

Agenda

- 1) Call to Order
- 2) Roll Call
- 3) Adoption of the Agenda
- 4) Acceptance of Minutes
 - a. May 12, 2020 Minutes
 - b. May 26, 2020 Minutes
 - c. June 2, 2020 Minutes
 - d. June 9, 2020 Minutes
 - e. July 28, 2020 Minutes
- 5) Public Comments
- 6) Reports and Recommendations from the Superintendent of Schools
 - a. Climate Framework
- 7) Action Items by the Board of Education
 - a. Approval of the Consent Agenda
 1. Personnel Items
 - a. Approval of List A personnel matters (2020-08-ER-A)
 - b. Approval of List B personnel matters (2020-08-ER-B)
 2. Contracts
 - a. Contract amendment with Allied Blacktop Company for sidewalk and parking lot work (2020-12793)
 - b. Contract with Arch Language Network for district wide interpretation services (2020-4400000582)
 - c. Contract amendment with Carahsoft Palo Alto for additional device licenses (2020-4400000474)
 - d. Contract with the Center for Black Educator Development for professional development services (2020-4400000656)
 - e. Contract amendment with Harris St. Paul, Inc. for projects at Olson Middle School and Barton School (2020-12800)
 - f. Contract amendment with Hewlett-Packard Financial Services to lease computers and devices (2020-4400000511)
 - g. Contract with iDreamTV for video production services (2020-4400000576)
 - h. Contract with Insight Public Sector Inc. for G-Suite Enterprise licenses (2020-4400000620)
 - i. Contract with Insight Public Sector Inc. for Microsoft Azure cloud services (2020-4400000653)
 - j. Contract with JAMF Holding Inc. for software licenses (2020-4400000621)
 - k. Contract with Language Line for language translation services (2020-4400000583)
 - l. Contract with Metro Transit for student bus passes and tokens (2020-12657)
 - m. Contract with RiCOH for copying and printing services (2020-4400000655)

- n. Contract amendment with T-Mobile for internet hotspots (2020-4400000624)
- 3. Resolutions
 - a. Resolution for 2020-21 Membership in the Minnesota State High School League
- 4. Agreements
 - a. Acceptance of minor amendments to the Memorandum of Understanding with the Minneapolis Park and Recreation Board
 - b. Authorization of short-term renewal of use and management agreement with YWCA Minneapolis for fieldhouse
 - c. Approval of 2020-21 and 2021-22 school year calendar changes
 - d. Approval of e-learning day plan for the 2020-21 school year
- 8) New Business
- 9) Reports and Comments from Board of Education Directors
- 10) Closed Session
- 11) Adjournment

Minneapolis Public Schools – Board of Education
Special School District No. 1
Regular Business Meeting
May 12, 2020

I. CALL TO ORDER

Call to Order of the Board of Education. Pursuant to due notice mailed to each member of the Board of Education not less than three days prior to the time of such meeting, the Board members met electronically in a regular meeting conducted in accordance with Minnesota Statutes 13D.021 on May 12, 2020, commencing at 5:30 pm. Chair Ellison called the meeting to order.

II. ROLL CALL

Present: Directors: Siad Ali, Jenny Arneson, Kimberly Caprini, Kim Ellison, KerryJo Felder; Nelson Inz, Ira Jourdain, Josh Pauly, Bob Walser, Student Representative Genene, Superintendent Ed Graff – 11

III. APPROVAL OF THE AGENDA

MOTION: Director Inz moved, seconded by Director Caprini that the Board of Education, Special School District No. 1, approve the Agenda for May 12, 2020. Motion to approve the agenda was put to a roll-call vote and carried unanimously.

IV. APPROVAL OF MINUTES

MOTION: Director Pauly moved, seconded by Director Arneson that the Board of Education, Special School District No. 1, approve the Minutes for April 14, 2020. Motion to approve the Minutes was put to a roll-call vote and carried out unanimously.

V. RECOGNITIONS

VI. PUBLIC COMMENTS

The Board listened to Public Comment left via Voicemail and played during the meeting.

VII. REPORTS AND RECOMMENDATIONS FROM THE SUPERINTENDENT OF SCHOOLS

Student Placement Policies (Policies 5262, 5263, 6120, 6130)

MOTION: Director Arneson moved, seconded by Director Walser, that the Board of Education, Special School District No. 1, take a 10-minute recess. Motion to recess was put to a roll call vote and carried unanimously.

VIII. ACTION ITEMS BY THE BOARD OF EDUCATION

A. Comprehensive District Design

Resolution Enacting the Comprehensive District Design

WHEREAS, structural and policy level factors exist within Minneapolis Public Schools that deprive students of the educational experience they need and deserve; and

WHEREAS, vast differences in outcomes and experiences for students exist by race, geography, housing status, and other characteristics; and

WHEREAS, the Superintendent was directed to bring forth a set of recommendations to correct injustices, collectively known as the Comprehensive District Design, for Board action.

SO, THEREFORE, BE IT RESOLVED that the Board of Directors of Special School District No. 1, hereby approves the proposed schools and their configurations, attendance boundaries, and program assignments (item 2020-0021A), effective beginning with the 2021-2022 school year; and

FURTHER BE IT RESOLVED that the Superintendent is directed and empowered to bring forth, for Board review and comment, corresponding plans on academics, implementation, evaluation, staffing, communications, and others as necessary; and

FURTHER BE IT RESOLVED that the Superintendent is directed and empowered to bring forth, for Board consideration and approval, any necessary policy changes to successfully execute the design; and

FURTHER BE IT RESOLVED that the Superintendent is directed and empowered to bring forth, for Board approval, aligned future budgetary and capital plan proposals to successfully execute the design.

FINALLY, BE IT RESOLVED that the Superintendent is directed to provide monthly updates to the Board of Directors on design implementation and evaluation until such a time when an accountability dashboard is available and reporting schedule established.

MOTION: Director Arneson moved, seconded by Director Ali, that the Board of Education, Special School District No. 1, approve the Resolution Enacting the Comprehensive District Design.

AMENDMENT: Director Felder moved, seconded by Director Walser, Amendment 1 (<https://v3.boardbook.org/Public/PublicItemDownload.aspx?ik=46318519>). The motion to approve the amendment was put to a roll-call vote and failed to pass.

Director	YEA	NAY
Arneson		X
Felder	X	
Ali		X
Walser	X	
Inz		X
Jourdain	X	
Caprini		X
Pauly		X
Ellison		X

MOTION: Director Walser moved, seconded by Director Felder, that the Board of Education, Special School District No. 1, table the Resolution Enacting the

Comprehensive District Design until an EDIA is completed. Motion was put to a rollcall vote and failed to pass.

Director	YEA	NAY
Arneson		X
Felder	X	
Ali		X
Walser	X	
Inz		X
Jourdain	X	
Caprini		X
Pauly		X
Ellison		X

VOTE: Motion to approve the Resolution Enacting the Comprehensive District Design was put to a vote and passed by majority.

Director	YEA	NAY
Arneson	X	
Felder		X
Ali	X	
Walser		X
Inz	X	
Jourdain		X
Caprini	X	
Pauly	X	
Ellison	X	

B. Approval of Consent Agenda

These action items represent those that do not involve major policy decisions, budget decisions, taxing decisions, bond awards or items related to the Superintendent’s contract of evaluation. Business items on this agenda are previously authorized or budgeted expenditures.

MOTION: Director Caprini moved, seconded by Director Pauly, that the Board of Education, Special School District No. 1, approve the consent agenda and adopt the recommendations as presented by the Superintendent. The motion to approve the consent agenda was put to a roll-call vote and carried out by majority.

Director	YEA	NAY
Ali	X	
Arneson	X	
Caprini	X	
Ellison	X	

Felder	X	
Inz		
Jourdain	X	
Pauly	X	
Walser	X	

IX. NEW BUSINESS

A. Resolution Condemning Xenophobic, Racist, and All Anti-Asian Attacks Elevated by COVID-19

***WHEREAS,** COVID-19 is fueling bias, fear, hostility, hate and racism against our Asian and Pacific Islander (API) communities; and*

***WHEREAS,** Minneapolis Public Schools believes that students deserve respectful learning environments in which their racial and ethnic diversity is valued and celebrated; and*

***WHEREAS,** API students, staff, families, and community are valued members of a thriving diverse Minneapolis Public Schools family that spans languages, nationalities, ethnicities, cultures and more; and*

***WHEREAS,** throughout history pandemics and other events have bred misinformation, hysteria, stigma, scapegoating and racial and ethnic discrimination; and*

***WHEREAS,** Minneapolis Public Schools recognizes and acknowledges that our API community has historically experienced discrimination, xenophobia and racism resulting in historical trauma, feelings of invisibility, and negative effects on the overall health and well-being of our neighbors prior to those experienced in the wake of COVID-19; and*

***WHEREAS,** anti-Asian stigma has galvanized white nationalism and supremacy culture that promotes and breeds discord; and*

***WHEREAS,** communities of API descent have experienced a surge of racial shunning, harassment, discrimination, and violent attacks as a result of the COVID- 19 pandemic; and*

***WHEREAS,** there is an increase of racist rhetoric and terminology identifying COVID-19 using language that is marginalizing and debilitating to the humanity of our API students, staff, families and community; and*

***WHEREAS,** in Minnesota numerous reports of racial incidents and hate crimes targeted towards individuals of Asian descent have been disclosed and stories are emerging in Minneapolis about harassment, discrimination and bias that is making API community members feel targeted; and*

***WHEREAS,** as communities adapt and respond to COVID-19, API Minnesotans also report that their safety and equal access to goods and services is compromised because of increasing harassment, xenophobic and racist behaviors; and*

***WHEREAS,** Minneapolis Public Schools maintains and enforces racial equity, gender inclusion, equal opportunity/non-discrimination, anti-bullying, anti-harassment, anti-violence, behavior standards, and anti-retaliation policies; and 2020-0028*

WHEREAS, Minneapolis Public Schools provides educators with the expectations, resources, and support to provide instruction to students in digital citizenship, bullying prevention and specific lessons on coronavirus stereotypes, fears and racism.

SO, THEREFORE, BE IT RESOLVED that the Board of Directors of Special School District No. 1, joins our colleagues in Saint Paul Public Schools, and hereby reaffirms all policies, practices and procedures to hold ourselves accountable to ensure that our API students, staff, families and community are not subjected to bias, harassment, discrimination, violence or retaliation; and

FURTHER BE IT RESOLVED that Minneapolis Public Schools will provide accurate, effective and unbiased messaging related to the COVID-19 virus; and

FURTHER BE IT RESOLVED that Minneapolis Public Schools condemns any anti-Asian sentiments targeting our API students, staff, families and community; and **FURTHER BE IT RESOLVED** that Minneapolis Public Schools commits to partnering with public and private institutions/organizations working to address xenophobia and racism subjected to Asian and Pacific Islanders in Minnesota; and

FINALLY, BE IT RESOLVED the Board of Directors of Special School District No. 1, urges local, state, and federal authorities to take immediate action to ensure the safety of these communities against racism and xenophobia.

MOTION: Director Jourdain moved, seconded by Director Felder, that the Board of Education, Special School District No. 1, approve the resolution condemning xenophobic, racist, and all anti-Asian attacks elevated by COVID-19. The motion to approve the resolution was put to a roll-call vote and carried out unanimously.

B. Resolution Supporting Increased Federal Education Funding

WHEREAS, the COVID-19 pandemic is a monumental and unprecedented challenge, emerging quickly and demanding an immediate overhaul of the instructional plans and strategies of school systems across the country; and

WHEREAS, the nation's public schools remain committed to delivering high-quality instruction while ensuring the health and safety of our students and staff; and

WHEREAS, this challenge will persist and likely grow as COVID-19 affects our economy and destabilizes funding for public schools; and

WHEREAS, reputable economists have predicted the end of the nation's economic expansion and forecast a recession that may be deep and long-lasting; and

WHEREAS, any nationwide recession is likely to affect urban areas and their poorest citizens most severely; and

WHEREAS, the numbers of unemployment claims in the nation's big cities are already the highest we have seen since the Great Depression and may only grow; and

WHEREAS, urban public-school systems across the country are already incurring substantial unexpected costs to provide meal services and purchase and deploy digital instructional devices; and

WHEREAS, urban public-school systems are facing difficult decisions about how to allocate dwindling financial resources to sustain high-quality instruction and other essential services for students and families over the next several years; and

WHEREAS, revenue shortfalls will unequivocally result in budget cuts and personnel reductions in urban school systems;

WHEREAS, these budget cuts will be happening at the same time that urban public school systems will be working to address the immense instructional challenge of unfinished learning that many students will face coming out of this school year; and

WHEREAS, the American Recovery and Reinvestment ACT (ARRA) of 2009 provided \$100 billion in education funding with investments in both the education stabilization fund and various federal categorical programs for public schools, such as Title I and the Individuals with Disabilities Act; and

WHEREAS, Congress followed ARRA in 2010 with \$10 billion in additional funding for the Education Jobs Fund to help school districts retain existing employees, recall former employees, and hire new ones; and 2020-0029

WHEREAS, by comparison the recent Coronavirus Aid, Relief, and Economic Security (CARES) Act provides only \$13 billion for education stabilization funding, which is less than half of one percent of the total \$2.2 trillion relief provided in the CARES Act and is far below the investment that the federal government provided in 2009 and 2010 in ARRA and the Education Jobs fund; and
WHEREAS, public education is one of the largest employers of any organization, public or private, in the nation; and

WHEREAS, published economic research has demonstrated a strong connection between a country's GDP growth and its investments in elementary and secondary education; and

WHEREAS, research has repeatedly found a strong causal relationship between levels of schooling and wages that individuals earn over a lifetime; and **WHEREAS**, for public schools to thrive and for our students to realize a bright and productive future, the federal government needs to make a substantial new investment in our wellbeing; and

WHEREAS, the Council of the Great City Schools, the National Education Association, the American Federation of Teachers, the National School Boards Association, the American Association of School Administrators, and the National Parent Teachers Association, and others have called for some \$200 billion in relief for the nation's public schools; and

WHEREAS, this level of funding is the minimum needed by the nation's urban public schools to sustain and accelerate their academic achievement trends over the past decade, including gains in reading and math achievement that outpace the national average;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Special School District No. 1 hereby calls on its Congressional delegation, including our United States Senators and House of Representative members, to advocate for and approve additional federal education funding for our nation's public schools.

MOTION: Director Ali moved, seconded by Director Walser, that the Board of Education, Special School District No. 1, approve the resolution supporting increased federal education funding. The motion to approve the resolution was put to a roll-call vote and carried out unanimously.

X. REPORTS AND COMMENTS FROM BOARD OF EDUCATION DIRECTORS

Director Pauly and Director Felder gave very brief remarks, no other Directors had remarks.

XI. ADJOURNMENT

MOTION: Director Arneson moved, seconded by Director Ali that the Board of Education, Special School District No. 1, adjourn the meeting at 9:56 p.m. The motion to adjourn was put to a vote and carried out by those present

Director	YEA	NAY
Ali	X	
Arneson	X	
Caprini	X	
Ellison	X	
Felder	X	
Inz	X	
Jourdain		
Pauly	X	
Walser	X	

XII.

