Department and Program Accounts

A. Definition: Department and program accounts are set up at AchieveMpls to accept accepts donations for School District-approved programs, departments and activities.

B. Administration of Department and Program Accounts hosted by AchieveMpls

1. AchieveMpls will host accounts for School District departments and programs.
2. New department and program accounts are established at AchieveMpls with the authorization of the School District Superintendent or designee.
3. Each department or program account will have a designated School District representative who receives reports, requests payments and has oversight over the fund.
4. Administration, reporting and disbursement for department and program accounts will follow the standard administrative guidelines established above.

X. Fees for administration of Scholarship and Award Funds, School Funds, Departmental Funds and Program Funds

A. School District shall pay an annual flat fee of \$140,000 to AchieveMpls for management of school funds, scholarships and awards, program funds and departmental funds.

XII. Program Administration

A. Purpose: The School District may contract with AchieveMpls for the provision of specific services or program administration, for example for operation of the College and Career Centers in School District high schools and contract alternative schools.

B. Program administration shall be established, defined and governed by individual contracts consistent with the District's annual budget process.

XIII. Termination of the Agreement

This Agreement may be terminated with or without cause, by either party upon

sixty (60) days' written notice to the Superintendent of the School District or CEO of AchieveMpls. Termination of this Agreement shall not discharge any liability, responsibility or right of any party that arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination. In the event either party notifies the other of its intent to terminate the Agreement, the Parties shall meet to discuss in good faith the expeditious and efficient separation of the Parties' assets and ongoing obligations, consistent with obligations imposed by applicable law, by donors, and by other interested parties.

XIV. General Liability

Each party to this Agreement shall be liable for its own acts and the results thereof and shall not be responsible for the acts of the other party, its officers, employees or agents. The School District is self-insured for General Liability and Workers Compensation exposures. AchieveMpls shall maintain 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. AchieveMpls may meet the limits above \$1,000,000 per occurrence through umbrella or excess coverage.

AchieveMpls 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. AchieveMpls 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.

XIII. Amendments

Modification of this Agreement by the parties shall not be effective except upon a written document evidencing the modification and the mutual consent of the parties.

Agreed to by:

For School District Date

For AchieveMpls Date

Exhibit #1: Standard Assurances for the Minneapolis Public Schools

AchieveMpls is the Contractor for purposes of this Exhibit.

Exhibit 1

STANDARD ASSURANCES

NON-DISCRIMINATION. During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status or public assistance status. The Contractor will take affirmative action to ensure that applicants for employment and employees are treated without unlawful discrimination or harassment because of their race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status or public assistance status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, all required notices that set forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, age, marital status, or public assistance status.

No funds received under this Contract shall be used to provide religious or sectarian training or services.

The Contractor shall comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

- A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e et seq.
- B. Executive Order 11246, as amended, incorporated herein by reference.
- C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 et seq. and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act.
- D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq. as amended, and Minn. Stat. § 181.81.
- E. The Equal Pay Act of 1963, as amended, § 29 U.S.C. § 206.
- F. Minn. Stat. Ch. 363A, as amended.
- G. Minn. Stat. § 181.59
- H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., 47 U.S.C. §§ 225, 611, 29 C.F.R. § 1630.

2. DATA PRIVACY. For purposes of this Contract all data on individuals created, collected, received, stored, used, or disseminated by Contractor in the performance of this Contract are subject to the requirements of the Minnesota Data Practices Act, Minn. Stat. Chapter 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as any applicable Federal laws on data privacy, and 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. All subcontracts shall contain the same or similar data practices compliance requirements.

3. RECORDS DISCLOSURE/RETENTION. Contractor's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract may be subject to the examination, duplication, transcription and audit by the School District and the State Auditor, in accordance with Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used

for any work under this Contract. The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

4. WORKER HEALTH, SAFETY AND TRAINING. Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. Each Contractor shall comply with federal, state and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act that are applicable to the work to be performed by Contractor. Each Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

5. BUREAU OF CITIZENSHIP AND IMMIGRATION SERVICES (BCIS) REQUIREMENTS.

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.

Exhibit #2: Certificate of Liability

AchieveMpls is the Contractor for purposes of this Exhibit.

Exhibit 2

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