FULL LIST OF CONSENT AGENDA

A. Contracts Requiring Board of Education Approval

1. Allied Blacktop
2. Sheehy Construction

Minneapolis Public Schools – Board of Education
Special School District No. 1
Special Business Meeting
May 26, 2020

I. CALL TO ORDER

Call to Order of the Board of Education. Pursuant to due notice mailed to each member of the Board of Education not less than three days prior to the time of such meeting, the Board members met electronically in a special meeting conducted in accordance with Minnesota Statutes 13D.021 on May 26, 2020, commencing at 5:301 pm. Chair Ellison called the meeting to order.

II. ROLL CALL

Present: Directors: Siad Ali, Jenny Arneson, Kimberly Caprini, Kim Ellison, KerryJo Felder; Nelson Inz, Ira Jourdain, Josh Pauly, Bob Walser, Student Representative Genene, Superintendent Ed Graff – 11

III. APPROVAL OF THE AGENDA

MOTION: Director Inz moved, seconded by Director Caprini that the Board of Education, Special School District No. 1, approve the Agenda for May 26, 2020. Motion to approve the agenda was put to a roll-call vote and carried unanimously.

IV. APPROVAL OF MINUTES

MOTION: Director Pauly moved, seconded by Director Arneson that the Board of Education, Special School District No. 1, approve the Minutes for April 14, 2020. Motion to approve the Minutes was put to a roll-call vote and carried out unanimously.

V. RECOGNITIONS

VI. PUBLIC COMMENTS

None were received

VII. REPORTS AND RECOMMENDATIONS FROM THE SUPERINTENDENT OF SCHOOLS – NO VOTE

- A. S2020-21 Budget
- B. Capital Plan
- C. Comprehensive District Design Metrics

VIII. ACTION ITEMS BY THE BOARD OF EDUCATION

A. Approval of Consent Agenda

These action items represent those that do not involve major policy decisions, budget decisions, taxing decisions, bond awards or items related to the Superintendent's contract of evaluation. Business items on this agenda are previously authorized or budgeted expenditures.

MOTION: Director Caprini moved, seconded by Director Arneson, that the Board of Education, Special School District No. 1, approve the consent agenda and adopt the recommendations as presented by the Superintendent. The motion to approve the consent agenda was put to a roll-call vote and carried out unanimously.

B. Resolution to Amend the District’s 2019-2020 General Fund Budget

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.

MOTION: Director Caprini moved, seconded by Director Inz, that the Board of Education, Special School District No. 1, approve the resolution to amend the 2019-2020 budget. The motion to approve the resolution was put to a roll-call vote and carried out by majority.

Director	YEA	NAY
Ali	X	
Arneson	X	
Caprini	X	
Ellison	X	
Felder		X
Inz	X	
Jourdain		X
Pauly	X	
Walser		X

IX. ADJOURNMENT

MOTION: Director Pauly moved, seconded by Director Caprini that the Board of Education, Special School District No. 1, adjourn the meeting at 8:24 p.m. The motion to adjourn was put to a vote and carried out by majority.

Director	YEA	NAY
Ali	X	
Arneson	X	
Caprini	X	
Ellison	No vote recorded	
Felder	X	
Inz	X	
Jourdain	X	
Pauly	X	
Walser	X	

DRAFT

X. 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 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

DRAFT

Minneapolis Public Schools – Board of Education
Special School District No. 1
Special Business Meeting
June 2, 2020

I. CALL TO ORDER

Call to Order of the Board of Education. Pursuant to due notice mailed to each member of the Board of Education not less than three days prior to the time of such meeting, the Board members met electronically in a special meeting conducted in accordance with Minnesota Statutes 13D.021 on June 2, 2020, commencing at 5:30 pm. Chair Ellison called the meeting to order.

II. ROLL CALL

Present: Directors: Siad Ali, Jenny Arneson, Kimberly Caprini, Kim Ellison, KerryJo Felder; Nelson Inz, Ira Jourdain, Josh Pauly, Bob Walser, Student Representative Geneve, Superintendent Ed Graff – 11

III. APPROVAL OF THE AGENDA

MOTION: Director Inz moved, seconded by Director Arneson that the Board of Education, Special School District No. 1, approve the Agenda for June 2, 2020. Motion to approve the agenda was put to a roll-call vote and carried unanimously.

IV. ACTION ITEMS BY THE BOARD OF EDUCATION

Resolution to Terminate the Contract for Services with the Minneapolis Police Department for the Services of School Resource Officers

***WHEREAS**, Special School District No. 1, Minneapolis Public Schools (District) is responsible for all interactions students have with adults in our school buildings in order to promote a positive school climate; and*

***WHEREAS**, recent actions of officers in the Minneapolis Police Department run directly counter to the values the District seeks in partners; and*

***WHEREAS**, the District has decided the current contract and any continuing contract for services with the Minneapolis Police Department do not align with the priorities of the District's equity and social emotional learning goals; and*

***WHEREAS**, District policy 1304 states, "Minneapolis Public Schools is committed to identifying and correcting practices and policies that perpetuate the achievement gap and institutional racism in all forms in order to provide all of its students with the opportunity to succeed...the elimination of bias, particularly racism and cultural bias, as factors affecting student achievement and learning experiences, and to promote learning and work environments that welcome, respect and value diversity."*

***SO, THEREFORE, BE IT RESOLVED** that the Board of Directors, Special School District No. 1, terminates the Contract for Services with the Minneapolis Police Department for the services of School Resource Officers, and directs the Superintendent to take action necessary to terminate the contract.*

FURTHER BE IT RESOLVED that the Board of Directors, Special School District No. 1 directs the Superintendent to cease any further negotiations with the Minneapolis Police Department for the services of School Resource Officers.

FINALLY, BE IT RESOLVED that the Board of Directors, Special School District No. 1 directs the Superintendent to provide the Board of Directors with recommendations on how the students of the District will be served and safety maintained by August 18, 2020.

MOTION: Director Pauly moved, seconded by Director Ali, that the Board of Education, Special School District No. 1, approve the Resolution to Terminate the Contract for Services with the Minneapolis Police Department for the Services of School Resource Officers.

AMENDMENT: Director Walser moved, seconded by Director Felder, to amend the resolution by inserting the following after the last Be it Resolved: Finally, be it Resolved, that the Board of Directors of Special School District 1 directs the Superintendent to provide the Board of Directors with a plan to add to the Predictable Staffing Model the hiring of additional black, indigenous, people of color, and culturally responsive staff to support the implementation of Restorative Justice practices. The amendment was put to a roll call vote and failed to pass.

Director	YEA	NAY
Arneson		X
Felder	X	
Ali		X
Walser	X	
Inz		X
Jourdain	X	
Caprini	Abstain	
Pauly		X
Ellison		X

AMENDMENT: Director Felder moved, seconded by Director Walser, to amend the resolution by inserting the following after the last 'BE IT RESOLVED': FINALLY, BE IT RESOLVED that the Board of Directors, Special School District No. 1 directs the Superintendent to provide the Board of Directors with a predictable staffing model that includes behavior intervention specialists and mental health workers for high-needs schools to ensure the safety of students.

AMENDMENT to AMENDMENT:

Director Caprini moved, seconded by Director Felder to amend the previous Amendment to read: BE IT RESOLVED that the Board of Directors, Special School District No 1 directs the Superintendent to provide the Board of Directors with a model which will include some or all of these. District staff, behavior

intervention specialist, mental health workers and community partnerships for high-needs schools to ensure the safety of students. The motion to amend the amendment was put to a roll call vote and passed by majority.

Director	YEA	NAY
Arneson	X	
Felder	X	
Ali		X
Walser	X	
Inz		X
Jourdain	X	
Caprini	X	
Pauly		X
Ellison	X	

The motion to approve the amended Amendment was put to a roll call vote and failed to pass.

Director	YEA	NAY
Arneson		X
Felder	X	
Ali		X
Walser	X	
Inz		X
Jourdain	X	
Caprini	X	
Pauly		X
Ellison		X

AMENDMENT: Director Felder moved, seconded by Director Walser that the Board of Directors Special School District No. 1 directs the Superintendent to provide the Board of Directors with a predictable staffing model for high needs schools and also keeps OA at North and the SRO at Henry as needed due to activity and community want. The amendment was put to a roll call vote and failed to pass.

Director	YEA	NAY
Arneson		X
Felder	X	
Ali		X
Walser	X	
Inz		X
Jourdain	X	
Caprini	Abstain	
Pauly		X
Ellison		X

Call the Question:

Director Inz moved to Call the Question, seconded by Director Arneson. This motion was put to a roll call vote and carried unanimously, ending debate.

VOTE:

Motion to approve the Resolution was put to a roll call vote and carried unanimously.

V. ADJOURNMENT

MOTION: Director Jourdain moved, seconded by Director Walser that the Board of Education, Special School District No. 1, adjourn the meeting at 6:06 p.m. The motion to adjourn was put to a roll call vote and carried unanimously.

**Minneapolis Public Schools – Board of Education
Special School District No. 1
Business Meeting
June 9, 2020**

I. CALL TO ORDER

Call to Order of the Board of Education. Pursuant to due notice mailed to each member of the Board of Education not less than three days prior to the time of such meeting, the Board members met electronically in a business meeting conducted in accordance with Minnesota Statutes 13D.021 on June 9, 2020, commencing at 5:31 pm. Chair Ellison called the meeting to order.

II. ROLL CALL

Present: Directors: Siad Ali, Jenny Arneson, Kimberly Caprini, Kim Ellison, KerryJo Felder; Nelson Inz, Ira Jourdain, Josh Pauly, Bob Walser, Student Representative Geneve, Superintendent Ed Graff – 11

III. APPROVAL OF THE AGENDA

MOTION: Director Caprini moved, seconded by Director Arneson that the Board of Education, Special School District No. 1, approve the Agenda for June 9, 2020. Motion to approve the agenda was put to a rollcall vote and carried unanimously.

IV. PUBLIC COMMENTS

Public comments left via a dedicated voicemail were played.

V. REPORTS AND RECOMMENDATIONS FROM THE SUPERINTENDENT OF SCHOOLS

VI. ACTION ITEMS BY THE BOARD OF EDUCATION

A. RESOLUTION TO APPROVE THE DISTRICT'S 2020-2021 BUDGET

WHEREAS, the District's budget is as follows:

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

WHEREAS, there is a planned use of assigned fund balance of \$10,585,081, a planned use of Q Comp designated fund balance of \$170,235, a planned use of Extended Learning designated fund balance of \$1,510,759 in the General Operating Fund, a planned use of Community Service designated fund balance of \$3,235,348, a planned use

of Capital Project designated fund balance of \$13,600,000 and a planned addition to Debt Service fund balance of \$3,610,035.

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

MOTION: Director Caprini moved, seconded by Director Arneson, that the Board of Education, Special School District No. 1, approve the Resolution to approve the District's 2020-2021 Budget. The motion to approve the resolution was put to a rollcall vote and carried out by majority.

Director	YEA	NAY
Arneson	X	
Felder		X
Ali	X	
Walser		X
Inz		X
Jourdain	X	
Caprini	X	
Pauly	X	
Ellison	X	

B. 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).

MOTION: Director Caprini moved, seconded by Director Arneson, that the Board of Education, Special School District No. 1, approve the Resolution Proposing Authorization for a 5-Year Capital Project Plan (FY2021-2025). The motion to approve the resolution was put to a rollcall vote and carried out by majority.

Director	YEA	NAY
Arneson	X	
Felder	X	
Ali	X	
Walser		X
Inz	X	
Jourdain	X	
Caprini	X	
Pauly	X	
Ellison	X	

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

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

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

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

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

MOTION: Director Caprini moved, seconded by Director Pauly, that the Board of Education, Special School District No. 1, approve the Resolution Proposing Authorization of the Long-Term Facility Maintenance (LTFM) 10-year Plan. The motion to approve the resolution was put to a rollcall vote and carried out by majority.

Director	YEA	NAY
Arneson	X	
Felder	X	
Ali	X	
Walser		X
Inz	X	
Jourdain	X	
Caprini	X	
Pauly	X	
Ellison	X	

D. RESOLUTION AUTHORIZATION TRANSFER OF CAPITAL FUNDS

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

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

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

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

MOTION: Director Caprini moved, seconded by Director Pauly, that the Board of Education, Special School District No. 1, approve the transfer of Capital Funds from Proposed Kenwood Project. The motion to approve the transfer was put to a rollcall vote and carried out unanimously.

E. RESOLUTION AMENDING POLICIES 5262 AND 6130 AND REPEALING 6120 AND 5263

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

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

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

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

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

MOTION: Director Pauly moved, seconded by Director Caprini, that the Board of Education, Special School District No. 1, approve the Resolution Amending Policies 5262 and 6130 and Repealing 6120 and 5263. The motion to amend and repeal these policies was put to a rollcall vote and carried out by majority.

Director	YEA	NAY
Arneson	X	
Felder		X
Ali	X	
Walser		X

Inz	X	
Jourdain	X	
Caprini	X	
Pauly	X	
Ellison	X	

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

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

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

***WHEREAS**, the District and Union engaged in collective bargaining negotiations, and reached a tentative agreement on a successor agreement through June 30, 2021; and **WHEREAS**, the Union membership voted affirmatively to ratify the successor agreement.*

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

MOTION: Director Inz moved, seconded by Director Felder, that the Board of Education, Special School District No. 1, approve the 2019-2021 Bargaining Agreement with Educational Support Professionals. The motion to Agreement was put to a rollcall vote and carried out unanimously.

G. Approval of Consent Agenda

These action items represent those that do not involve major policy decisions, budget decisions, taxing decisions, bond awards or items related to the Superintendent’s contract of evaluation. Business items on this agenda are previously authorized or budgeted expenditures.

MOTION: Director Caprini moved, seconded by Director Arneson, that the Board of Education, Special School District No. 1, approve the consent agenda and adopt the recommendations as presented by the Superintendent. The motion to approve the consent agenda was put to a rollcall vote and carried out unanimously.

VII. NEW BUSINESS – NONE

VIII. REPORTS AND COMMENTS FROM BOARD OF EDUCATION DIRECTORS: Directors Arneson, Felder, Ali, Walser, Inz, Jourdain, Caprini, Pauly, Ellison, and Student Representative Genene all gave updates or comments.

IX. ADJOURNMENT

MOTION: Director Arneson moved, seconded by Director Caprini that the Board of Education, Special School District No. 1, adjourn the meeting at 6:57 p.m. The motion to adjourn was put to a rollcall vote and carried unanimously.

DRAFT

X. FULL LIST OF CONSENT AGENDA

- A. Personnel
 - 1. List A
- B. Contracts Requiring Board of Education Approval
 - 1. ACT, Inc.
 - 2. Advanced Disposal
 - 3. Airport/Airline Taxi Cab Corp
 - 4. Bille Bus Transportation
 - 5. Cadenza Music
 - 6. Catholic Charities
 - 7. Change Inc.
 - 8. College Nannies & Tutors
 - 9. Contract Alternative Schools
 - a. American Indian OIC
 - b. Center School
 - c. Plymouth Christian Youth Center
 - d. Menlo
 - e. MERC
 - f. LNAS
 - g. Volunteers of America
 - 10. Dreambox
 - 11. Fastbridge
 - 12. Harris St. Paul Inc.
 - 13. Hays Companies
 - 14. Hillyard
 - 15. Illuminate
 - 16. Indrotec
 - 17. International Baccalaureate Organization
 - 18. Learning Disabilities Association
 - 19. Lexia
 - 20. Lorenz Bus Service
 - 21. Mansfield Oil Company
 - 22. Meisa Transportation
 - 23. Metropolitan Transportation Network
 - 24. Minneapolis and Suburban Bus Company
 - 25. Morcon Construction
 - 26. Northstar Central Bus & Equipment
 - 27. Paragon Development Systems
 - 28. Parallel Technologies
 - 29. Public Consulting Group
 - 30. Rift Valley Transportation Inc
 - 31. Septran
 - 32. The Mental Health Collective (Watercourse Counseling)
 - 33. ThompsonGas LLC
 - 34. Urban Debate League
 - 35. Washburn Center for Children
 - 36. Wide Area Transportation Services Inc.

C. Resolutions

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

DRAFT

**OFFICIAL MINUTES
MINNEAPOLIS BOARD OF EDUCATION**

**SPECIAL BUSINESS MEETING OF
JULY 28, 2020**

CALL TO ORDER

Chair Kim Ellison called the meeting to order at 8:30 p.m., a quorum being present.

Pursuant to Minnesota Statutes Section 13D.021, the meeting was held by electronic means and Directors participated remotely due to the local public health emergency (COVID-19 pandemic).

ROLL CALL

Present: Directors Jenny Arneson, KerryJo Felder, Siad Ali, Bob Walser, Nelson Inz, Ira Jourdain, Kimberly Caprini, Josh Pauly, Kim Ellison

APPROVAL OF AGENDA

Arneson moved to approve the agenda.

On roll call, the result was:

Aye: Arneson, Felder, Ali, Walser, Inz, Jourdain, Caprini, Pauly, Ellison (9)

No: (0)

Absent: (0)

Adopted.

APPROVAL OF CONSENT AGENDA

Caprini moved approval of the consent agenda.

On roll call, the result was:

Aye: Arneson, Felder, Ali, Walser, Inz, Jourdain, Caprini, Pauly, Ellison (9)

No: (0)

Absent: (0)

Adopted.

Consent items approved:

- Contract with BSN Sports for elementary PhyEd equipment for Distance Learning (2020-4400000609) (\$418,846.10)
- Contract with Museum of Science for elementary science kits for Distance Learning (2020-4400000625) (\$187,808.00)
- Contract with Gopher Sports for secondary PhyEd equipment for Distance Learning (2020-4400000608) (\$192,650.25)

- Contract with Home Depot Pro for the purchase of electrostatic sprayers (2020-4400000623) (\$315,493.78)
- Contract with NASCO for elementary and secondary arts kits for Distance Learning (2020-4400000622) (\$693,269.00)
- Contract with Scholastic Inc. for prepacked books for students to use during Distance Learning (2020-4400000610) (\$266,157.50)
- Contract with T-Mobile for hot spots to provide internet access to students (2020-4400000624) (\$254,856.00)

NEW BUSINESS

Felder moved approval of the Resolution Regarding Starting the 2020-21 School Year During the Global COVID-19 Pandemic (2020-0040)

WHEREAS, the Covid-19 global pandemic threatens the health and wellbeing of Minneapolis Public Schools students, staff and communities and

WHEREAS, as of August, 2020 no vaccine or treatment for Covid-19 exists and

WHEREAS, Minneapolis Public Schools families and staff are experiencing unprecedented uncertainty because of the challenges created by the Covid-19 pandemic, and

WHEREAS, safety is a primary concern for parents, students, staff, and communities, and

WHEREAS, families and staff need time to meaningfully plan for the resumption of in-person learning, and

WHEREAS, learning is at the center of Minneapolis Public Schools' mission, it must take place as safely as possible during a once in a century pandemic.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors, Special School District No. 1 hereby directs the District to begin the 2020-21 School Year with Distance Learning and,

BE IT HEREBY RESOLVED that the Board directs the Superintendent to make a recommendation to the Board regarding the continuation of Distance Learning or transition to another model by November 15th, 2020.

Pauly moved the previous question.

On roll call, the result was:

Aye: Arneson, Ali, Inz, Jourdain, Caprini, Pauly, Ellison (7)

No: Felder, Walser (2)

Absent: (0)

Adopted.

On roll call, the result of resolution 2020-0040 was:

Aye: Felder, Walser, Jourdain (3)

No: Arneson, Ali, Inz, Caprini, Pauly, Ellison (6)

Absent: (0)
Not Adopted.

ADJOURNMENT

Arneson moved to adjourn

On roll call, the result was:

Aye: Arneson, Felder, Ali, Walser, Inz, Jourdain, Caprini, Pauly, Ellison (9)

No: (0)

Absent: (0)

Adopted.

The meeting was adjourned at 8:52 p.m.

Business Meeting Presentation: Climate Framework

August 18, 2020

Purpose

- Understand how safety and security (emotional and physical) is impacted by all areas of the organization. Framework supports long term recommendation for safety as identified in board resolution.
- Establish need for comprehensive climate framework (as referenced in resolutions) to support adaptive change needed for equitable outcomes and processes for Minneapolis community (Policy 1304)
- Develop shared language on culture and climate
- Understand infrastructure, engagement process, implementation timeline, and the elements and accountability/ monitoring approach of climate framework
- Review completed work to date including draft belief statements
- Leave with a sense of confidence and hope for the future of Minneapolis public schools (cautious optimism)



Honoring John Lewis



Culture and Climate Transformation



"Take a long, hard look down the road you will have to travel once you have made a commitment to work for change. Know that this transformation will not happen right away. Change often takes time. It rarely happens all at once. In the movement, we didn't know how history would play itself out. When we were getting arrested and waiting in jail or standing in unmovable lines on the courthouse steps, we didn't know what would happen, but we knew it had to happen."

— Lewis on protesting in [*Across That Bridge: Life Lessons and a Vision for Change*](#)



Research: Collective Efficacy

- **Research of collective efficacy** guides potential impact of framework
- **Research states importance of social cohesion** and “willingness to intervene on behalf of the common good” positively affects student achievement. Brinson & Steiner (2007)
- **Schools with a sense of collective efficacy** were able to improve student performance, ameliorate negative effects of low socioeconomic status, enhance parent/teacher relationships and create work environment that builds teacher commitment to the school. Goodard, Hoy and Hoy (2000) and Brinson & Steiner (2007), Donohoo, Hattie, Eells (2018)
- **Number one lever** to improve achievement. Hattie; 1.57 SD
- **Collective efficacy can play a role in enhanced job satisfaction**, professional collaboration, and fulfilling mission in education. Goddard and Salloum (2012); p.10

Elements of MPS Culture

“Culture eats strategy for breakfast.” Attributed to Peter Drucker



What are the elements of the Minneapolis Public Schools culture that get in the way of identified technical solutions?

Understanding Culture

What is culture?

Culture refers to the knowledge, experience, beliefs, values, attitudes, meanings, hierarchies, religion, notions of time, roles, spatial relations, concepts of the universe, and material objects and possessions acquired by a group of people in the course of generations through individual and group striving.

What is white supremacy culture?

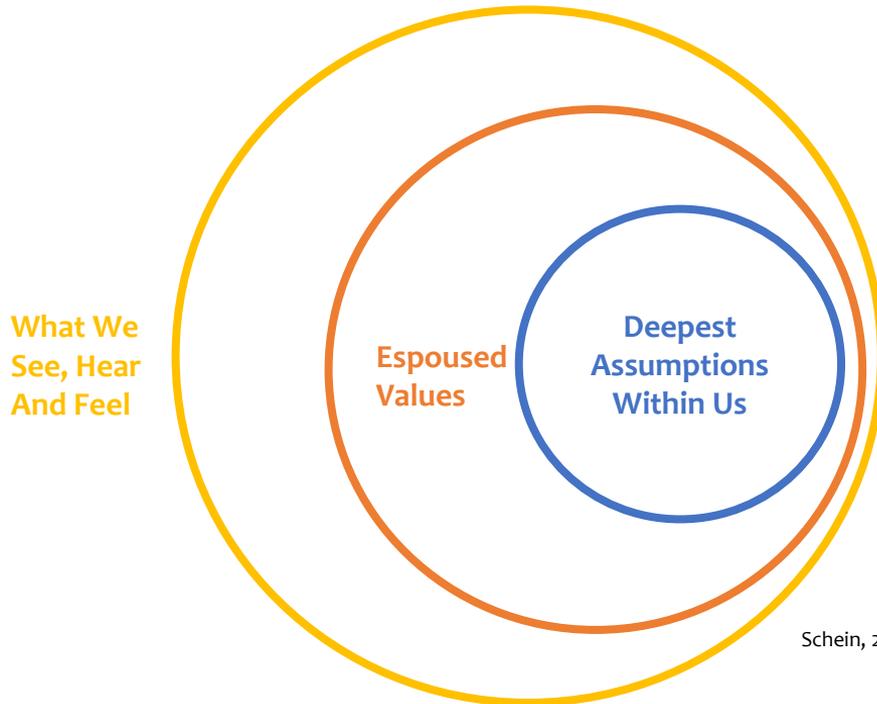
White supremacy culture is the idea (ideology) that white people and the ideas, thoughts, beliefs, and actions of white people are superior to People of Color and their ideas, thoughts, beliefs, and actions.

What is cultural racism?

Cultural racism is how the dominant culture is founded upon and then shapes norms, values, beliefs and standards to advantage white people and oppress People of Color.

Understanding Culture

A group's or organization's culture is **held within every person** who interacts with it. Culture **changes gradually** with **positive actions** that begin with what an individual sees, feels, hears, and finally, shifts what they deeply assume about “how things are done around here.”



Our Belief Statements challenge the district's status quo by declaring espoused values that include all our communities.

Culture changes when our actions align with the Belief Statements; only then can students', families' and staffs' deepest assumptions of MPS shift to trust and a sense that they belong and can thrive here.

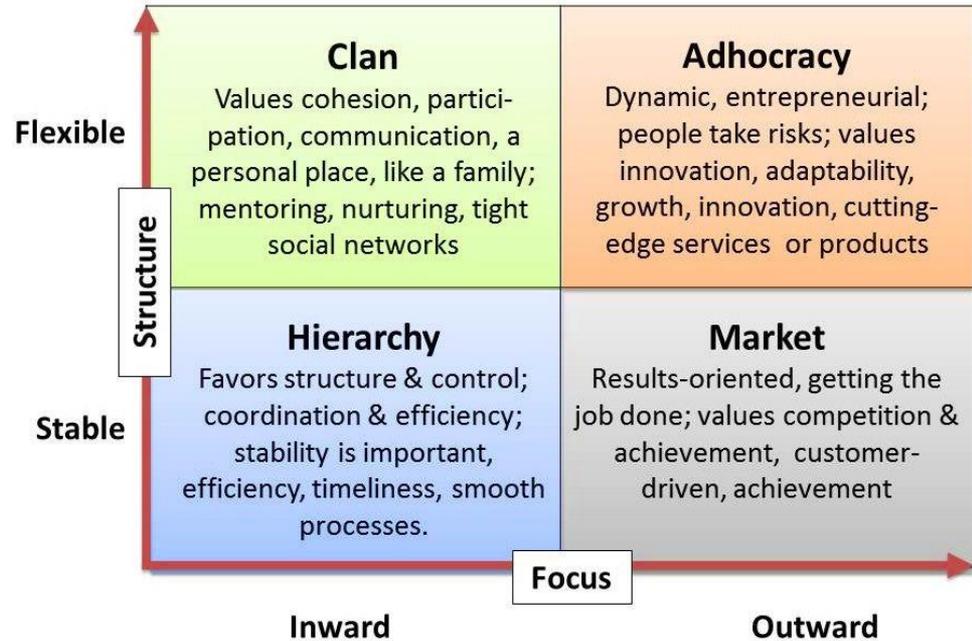
Current Culture and Climate

Do we have shared beliefs about the role of students and families ?

Is the way we know and do our work in conflict with our community needs and wants?

Do staff feel respected and valued?

-[Robert E. Quinn](#) and [Kim S. Cameron](#) at the University of Michigan.



Need for a Framework

Retention Committee Recommendations

- **District Leadership:** Build trust between administration and schools through transparent action and collaboration with school leaders.
- **Principal:** Set welcoming tone for the school community.
- **Teachers:** Connect with each family of color to acknowledge and give voice to parent-teacher partnership.
- **Deans/APs:** Work to build relationships/be part of the school community especially where students of color are active or gathered. Aim to be seen as a trusted advisor rather than enforcer who only arrives during difficulty [with negative assumptions].
- **Parents:** Be willing to work cooperatively with teacher, supporting both teacher and their students.
- **Students:** Work with school administration to find ways to reflect student input in school.
- **Community:** Provide elders from cultural communities to guide students and families in schools.

MPS Findings

Need for intentional work on climate and culture has been made clear through feedback from parents, teachers and students:

- Since 2015, [youth participatory evaluation](#) (YPE) teams have identified the importance of **relationships**, addressing issues of **bias in school policies**, and **engaging and affirming classroom experiences**.
- In the 2017 EDIA on Teacher of Color Recruitment and Retention, MPS teachers of color stated,
 - **they endure a challenging work environment full of microaggressions, and the compounding effect of these negative experiences makes MPS an unwelcoming place to work.**
 - We all share in responsibility of shifting our workplaces to provide our colleagues a welcoming place to work where they can be who they are and experience safety and job satisfaction.
- In 2018-19, [parent participatory evaluation](#) (PPE) participants identified changes to ensure all parents and students feel welcomed and valued in MPS
- Fall 2019, parent evaluators and online EDIA survey results stated **that without strong climate, safety, academics they would be likely to leave a school.**
- Spring 2018, MPS spoke to over 100 families who left the district. When asked what MPS could have done to keep them, **top answers were “improve parent-school staff relationship” and “meet students’ needs.”**

Research around a Framework

A district's climate is based on patterns of students', parents' and personnel's experience of school life; it reflects norms, goals, values, interpersonal relationships, teaching and learning practices, and organizational structures. According to the National School Climate Center (NSCS)

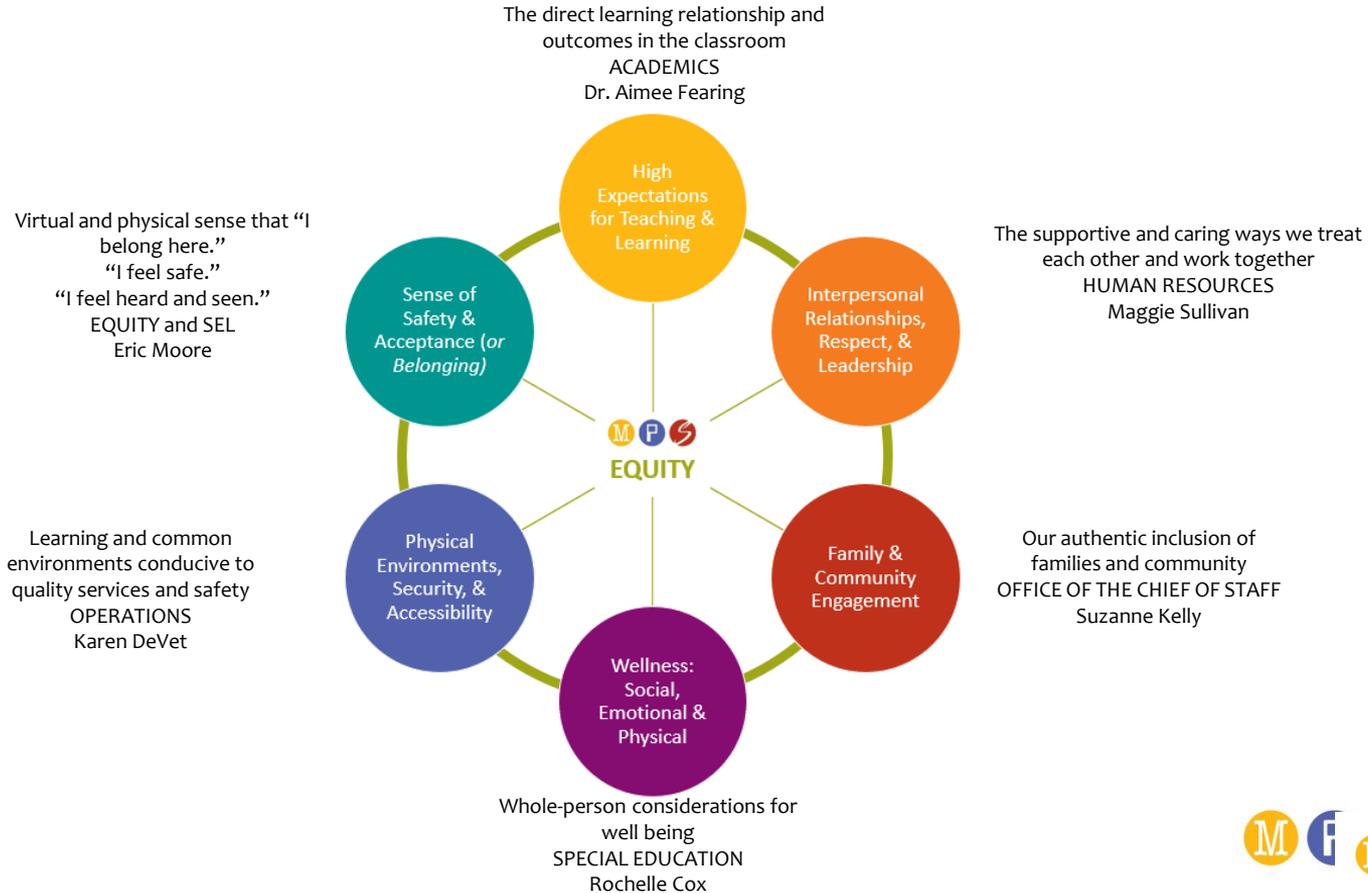
Given MPS's disparate student, family, and school experiences and outcomes, we recognize the need for a tiered (classroom, building, district) approach to school climate improvement in order for change to be effective and sustainable.

A climate framework:

- establishes shared language and values regarding often intangible elements of an organization
- provides focus and direction for the organization, and
- ensures that structures are properly understood, resourced and evaluated.

Six Climate Areas

Climate Framework Areas



Reflection

“We must accept finite disappointment, but never lose infinite hope.”



Climate Framework Steering Committee Membership

- **Greta Callahan** - President, MFT Teacher Chapter
- **Shaun Laden** - President, MFT ESP Chapter
- **Jessica Burton** - President, MPS Clerical and Technical Chapter AFSCME
- **Monica Shockency** - President, MPS Association of Professional Employees
- **Martin Goff** - Business Agent, Teamsters
- **Aaron Janson** - President, SEIU Food Service and Janitors
- **Chris Stinson** - Political Director, SEIU
- **Basilio Diaz** - Member, World's Best Workforce Committee
- **Victoria Balko** - Member, World's Best Workforce Committee
- **Nathaniel Genene** - MPS School Board's Student Representative
- **Emily Sowell** - Member, District Parent Advisory Council
- **Dulce de la Rosa** - Member District Parent Advisory Council
- **Cheryl Flugaur-Leavitt** - Member, District Parent Advisory Council
- **Asia Givens** - Member, District Parent Advisory Council
- **Maggie George** - Member, District Parent Advisory Council
- **Abdul Abdi** - Member, District Parent Advisory Council
- **Sherrill Lindsey** - Principal Hall Elementary
- **Michael Luseni** - Principal Heritage Academy
- **Ellen Shulman** - Principal Anwatin Middle School
- **Candace Miller Lopez** - Member, Equity Diversity Impact Assessment (EDIA) Committee
- **Aimee Fearing** - Sponsor of the High Expectations for Teaching and Learning Climate Area
- **Maggie Sullivan** - Sponsor of Interpersonal Relationships, Respect and Leadership Climate Area
- **Suzanne Kelly** - Sponsor of the Community and Family Engagement Climate Area
- **Rochelle Cox** - Sponsor of the Wellness: Social, Emotional and Physical Climate Area
- **Karen DeVet** - Sponsor of the Physical Environments, Security and Accessibility Climate Area
- **Eric Moore** - Sponsor of the Sense of Safety and Belonging Climate Area

Climate Framework Task Force Membership

High Expectations for Teaching & Learning	Interpersonal Relationships, Respect & Leadership	Family & Community Engagement	Wellness: Social, Emotional & Physical	Physical Environments, Security & Accessibility	Sense of Safety & Belonging
Elizabeth Nelson Brionna Harder Evangelina Stanslaski Tami Koll Jimetra Ruomo Terrence Noble Holly Kleppe Heather Frye Rebecca Slaby Blanca Caldas Heather Andersen Julia Quanrud Natasha Parker Marium Toure Julie Tangeman Aneesa Parks Sonia Svedahl	Nafeesah Muhammad Angie Kramer Natasha Dockter Catina Neal Ma-Riah Roberson-Moody Aria Campbell Whitney Clemens Nancy Goodman Karon Cunningham Diane Bagley Lorraine Rhodes-Dix Lynne Crockett Chelsea Smitts Elizabeth Glidden Erika Lamboglia Clare Foley Peters Mary Lambrecht Cathy Dalnes Judy Brown Tate Sayaphet	Lucy Nevels Elizabeth Garten Rachel Laoyza Jill Kilibarda Mohamed Ali Jackie Starr Relonda Love Lisa Pawelak Theresa Stets CurShonda Allen Rebecca Gagnon Jerry Lee Sarah Washington Bridie Musser Corina Pastrana Genna Deprey Sara Etzel Nimo Maadey	Erik Ziegler Maureen Dowling Kelly Schomper Etosha Kemp Geneva Dorsey Lindsey Wagner Laura Carpenter Padmini Udupa Dr. Ora Hoakes Suzanne Fust Kelcie Litchfield Kelly Holdgrafer Mark Sander Julie Young-Burns Julie Danzl Betania Aviles	Christie Owens Erik Wingate Marcia Wyatt Chiquetta Tucker Janie Gholston Carly Siewert Karen Bryce Mary Pat Cummings Yusuf Abdullah Michael Bradley Khulia Pringle Toby Schroder Laura Murphy Steve Richter Jackie Vertigan Vince Jackson Angie Powell Kelly Barrick Nasteha Ali	Mary Manor Angela King Michele Urevig-Drilz Nicole Wehr Sharon Mandel Charleine Williams Jeanette Vyhanek Mercedes Walker Erin Rathke Joe Groves Bonita Jones Erin Sugrue Greg King Meghann Gordon Mathew Myrold Rebecca Ruddle Leticia Guadarrama Hinda Abdi Joshua Lee-Reid

Climate Framework Timeline

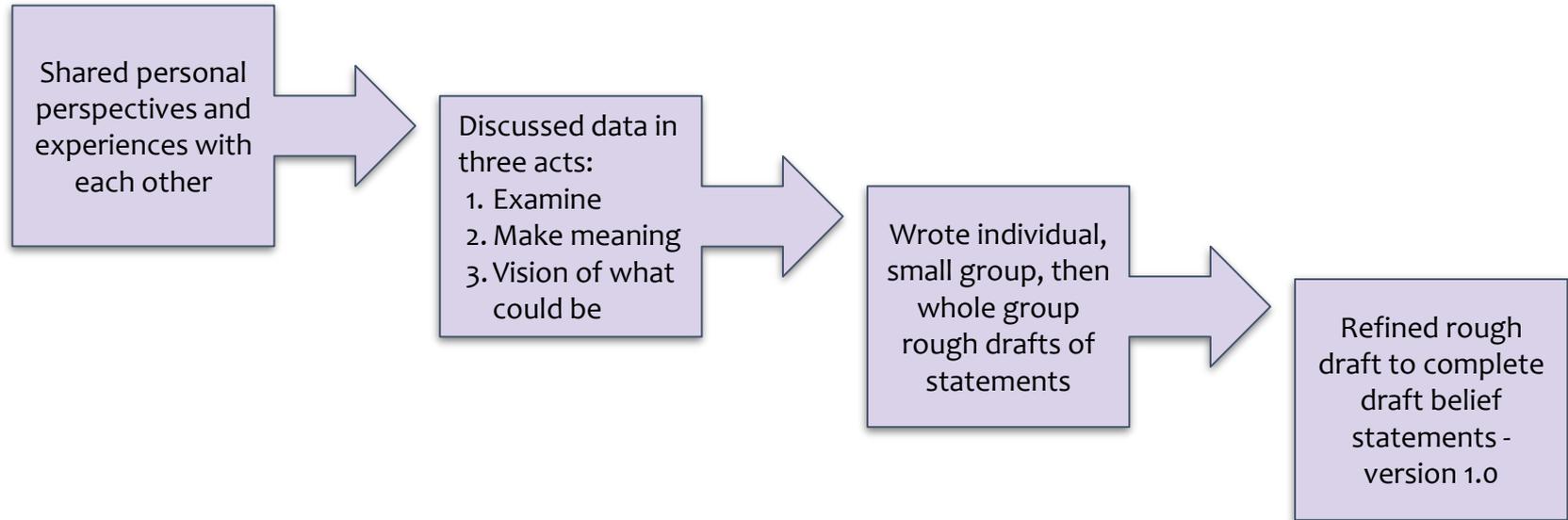


CDD Implementation/Climate Framework: Accomplished Activities

1. **Convened Steering Committee** – Representation of Parent Advisory Councils, Teacher/ESP/Other Union Leadership, Principals, District Senior Leaders
2. **Built 6 Task Forces** with representation from Teachers, ESPs, other unions, principals, community & parents, district staff, and students
3. **Completed Belief Statements** from each of the 6 Task Forces (as of 7/15)
4. **Established Climate Framework website** – now linked to MPS homepage rotator
5. **Secured ThoughtExchange** virtual community engagement contract

How Task Forces Built the Draft Belief Statements:

June 10, 2020 - July 8, 2020



Climate Framework Engagement

CDD Implementation/Climate Framework: Community Engagement

Virtual

ThoughtExchange – accessible by phone, tablet, and computer, this platform encourages sharing of personal ideas and perspectives on belief statements and synthesizes findings into a report

Community

Through partnerships with local organizations, will conduct focus groups and conduct a mail in campaign for young students to return a postcard with their drawing of how their school can help them feel they belong.

School-Based

Through both existing Site Councils and a reach out to parents and students, schools will seek perspectives of their communities on both belief statements and next steps of Climate planning

Department-Based

District departments will also seek out feedback in the creation of their Climate goals in their department plans. Many of these connections and recommendations for change already exist through PPE, DPAC, Advisory and Accountability committees.

Climate Framework Proposed Community Engagement

Internal or Directly Related to MPS

- OBSA - Office of Black Student Achievement
- School-based family liaisons
- Food pick-up sites
- Citywide student government
- Youth evaluators
- Teachers and staff with relationships/Case Managers
- EDIA - Equity Diversity Impact Assessment Committee
- WBWF - World's Best Workforce
- Parent Advisory Councils
- CDD (Comprehensive District Design) student group
- District Social Media
- Roosevelt student groups have reached out to the Equity Department

External Community Sources

- BOBA Becoming Organizers Becoming Advocates (CAAL Youth)
- CAAL (Coalition of Asian American Leaders)
- Community elders and leaders
- COPAL - Communities Organization Latinx Power and Action
- Faith Communities
- ISAIAH - state-wide collection of faith communities
- Isaroon
- Ka Joog - Somali youth organization
- MIGIZI
- Minneapolis American Indian Center
- Minnesota Equity Education Partnership
- NAZ - Northside Achievement Zone
- Organizations that work with families - ARC, PACER
- OutFront Minnesota/GSA Network - Gay-Straight Alliance
- Navigate Minnesota (Latinx youth working on inclusive curriculum)
- Somali Karmel Mall
- Upstream Arts
- Advancing Equity Coalition

Evolution of Belief to Action

Finalizing Belief Statements - Process

Phase 2: August 2020

Feedback

- Aug. 13th
- Survey and Facilitated Discussions

Phase 2: Fall 2020

Feedback

- School-based
- Dept.-based

Phase 1: May-July 2020

Task Forces Build Draft Belief Statements (v. 1.0)

Phase 2: September 2020

Task Forces Refine Draft Belief Statements (v. 2.0)

Phase 2: December 2020

Task Forces Finalize Belief Statements (v. 3.0)

Evolution of Belief to Action

Finalizing Belief Statements - Who

Phase 2: August 2020

Feedback Given on
Accessibility and
Alignment-

- School Teams
- Principals

Phase 1: May-July 2020

Task Forces Build
Draft Belief
Statements (v. 1.0)

Phase 2: September 2020

Task Forces Refine
Draft Belief
Statements (v. 2.0)

Phase 2: Fall 2020

Feedback on specific
language, ability to
measure, how they
resonate

- Site Councils
- Groups:
Student,
Staff,
Comm.
Partners

Phase 2: December 2020

Task Forces Finalize Belief
Statements (v. 3.0)

Evolution of Belief to Action

Finalizing Belief Statements - Measuring/Monitoring

Phase 2: August 2020

Feedback Given on
Accessibility and
Alignment-

- School Teams
- Principals

Phase 2: Fall 2020

Feedback on specific
language, ability to

ARE will also be paying attention to **measurability** - is this Belief Statement clearly defined enough to be included in a drafted Climate Index?

This will allow us to proactively plan for Accountability

Phase 1: May-July 2020

Task Forces Build
Draft Belief
Statements (v. 1.0)

Phase 2: September 2020

Task Forces Refine
Draft Belief
Statements (v. 2.0)

December 2020

Task Forces Finalize Belief
Statements (v. 3.0)

Domains of Framework

Sense of Safety and Acceptance (Belonging)



Division and Implementation Oversight

Accountability, Research and Equity
Eric Moore

Task Force Lead

Kandace Logan

Scope of Work

Examples

The final statements will describe the expectations of inclusion, belonging, welcoming, and equity experienced by every student, staff member and leader

- Bullying prevention
- Inclusive language and signage
- Morning meetings and advisories
- System of support to address microaggressions
- Professional Development on equity and restorative practices

Climate Framework Draft Belief Statements

Sense of Safety & Belonging

1. It is the right of every MPS student, family, and staff member to experience consistency of affirming and relevant support of their emotional, psychological, and physical needs without fear of shame or stigma because of the need, their perceived or expressed identity, or their socio-economic status.
2. It is the right of every MPS student to feel that they are an essential member of their school community, to know that the staff recognizes their gifts and will help them rectify their mistakes, and to see themselves reflected in the curriculum, physical space, and staff.
3. It is the right of every MPS student, staff member, and family to co-create and restore positive, trusting relationships by being known (i.e. background, culture, talents, etc.) and valued, and to experience the benefits of restorative practices by teaching, modeling and giving space and time towards learning communication and conflict resolution skills.
4. It is the right of every MPS teacher and student to feel respected by all staff members, and be supported in naming and assured of a response from MPS staff that acknowledges and responds to racist actions and practices by any member of the MPS community.
5. It is the right of every MPS student to know that they have as much input in their own education as the teaching staff, and learn the practices of healthy discourse and to express discontent in the school system and to have those concerns addressed in every level of school administration, as well as to experience/feel that their voice is as important as their White counterparts.

MOA Restorative Practices

“We acknowledge that each person has beliefs, conscious or unconscious, that perpetuate institutional and structural racism and other systems of oppression. We commit to ongoing learning, reflection and action to actively dismantle structural racism and oppressive behaviors at both the interpersonal and institutional levels. We will disrupt interpersonal and institutional racism and oppression to ensure we are not individually nor collectively perpetuating the cycle of systemic racism and oppression. **By working in collaboration, the Minneapolis Federation of Teachers and the Minneapolis Public Schools will ensure equitable and well-supported learning and professional experiences for all persons served and employed by Minneapolis Public Schools.**

“We also acknowledge that district implementation of restorative practices thus far has been ineffective due to a wide variety of factors. As such, this Memorandum of Agreement (MOA) represents a new start to this work. **The joint power of and dedication to the partnership between MFT and MPS in this work signals a deep commitment to restorative practices and represents a strategic shift in how we partner together and drive towards positive and improved outcomes for students.**”

MOA Restorative Practices

1. Develop a joint communication plan around restorative practices by October 1, 2020.
2. Develop shared beliefs and common language as it relates to restorative practices by November 15, 2020.
3. Identify knowledge, skills, abilities, and existing and possible embedded school and community supports by December 15, 2020.
4. Develop an understanding of restorative practices that are currently being implemented across the district by site and map best practices across the district by March 1, 2021.
5. Identify opportunities to ensure student, family, and community voice is present in guiding restorative practices across the district during the 2020-2021 school year.
6. Develop a professional development plan and comprehensive implementation plan for restorative practices and trauma responsive and healing centered education for teachers for implementation no later than May 1, 2021.
 - Ensure restorative practices are included in New Teacher Orientation agendas.
 - Develop restorative practices professional development modules.
 - Offer a minimum of four ProPay Courses focused on restorative practices and trauma responsive and healing centered education during the 2020-2021 school year.
1. Continue the Restorative Practices Labor Management Committee focused on the implementation of restorative practices across the district in collaboration with the Sense of Safety and Acceptance Climate framework sub-committee and philosophically aligned with draft language proposals for negotiations of the 2021-2023 MFT Teachers Contract.

Interpersonal Relationships, Respect and Leadership

Interpersonal
Relationships,
Respect &
Leadership

**Division and Implementation
Oversight**

Human Resources
Maggie Sullivan

Task Force Lead

Keenan Shelton

Scope of Work	Examples
The final statements will describe the interpersonal expectations and norms between adults at the classroom, building, department, and district levels.	<ul style="list-style-type: none">• Evaluation systems• Code of conduct• Recruitment and retention• Definitive, bold, and equity minded leadership• Employee onboarding

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Climate Framework Draft Belief Statements

Interpersonal Relationships, Respect and Leadership

1. It is the responsibility of leadership and staff on all levels to ensure the right of traditionally and currently marginalized staff to be heard, seen, respected, and safe from harm. Additionally, it is also the responsibility of leadership and staff to mitigate any harm through culturally specific (non-Eurocentric) ways.
2. It is the right of traditionally and currently marginalized staff's language, cultural traditions, values, and truths to always be integrated, centered, and celebrated in all Minneapolis Public Schools affiliated spaces.
3. It is the responsibility of everyone in Minneapolis Public Schools to honor and value the dignity of all.
4. It is the responsibility of everyone in Minneapolis Public Schools to understand that giving and receiving respect is not universally the same, it is essential we show and receive respect in a culturally responsive, non-Eurocentric way
5. In order to ensure the inclusion and implementation of an equitable framework, it is the responsibility of all leaders to cultivate, promote, and hire staff that reflect a balanced leader-to-student ratio from within the communities they serve, as well as accurately reflect the demographics of the student population.
6. In order to ensure the inclusion and implementation of an equitable framework, all leaders are accountable to lead with empathy, and promote and provide a trusting, safe and inclusive (emotionally, physically, socially) community for ALL staff, students, families, and community members.

Wallace Work

Using Minneapolis Public Schools' definition of equity, we are developing a strategic vision and plan for equity centered leaders in our schools. We will begin by co-constructing a definition of an equity centered leader. We will then use this equity centered leader definition to identify and develop the different domains of our equity centered pipeline.

The Domains are:

- Leader Standards
- High-quality pre-service principal preparation
- Selective hiring and placement of principals
- On-the-job evaluation and support
- Principal Supervisors
- Leader Tracking Systems
- Systems and Sustainability

We are committed to ensuring that there is a vision and system to support the development of an equity centered leader. We are committed to every building having a leader that is centered in equity leadership.

Family and Community Engagement



Family &
Community
Engagement

Division and Implementation Oversight

Office of the Chief of Staff
Suzanne Kelly

Task Force Lead

Celina Martina

Scope of Work

The final statements will describe the ways we actively and effectively partner with families and community to address concerns, and provide welcoming opportunities that are collaboratively shaped with Minneapolis stakeholders.

Examples

- Family Involvement Plans
- Parent and Youth Participatory Evaluation
- Site councils
- Intentional school and family partnerships linked to student learning
- Community partnerships

Climate Framework Draft Belief Statements

Family & Community Engagement

1. It is the responsibility of MPS to design and implement a clear, culturally reflective and accessible decision-making process where families and communities can easily participate and share in decisions that affect the student's well-being and educational experience.
2. It is the responsibility of MPS to proactively partner with, engage, and support families, staff, community members and other stakeholders to create an environment of trust and belonging that honors and reflects the cultural diversity for the benefit of our students; ensuring equitable access to resources and academic rigor.
3. It is the responsibility of MPS to creatively and flexibly engage students, their families and support structures to identify their needs and strengths, in order to develop the confidence in their ability to learn and achieve academic success.
4. It is the responsibility of MPS to use flexible communication systems to share information and gather input from families and community stakeholders at the student, classroom, school, and district level.

Intentional School-Family Partnerships

- Build more representative schools' Site Councils to advise the school principal or site administrator on school based decisions.
- Provide opportunities for families to co-construct such as: the development of the Family Involvement Plan (FIP), advising and reviewing the School Improvement Plans (SIP) to increase student achievement; and guiding schools on the use of Title I funds and Compensatory Revenue to ensure they are being used as intended and in a way that increases students' outcomes.
- Share relevant and timely information around school budget, and other important decisions that will impact the climate and culture of the school community.
- Build family engagement capacity within schools by adding multilingual staffing, offering professional development around best practices for family engagement for educators, offering CPEO-Parent Academy, etc.
- Monitor and assess family participation and engagement regularly .

Wellness: Social, Emotional and Physical



Division and Implementation Oversight

Special Education
Rochelle Cox

Task Force Lead

Deeqaifrah Hussein

Scope of Work

The final statements will describe our philosophy and approaches to whole student and employee health and wellness.

Examples

- Alignment and role definition of student support services
- Physical and mental health services
- Development of social and emotional skills
- Nutrition services
- Athletics and extracurricular activities

Climate Framework Draft Belief Statements

Wellness: Social, Emotional, & Physical

1. It is the responsibility of adults to ensure that students' social, emotional, and physical needs are identified and addressed.
2. We believe relationships are key to learning and recognize that social and emotional learning is embedded throughout our practice during the school day and our interactions with families and the community beyond the school day.
3. All students, families, and staff deserve a safe and supportive environment that promotes healing as well as social, emotional, and academic growth
4. We value and respect all aspects of each individual's identity.
5. We believe that children are happier and healthier when play and physical activity are built into each and every school day.
6. It is our responsibility to nurture all children through access to active living, as well as quality and culturally relevant food.
7. It is the responsibility of community, family, and staff to work together to eliminate systemic racism and value cultural competence within the education system.

Social Inclusion Work with North America Special Olympics

- Currently in exploration stage
- Building on existing relationship with Special Olympics Minnesota and Special Olympics North America to be one of four districts in the U.S. invited to grow this programming
- Improvements will be guided by the Wellness: Social, Emotional, & Physical belief statements
- Identifying strategies that enhance social inclusion of students with all abilities through shared leadership, supportive policies, resources allocation, professional development and collaborations in Inclusive Youth Leadership, Creating and Sustaining Relationships, and Unifying Programming.
- Steps so far:
 - Meetings with Special Olympics local and national leadership
 - Assess MPS current progress in social inclusion
 - Upcoming stakeholder analysis

Physical Environments, Security and Accessibility



Division and Implementation Oversight

Operations
Karen DeVet

Task Force Lead

Jason Matlock

Scope of Work	Examples
The final statements will describe the physical plant aspects of MPS buildings including security and aesthetics – both temporary and permanent	<ul style="list-style-type: none">• Facility appeal• Fastidious maintenance• Security standards, infrastructure, and interactions• Adequate resources• Safe, welcoming and accessible entrances

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Climate Framework Draft Belief Statements

Physical Environments, Security, and Accessibility

****** Our Task Force also recommends three important disclosures are provided as an overarching statement above the entire Climate Framework:

- Acknowledging the Native land upon which our building are situated, and
- The environmental impact and standards of MPS buildings
- Recognizing that relationships between all in the building have impact that can transcend the physical environment

1. It is the right of every MPS student and staff member to attend equally safe and well-maintained schools, no matter which school they attend, as well as to go to work and school in a space that is conducive to learning and requires all members of the community to take care of the space; more specifically, the space is regularly cleaned, is a comfortable temperature, and has well-maintained grounds.
2. It is the right of every student, parent, staff, and community member to feel physically and emotionally safe, recognized, and respected when entering and accessing a barrier-free MPS facility.
3. Minneapolis Public Schools inherently values the safety of all students, families, staff, and community in our schools. We commit to creating secure entries which are appropriately staffed with personnel who are approachable, welcoming and who support schools as a safe haven. The entries visually represent the communities we serve, are clean, inviting, and easy to navigate through appropriate signage. Our schools reflect and embrace our essential responsibility and commitment: the educational and developmental uplifting of all students.

Climate Framework Draft Belief Statements

Physical Environments, Security, and Accessibility (cont.)

*** Our Task Force also recommends three important disclosures are provided as an overarching statement above the entire Climate Framework:*

- *Acknowledging the Native land upon which our building are situated, and*
- *The environmental impact and standards of MPS buildings*
- *Recognizing that relationships between all in the building have impact that can transcend the physical environment*

4. It is the right of everyone in our school communities to feel valued. They should feel welcomed and celebrated, heard without judgement, and be recognized. We need to ensure as our space evolves that it is inclusive of and mirrors our communities.
5. It is the right of every student to have ownership over the space designed to serve them, and for youth to have dedicated opportunities to speak their truth and express their needs through intentional and ongoing dialogues about Climate.
6. It is the right of every MPS student, staff member, and family member to feel safe in every school environment, and to be confident that every school will be provided the resources to appropriately and consistently respond - free of bias - to any individual's concerns related to their physical or emotional health and safety.
7. It is the right of every MPS student, staff member, and family member to be confident in the security measures and staff in place that provide protection from risk, while ensuring staff use an anti-racist approach to utilizing any assessment or surveillance systems in place, and that no member of the school community is criminalized

New Positions: Interview Process Results

	Round 1	Round 2	Final Round
Candidate Pool	<ul style="list-style-type: none"> • 51 candidates 	<ul style="list-style-type: none"> • 24 candidates 	<ul style="list-style-type: none"> • 24 candidates
Interview Panel	<p>Representation from:</p> <ul style="list-style-type: none"> • EMSS • Building Leadership • District Leadership • Equity Lens • Comms & Engagement Lens 	<p>Representation from:</p> <ul style="list-style-type: none"> • EMSS • Climate Framework Committee • Physical Environments, Security & Access Task Force • MUID, PIE, AIPAC, JOM • MPS students 	<p>Representation from:</p> <ul style="list-style-type: none"> • High School Principals & Associate Principals • Director, EMSS
Process	<ul style="list-style-type: none"> • 15 interview questions generated by EMSS with input from Internal Engagement Committee • 45-minute virtual interview • Top 24 candidates based on scoring rubric moved forward 	<ul style="list-style-type: none"> • 13 interview questions generated from submissions by panelists, vetted by HR & Equity team • 45-minute virtual interview • All 24 candidates eligible for Principal matching process* 	<ul style="list-style-type: none"> • Principals provided Round 1 & 2 scoring and candidate materials • Identify 3-4 candidates to conduct final placement interview • Selected top choice(s)

New Position - Candidate Profile

MPS Experience

Most Common Title: SEA [8 candidates]
2nd Most Common Title: Dean of Students [6 candidates]



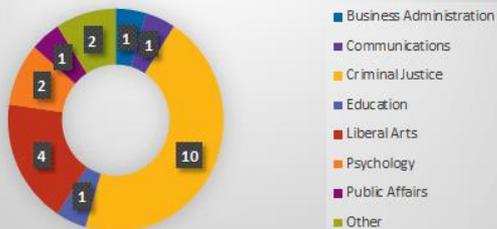
Language

5 candidates speak Somali | 2 candidates speak Swahili
2 candidates speak Arabic | 1 candidate speaks Hmong
1 candidate speaks Spanish



Undergraduate Degrees

Including degrees in progress

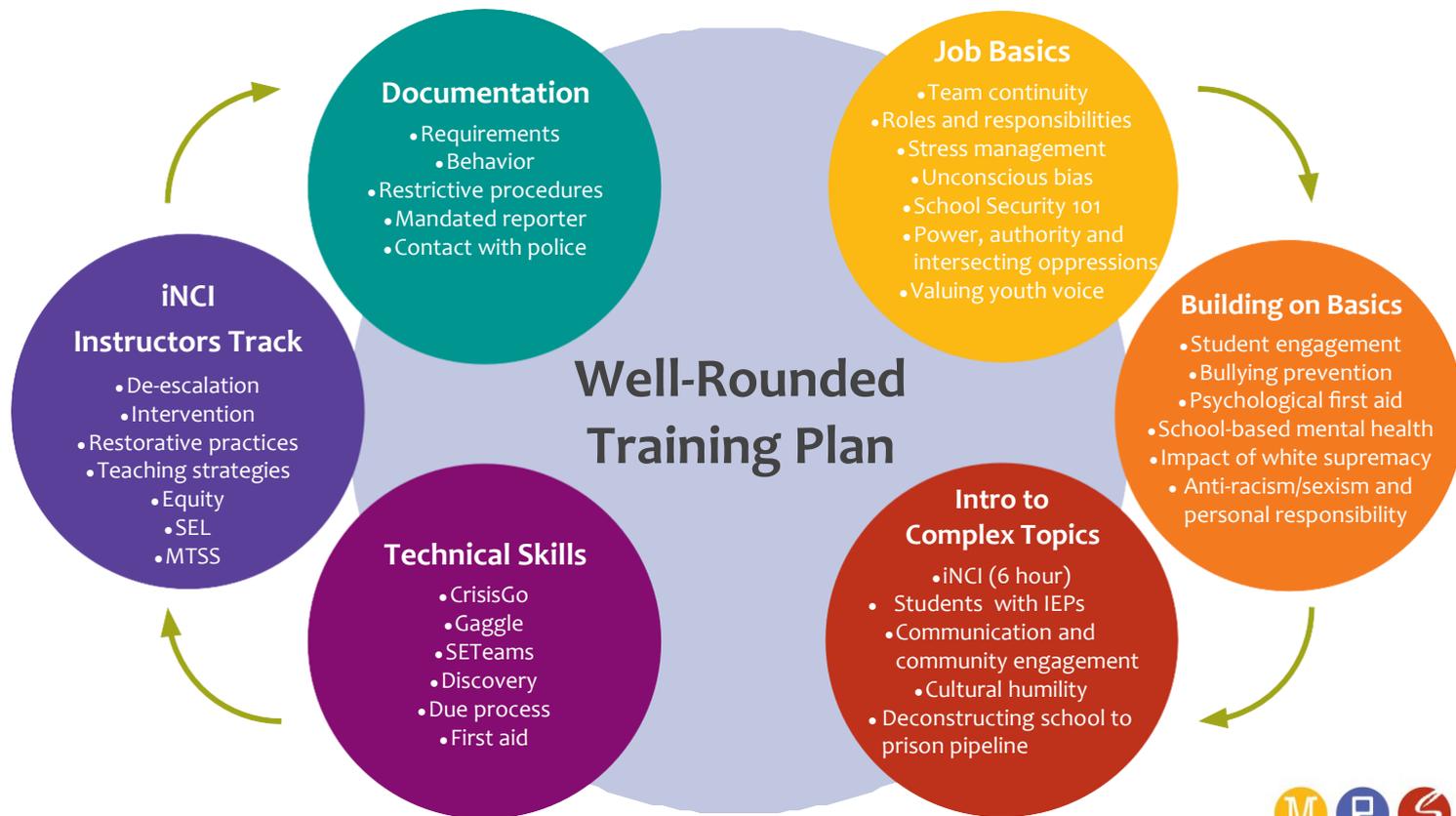


Graduate Degrees

Including degrees in progress



New Positions - Training and Professional Development



High Expectations for Teaching and Learning

High
Expectations
for Teaching &
Learning

**Division and Implementation
Oversight**

Academics
Dr. Aimee Fearing

Task Force Lead

Jennifer Rose

Scope of Work	Examples
The final statements will describe high expectations of educator-learner partnership, culturally-sustaining instruction and classroom environment.	<ul style="list-style-type: none">• The classroom environment• Curriculum transformation• MTSS Framework - Academics• Teacher as a learning facilitator• Student/teacher relationships

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Climate Framework Draft Belief Statements

High Expectations for Teaching & Learning

1. It is the right of every MPS student to experience an equitable educational journey that is challenging, affirming, empowering, and filled with access to transformative present and future opportunities.
2. It is the right of every MPS student to have positive, meaningful, healthy relationships with adults at their school that stem from mutual respect, trust, and care. Student voice, choice, and perspective are actively sought, heard, and valued both in creating a safe and rich learning community in the classroom as well as a larger community of belonging in the whole school.
3. It is the right of every MPS student to be able to trust their educators, administrative staff and district members as a result of concrete evidence that adults are creating tangible change that is student-focused and creates greater equity within MPS.
4. It is the right of every MPS student and educator to receive meaningful feedback on their learning and instruction, respectively, that specifically addresses how they can continue to grow.
5. It is the right of every MPS student to be taught by culturally responsive, equity-focused, anti-racist educators.
6. It is the right of every MPS student and family to address biases in teaching and actions of school leaders without fear of retaliation, dismissive behavior, and fragility.

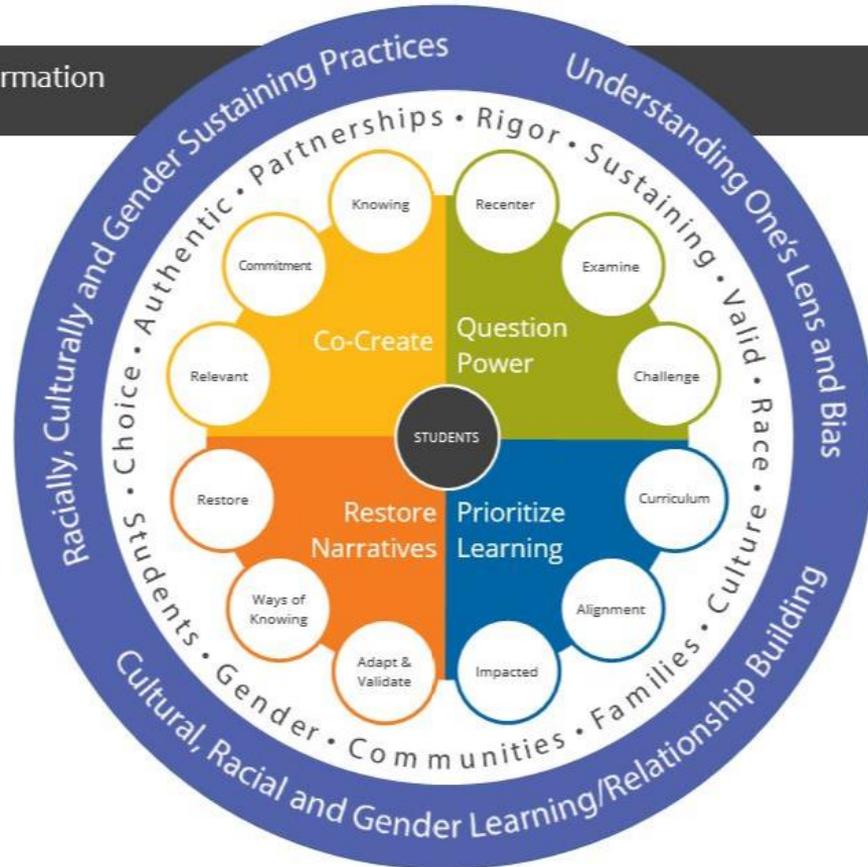
Climate Framework Draft Belief Statements

High Expectations for Teaching & Learning (cont.)

7. It is the right of every MPS student and family to have educators that reflect, respect, and affirm their identities, backgrounds and lived experiences (racial, cultural, ethnic, socioeconomic, language, gender, sexuality) through both curricula and instruction.
8. It is the right of every MPS student to have curricula and instruction that de-centers and challenges whiteness, ableism, and heteronormativity.
9. It is the right of every MPS student and family to feel safe to engage in both learning and their school community by having educators who acknowledge and understand the impact of their own identities and biases.

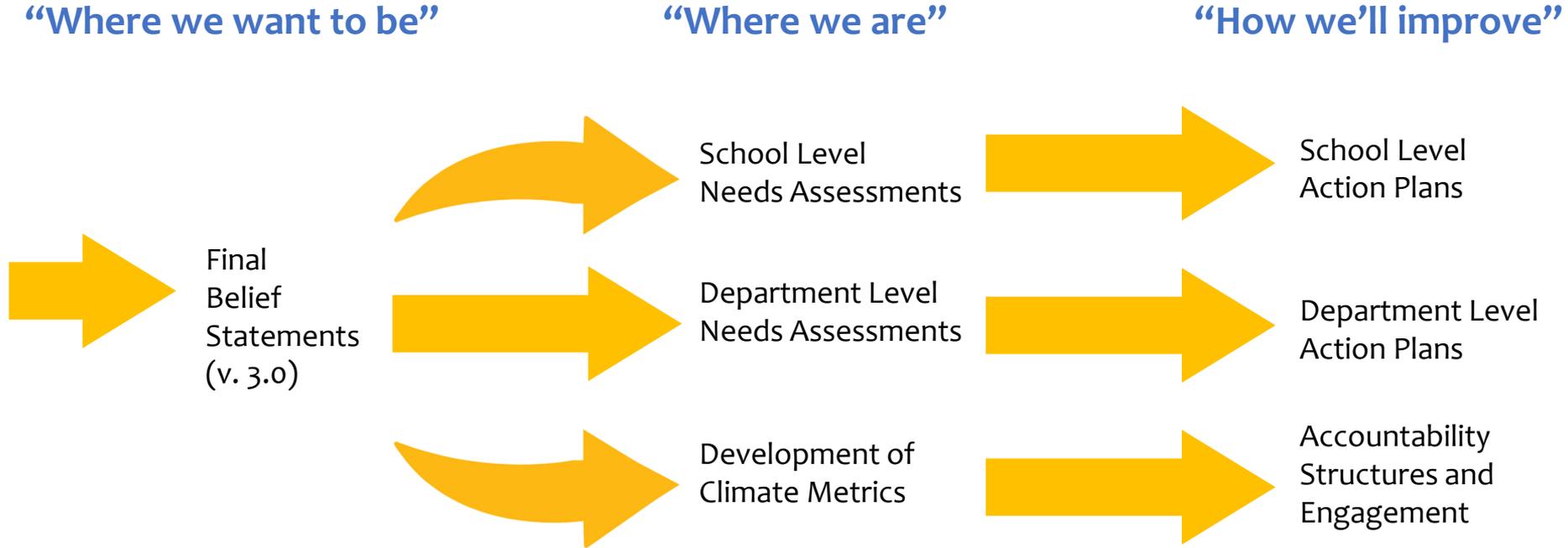
Curriculum Transformation

Curriculum Transformation
July 2020



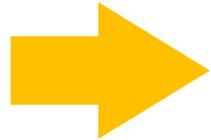
From Belief to Action

Evolution of Belief to Action - Plans



Evolution of Belief to Action - Plans

“Where we want to be”



Final
Belief
Statements
(v. 3.0)



“Where we are”

Site Councils engaging
the schools’
communities



Departments
engaging staff and
partners



ARE Division
building tools and
processes

“How we’ll improve”



Site Councils
build plan and
get feedback
from community



Departments build
plan and get
feedback from
partners



Leadership builds
accountability
structure

Evolution of Belief to Action

“Where we want to be”

“Where we are”

“How we’ll improve”

Final

In partnership with our community, ARE staff will facilitate a process to Define Success:

- What does implementation look like from your perspective/local context?
- What does this Belief Statement look like/feel like/sound like in practice?
- What evidence would let us know whether the Belief Statement was being carried out in practice?

School Level
Needs Assessments

School Level
Action Plans

Department Level
Assessments

Department Level
Action Plans

Accountability
of
ex

Accountability
Structures and
Engagement

Measurement & Monitoring - Climate Index

These definitions will lead to a new Climate Index - or portfolio of ways we gather input on the state of Climate at our schools and departments - and collectively strategize continuous improvement utilizing youth, parent and staff voice.

This Climate Index may include:

- Observation rubric
- Surveys (online, phone)
- Focus groups
- Community meetings
- Internal Data - Human Resources, Building and Grounds, Academics, Equity/SEL, and Engagement

Action to Accountability

Climate Plans - Launching 2021-2022 School Year

Successful action plans include four progressive phases of implementation.

<i>PROGRESS</i>	2021-2022	2022-2023	2023-2024
1. Exploration			
2. Installation			
3. Initial Implementation			
4. Full Implementation			

Climate Plans - Launching 2021-2022 School Year

Successful action plans include four progressive phases of implementation. **Different elements of actions plans may be in different phases.**

Example #1 begins in Exploration, moves through Installation and Initial Implementation, and is fully implemented in 2023-2024.

PROGRESS	2021-2022	2022-2023	2023-2024
1. Exploration	#1		
2. Installation	#1		
3. Initial Implementation	#2	#1	
4. Full Implementation		#2	#1

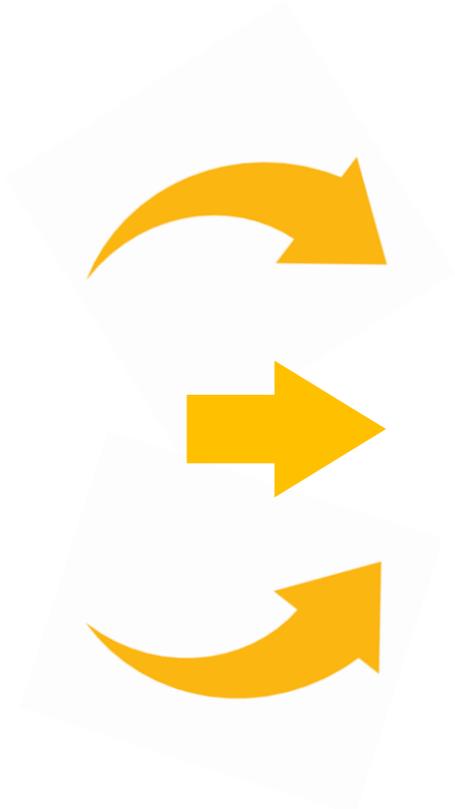
Evolution of Belief to Action

Implementing Plans

School Level
Action Plans

Department Level
Action Plans

Accountability
Structures and
Engagement



1. Making changes

1. Measuring progress

1. Stopping the old, ineffective, and unjust ways

1. Engaging and reporting to our students and families

1. Developing skills

Vision of Minneapolis Experience



Vision for Future

“I [principal] meet with every single student.”

“Students hear our commitment to them, we ask them what is their commitment? We’ll be supporting them, we’ll take the time and not judge them overnight.”

“Our family atmosphere is strong. We have parents who have become staff.”

“We rely on the micro interactions to build our culture, not just cold calling - but connecting when they are dropping their children off with us.”

“We regularly have courageous conversations about the predictable patterns of systemic racism. Awareness and resources lead to liberation.”

“The staff believe in the work we are doing and that’s huge - from the start of the day onward.”

“We’ve aligned the safe classroom climate with our SOEI discussions and MTSS.”

“I let families know that if they’re not happy about our approach, I’m open to change - and the feedback is good.”

“We started a regular open time for parents, it began as a time for them to bring concerns, but after we took their recommendations, we built trust. Our parents from different cultural groups now band together to improve our school.”

“Our SEL work has changed the lens for our relationships and collaboration between licensed and hourly staff.”

“For our family involvement day, we breakout into smaller groups - a more intimate gathering - with students and parents as presenters at those events.”

Key Takeaways

- Safety and security (emotional and physical) is impacted by all areas of the organization. Framework supports long term solution to safety and security.
- A comprehensive climate framework is critical for the adaptive change needed to ensure equitable outcomes and practices (guided by policy 1304).
- Common language is needed for culture and climate. Racism and White supremacy may influence culture and climate
- The district has an infrastructure, engagement process, implementation timeline, examples of climate work and an accountability/ monitoring approach for ongoing climate work
- Draft belief statements have been developed
- Based on information presented tonight, I have a sense of confidence and hope for the future of Minneapolis Public Schools (cautious optimism)



Appendix

Accountability Metrics Examples

Existing Data Sources	CDD Priorities & Areas of Identified Metrics	Emergent Data Sources
<ul style="list-style-type: none">● School Improvement Plans● Family Involvement Plans● Human Resources Data● Parent Participatory Evaluation Findings● Youth Participatory Evaluation Findings● Spring Climate Survey● Other Internal Process Data	<ul style="list-style-type: none">● Academic● Equity● Sustainability	<ul style="list-style-type: none">● Climate Index<ul style="list-style-type: none">○ Revised Climate Survey○ Focus Groups○ Other Climate measurement tools● Internal Process Data<ul style="list-style-type: none">○ School and Department Needs Analysis○ Implementation Status

Transformative SEL

A process whereby young people and adults build strong, respectful, and lasting relationships that facilitate **co-learning** to critically examine root causes of inequity, and to develop collaborative solutions that lead to personal, community and societal well-being.

Transformative SEL



Transformative SEL

- **Self-awareness:** e.g., racial, classed, gendered identities
- **Self-management:** e.g., collective agency
- **Social awareness:** e.g., belonging
- **Relationship skills:** e.g., collaboration/co-construction
- **Responsible decision-making:** e.g., distributive justice/collective well-being



Made possible with support from  Allstate Foundation

Restorative Practices MOA

Minneapolis Federation of Teachers, Local 59
and
Minneapolis Public Schools

Contract Negotiations 2019-2021 Contract
MFT and District Joint Proposal

Presented June 26, 2020, Verbally TA'd June 26, 2020, Signed August 7, 2020

Restorative Practices Memorandum of Agreement (MOA)

We recognize that interpersonal, institutional and structural racism and other systems of oppression are deeply embedded in our social institutions. These systems of oppression impact the climate of our schools and our district.

We acknowledge that each person has beliefs, conscious or unconscious, that perpetuate institutional and structural racism and other systems of oppression. We commit to ongoing learning, reflection and action to actively dismantle structural racism and oppressive behaviors at both the interpersonal and institutional levels. We will disrupt interpersonal and institutional racism and oppression to ensure we are not individually nor collectively perpetuating the cycle of systemic racism and oppression. By working in collaboration, the Minneapolis Federation of Teachers and the Minneapolis Public Schools will ensure equitable and well-supported learning and professional experiences for all persons served and employed by Minneapolis Public Schools.

We know that some of the factors that build and strengthen positive school cultures include supporting self-reflection and personal growth, recognizing diversity among students and staff as well as designing culturally-sustaining curriculum, instruction, assessments and interventions that address the various needs of students, staff, and learning communities.

We also acknowledge that district implementation of restorative practices thus far has been ineffective due to a wide variety of factors. As such, this Memorandum of Agreement (MOA) represents a new start to this work. The joint power of and dedication to the partnership between MFT and MPS in this work signals a deep commitment to restorative practices and represents a strategic shift in how we partner together and drive towards positive and improved outcomes for students.

Therefore, be it resolved that the Minneapolis Federation of Teachers and Minneapolis Public Schools will:

1. Develop a joint communication plan around restorative practices that includes a deliberate launch, monthly communications and opportunities for input and feedback by October 1, 2020.
2. Develop shared beliefs and common language as it relates to restorative practices by November 15, 2020.

3. Identify knowledge, skills, abilities, and existing and possible embedded school and community supports needed to effectively implement restorative practices across the district by December 15, 2020.
4. Develop an understanding of restorative practices that are currently being implemented across the district by site and map best practices across the district by March 1, 2021.
5. Identify opportunities to ensure student-family, and community voice is present in guiding restorative practices across the district during the 2020-2021 school year.
6. Develop a professional development plan and comprehensive implementation plan for restorative practices and trauma responsive and healing centered education for teachers for implementation no later than May 1, 2021.
 - a. Ensure restorative practices are included in New Teacher Orientation agendas.
 - b. Develop restorative practices professional development modules aligned to the identified knowledge, skills, abilities, and existing and possible use of embedded school and community supports to be offered at multiple and variable times throughout the duration of this MOA.
 - c. Offer a minimum of four ProPay Courses focused on restorative practices and trauma-responsive and healing centered education during the 2020-2021 school year.
7. Continue the Restorative Practices Labor Management Committee focused on the implementation of restorative practices across the district in collaboration with the Sense of Safety and Acceptance Climate framework sub-committee and philosophically aligned with draft language proposals for negotiations of the 2021-2023 MFT Teachers Contract.

This MOA shall be in effect for the duration of the 2019-2021 collective bargaining agreements and shall be subject for renewal in successor agreements.

DISTRICT:

Maggie Sullivan
Chief of Human Resources

DATE: _____

FOR THE UNION:

Michelle Wiese
MFT Lead Negotiator

DATE: _____

Youth Participatory Evaluation Summary

WHAT IS YPE?

Since 2015, YPE has helped MPS students in grades 6-12 become evaluators, or the people who gather information from others in the school, figure out what's working and what's not working, and make recommendations about what needs to change. We believe youth have expertise that needs to be heard.

Born out of the District's agreement with the federal Office of Civil Rights, YPE students choose a research question that is important to them and relates to their education, school climate, and/or student engagement.

The team then tries to answer their question by collecting voices at their school, amplifying what they hear, and taking action. Youth recommendations contribute to school and District discussions and decisions. Each May, they present their findings and recommendations at the YPE Spring Summit.

Youth are supported by the Youth Voice Advisor, a QComp-supported position, and connected to their school's Equity & Engagement leadership team. For more information, visit <https://sites.google.com/mps.k12.mn.us/mpsyype/home>



Youth Participatory Evaluation Summary

PARTICIPANTS

YPE empowers underrepresented voices in our schools and provides a positive, proactive space for students to advocate for school change. In the 18-19 school year, black students in MPS were over four and a half times more likely to receive a suspension than their peers, and students who qualify for Free or Reduced Price Lunch were nearly four times more likely — both in line with national trends. YPE asks *these youth* to shape the conversation around school improvement and climate.



27 Schools



266 Students



African American



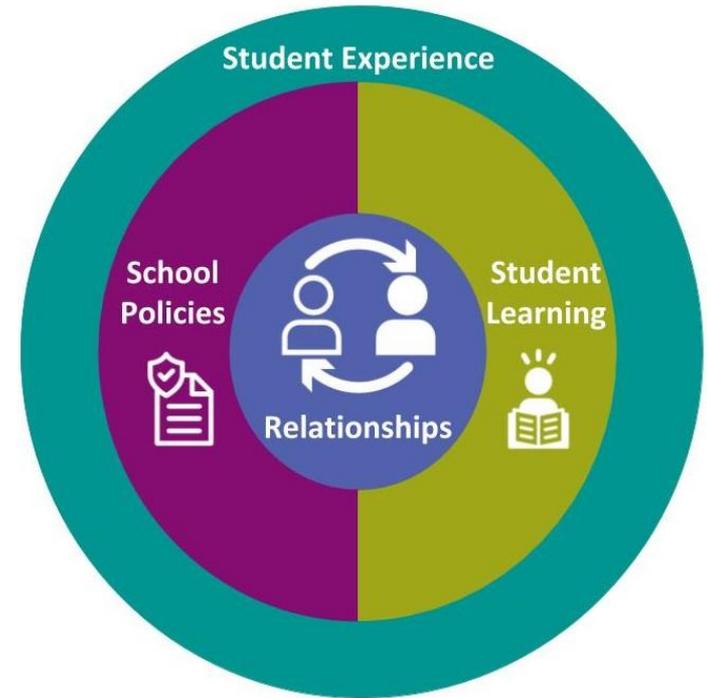
Eligible for FRL

Youth Participatory Evaluation Summary

SUMMARY OF YPE PROJECTS, CO-WRITTEN BY GABE SPINKS (EDISON 2019)

For the past five years, YPE teams at every MPS middle and high school have conducted an annual research project rooted in answering the question, **“What is getting in the way of you and your classmates having the school experience you want to have?”** Over the years, student-led projects have covered a wide range of topics, and student research has primarily resulted in school-level change.

It is clear, however, there are commonalities across projects that can provide a District-level narrative about the MPS student experience. In an effort to better capture these themes and elevate youth voice for District leadership, the Research, Evaluation, and Assessment (REA) department partnered with Gabe Spinks, the 2017 MPS Student Board Representative, to conduct a meta-analysis using each YPE team’s 2018-2019 project as a data source. Three strong and interconnected themes, outlined below, emerged across schools and topic areas. REA staff have used the framework created by Director Spinks’ to develop a memo, linked in the following slide, documenting each of these three themes and outlining recommendations for action. Collectively, these memos can inform our understanding of the MPS student experience and innovative approaches to school improvement.



Youth Participatory Evaluation Summary



RELATIONSHIPS

Relationships (student-to-staff and student-to-student) are impacted by student identity (race/ethnicity and gender), the presence or lack of trust, and a perceived belief gap.

"If you have a bad relationship, it is harder to ask for help when you need it. If you have a good relationship, you can get positive help and it impacts your grade for the positive. When students feel respected, they feel comfortable talking about anything." (Edison 2019)

Relationships are central to most issues young people identify in their school experience. Peer and student-staff relationships affect the ways in which school policies are enforced and how students learn.



SCHOOL POLICIES

Students feel some school policies need to change. Many are enforced inequitably and predictably by student identity.

"I was in 3rd grade, I was told I had to put on a sweater because I had spaghetti straps, what was the problem? I was a child, and yet I was somehow sexualized for showing my shoulder as a 9 year old." (Seward 2019)



STUDENT LEARNING

Student learning is impacted by a school climate and environment that often lacks diversity, engaging and culturally relevant curricula, and positive student-teacher relationships.

"I don't like class, it makes me feel uncomfortable. I didn't go to this class because I'm the only Black kid." (Southwest 2019)

Youth Participatory Evaluation Summary

YOUTH RECOMMENDATIONS

YPE teams are asked to provide their school with recommendations to address issues found during their research. Common recommendations are listed below; more specific recommendations are included in each memo linked above.

1. Hire more staff of color, and in particular teachers of color. Encourage and prepare all staff to talk about race and culture in their classrooms. Remove staff who cannot effectively interact with and support students of color.
2. Provide all staff with professional development that focuses on better supporting the student population at their school, specifically addressing discrimination and using engaging teaching strategies.
3. Ensure school is connected to 'real life.' This includes providing relevant curriculum, honoring students' emotional needs, and strengthening the relationships between students and staff.
4. Find more opportunities for student voice within school decisions. Co-create policies with students and staff so that all members of the school community know and agree to follow them.

Parent Participatory Evaluation Summary

WHAT IS PPE?

MPS has experienced little success using traditional research methods to engage our diverse communities. As a response, REA launched the PPE program in partnership with CEER in 2018.

In 2018-2019, parents representing our American Indian, African American, Hmong, LatinX, and Somali communities designed a culturally-relevant data collection process to engage parents in their communities in identifying: “How can a school **value and respect** your child for who they are?”

Parent Evaluators were trained on three data collection methods—surveys, focus groups, and participatory methods (such as sticker voting or a graffiti wall). Parents analyzed the data they collected and presented their [findings and recommendations](#) to MPS leadership. Parent Evaluators brought cultural innovations to the research process and were able to reach many more parents from these communities than previous REA efforts.



Parent Participatory Evaluation Summary

FINDINGS & RECOMMENDATIONS

After presenting their Fall projects to District leadership in December 2018, Parent Evaluators demanded the District take action in response to their research and recommendations. To facilitate action planning and ensure accountability, staff aligned the Parent Evaluators' findings and recommendations to the MPS Equity Framework and organizational chart, and asked District staff to share a response with parents.

A memo on each of the findings is available on the PPE webpage:

https://rea.mpls.k12.mn.us/parent_participatory_evaluation

HOW CAN A SCHOOL VALUE AND RESPECT YOUR CHILD FOR WHO THEY ARE?



Pedagogy of Equity: Parents want MPS to create an educational experience that honors the cultural and linguistic diversity of the student population.

- Parents feel the MPS academic experience does not reflect and value the languages, cultures, and histories of MPS students.
- Parents expect staff to create safe learning environments by addressing issues of bullying and student conflict.
- Parents need better communication about schools' expectations for behavior, as well as equitable treatment in response to behavior.
- Parents of students in Special Education programming want to better understand Special Education services and the progress their child is making.



Families as Education Partners: Parents of color need schools to break down barriers so they can be partners in their child's education.

- Parents want to be partners in their child's education, but need schoolwide structures to support them in this role.
- Parents seek more positive communication from the District and their child's school.
- Parents want to be able to communicate with school staff, but often do not find multilingual staff or interpreters at MPS schools.
- Parents find it essential that schools make their cultures visible by creating and displaying culturally-specific works and languages, and acknowledging important cultural holidays.



Equity in Operations: Parents want to be sure their child has a safe and equitable school experience.

- MPS must prioritize hiring staff who represent the students who attend schools in the District.
- Parents want MPS staff to know more about their students' cultural histories, values, and practices.
- It is important to many parents that MPS provide transportation to all students.

Parent Participatory Evaluation Summary

MPS Action Steps (Spring '19)

- Increased budget for Interpretation and Translation services
- Hired additional Recruitment and Retention Coordinator to increase staff of color
- Increased budget for Arts department for more culturally-specific arts displays
- Increased Special Education Cultural Liaisons working weeks to include projects that improve relevancy and accessibility of parent communication
- Henry HS added a full time teacher for Hmong language course
- Heritage HS added a full time teacher for Somali Studies course

MPS Updates (Spring '20)

- Hired Video Storyteller to produce oral/visual communication in four languages
- Included three pathways - American Indian, Hmong Language (new!), and Spanish Language - in Comprehensive District Design
- Increased use of non-traditional communication channels to connect with families (e.g. Somos MPS podcast, WhatsApp, Facebook groups, community-led radio)
- Released mandatory video training series for all staff on bullying
- Amended the Minneapolis Federation of Teachers (MFT) union contract to integrate Restorative Practices districtwide starting August 2021
- Empowered parent leadership in Special Education Advisory Committee to expand parent education, communication, and resources

White Supremacy Culture in Organizations

In an article by Tema Okun, the following characteristics of white supremacy culture show up in organizations.

[Click here to access the full article.](#)

- Perfectionism
- Sense of Urgency
- Defensiveness
- Quantity over Quality
- Worship of the Written Word
- Only One Right Way
- Paternalism
- Either/Or Thinking
- Power Hoarding
- Fear of Open Conflict
- Individualism
- I'm the Only One
- Progress is Bigger, More
- Objectivity
- Right to Comfort

Committee of the Whole

Update on Transition to New Safety Models for MPS

July 28, 2020

Board Resolution

Resolution to Terminate the Contract for Services with the Minneapolis Police Department for the Services of School Resource Officers

WHEREAS, Special School District No. 1, Minneapolis Public Schools (District) is responsible for all interactions students have with adults in our school buildings in order to promote a positive school climate....

...WHEREAS, the District has decided the current contract and any continuing contract for services with the Minneapolis Police Department do not align with the priorities of the District's equity and social emotional learning goals...

...WHEREAS, District policy 1304 states, “Minneapolis Public Schools is committed to identifying and correcting practices and policies that perpetuate the achievement gap and institutional racism...”

...FURTHER BE IT RESOLVED that the Board of Directors, Special School District No. 1 **directs the Superintendent to cease any further negotiations with the Minneapolis Police Department for the services of School Resource Officers... directs the Superintendent to provide the Board of Directors with recommendations on how the students of the District will be served and safety maintained by August 18, 2020.**

Goals

1	2	3
Identify and implement a “Step 1” Security and Emergency Response (SER) plan by September 2020	Identify supports to increase student and staff safety through Climate Framework steering committee and task force engagement	Engagement and planning for a “Step 2” Safety, Security and Emergency response model

Security and Emergency Support needs

Incidents impacting safety

- Behaviors such as bullying, substance abuse, demonstrating a lack of respect and cultural humility
- Conflicts between individuals or groups of students
- Direct tie to Climate Framework

Incidents impacting building security

- External threats such as unauthorized people attempting to enter schools, neighborhood crime activity
- Both a people and a physical environment need

Incidents requiring an emergency response

- Medical incidents, fire or other building system malfunctions, large altercations, external events
- Focus on building level emergency plans - preparedness

Previous Safety, Security and Emergency Management functions and roles

Building Security	Positive Engagement and Behavior Supports	Behavior Intervention	Positive Police Interaction	Public Safety
<p>Security Monitor</p>	<p>Education Assistants Associate Educators School Success Program Assistants Community Partners SROs</p>	<p>Principals Assistant Principals SROs</p>	<p>SROs</p>	<p>SROs Part time officers School Patrol officer</p>

Proposed Safety, Security and Emergency Management functions and roles

Building Security	Positive Engagement and Behavior Supports	Behavior Intervention	Critical Incident Management
<p>Security Monitor</p>	<p>Education Assistants Associate Educators School Success Program Assist Community Partners Mental Health supports</p>	<p>Principals Assistant Principals School Success Program Assistants Mental Health Supports</p>	<p>EMSS Specialists *MPD</p>

**Only in cases involving significant or imminent safety threats*

Feedback and insights from community engagement

New approach to security under discussion for the past 5 years

- Groups/stakeholders involved
- Feedback from yearly surveys
- Literature review by a Humphrey Fellow
- Climate and Safety Advisory Committee (CSAC) most recently

Engagement and feedback this summer

- Community leaders
- Internal stakeholders
- Union leadership
- High school Principals

Specialists as members of school communities

These new staff members **will not** be an extension of the discipline/enforcement systems of the past. They will be:

- Assets for schools in regards to planning and response to incidents that threaten the safety of students and staff;
- Rooted in the core district priorities of Equity, Social and Emotional Learning (SEL), and Multi-Tiered Systems of Support (MTSS);
- Working in collaboration with schools to continue to dismantle the white supremacist culture we operate under; and
- Efforts to continue to deconstruct the school-to-prison pipeline.

Specialist recruitment and selection

Recruit candidates who understand and reflect the students they serve

- Diverse pool to include multilingual fluency
- Most important experience required for is understanding and making authentic connections with students
- Collaborative, multi-departmental involvement in two-part interview process
 - Principals, community members, teachers, school support staff, students and other subject matter experts screen candidates to create a pool
- Principals involved in matching process choosing candidates from pool
- Equivalencies have been developed

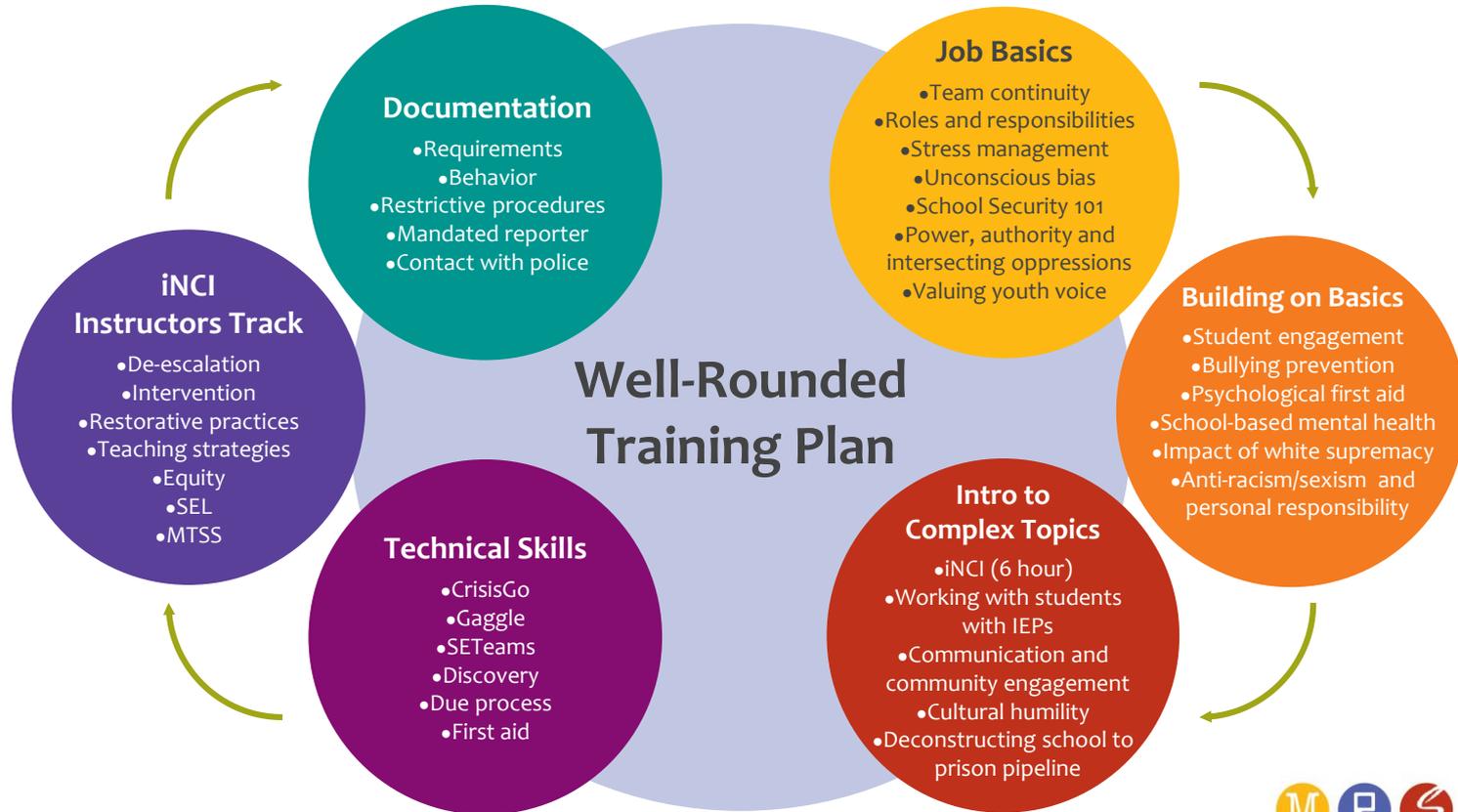
Recommendations for near-term

For this school year

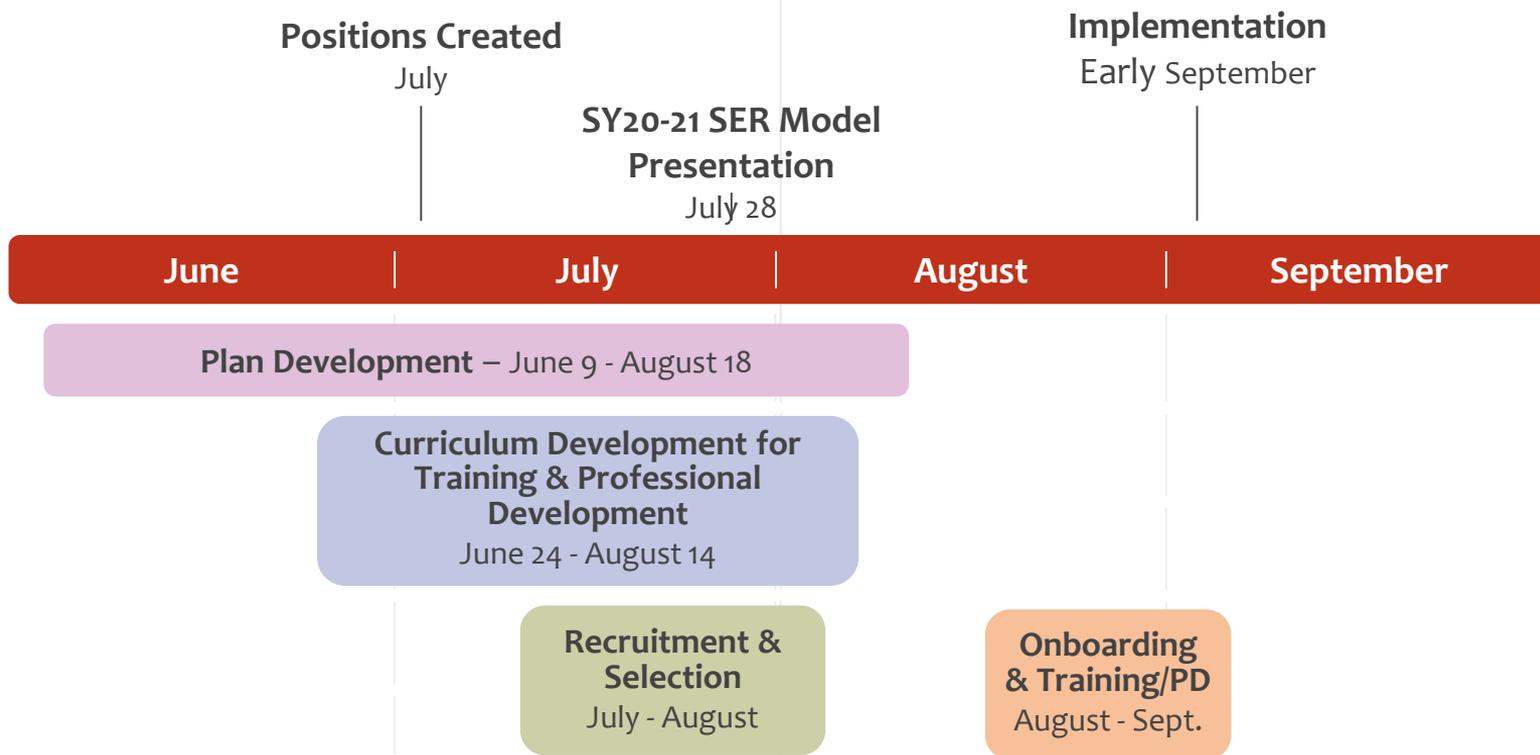
- Considered both an internal solution as well as an external contract
- Recommendations
 - **Expand the number of Specialists** under the office of Emergency Management, Safety & Security
 - Provide centralized support while offering differentiated service based on school needs
 - Have more robust and consistent training plan that impacts all schools
 - **Maintain school-based Security Monitors** for quick access and relationship building, strengthening professional development and ongoing training
 - **Create more consistent welcoming experiences** at school entrances
 - **Increase safety** in identified walk zones and bus stops.

Difference from SROs-- Recruitment and selection processes, training and PD, focus on building relationships, partnered with mental health coaches, restorative justice and non-crisis intervention skills, manage and de-escalate security incidents to protect students

Training and Professional Development



Security and Emergency Response implementation SY 2020-21



Minneapolis Public Schools

List A: All Employees: Tuesday, August 18, 2020

Hiring - Licensed

Lisa Asperheim	MPS Metro HA	Teacher, Psychology Services	7/1/2020
Michael Athorn	Harrison Education Center	Teacher, Special Education	8/23/2020
Alexandra Beck	Barton Open	Teacher, Elementary	8/23/2020
Asha Belk	Bethune	Teacher, Social Worker	8/16/2020
Laura Berens	Cityview	Teacher, Special Education	8/23/2020
Karin Bernal	Seward Montessori School	Teacher, Library Media Specialist	8/23/2020
Eve Blackwell	Hiawatha Elementary	Teacher, Elementary	7/1/2020
Lauren Caban	Folwell Performing Arts	Teacher, Elementary	8/23/2020
Tracey Collins	Kenny Elementary	Teacher, Music	7/1/2020
Samuel Crossley	Emerson Spanish Immersion	Teacher, Bilingual/Bicultural (Spanish)	7/1/2020
Micayla Dawson	Lake Harriet Upper (Fulton)	Teacher, Music	8/23/2020
Kari Deslauriers	Anne Sullivan	Teacher, High Five	8/23/2020
Michelle Diaz	Richard Green Central	Teacher, Bilingual/Bicultural (Spanish)	8/23/2020
Scott Erickson	Kenny Elementary	Teacher, Music	7/1/2020
Diana Fasanaro	Emerson Spanish Immersion	Teacher, Bilingual/Bicultural (Spanish)	8/23/2020
Abigail Fischer	Armatage	Teacher, Elementary	8/23/2020
Laura Fischer	Andersen United	Teacher, Music	8/23/2020
Kathryn Fling	Pratt Elementary	Teacher, Art	8/23/2020
Amelia Furman	Pratt Elementary	Teacher, Music Therapist	8/23/2020
Jennifer Garrison	Andersen United	Teacher, High Five	8/23/2020
Johnathan Harlin	Lake Harriet Upper (Fulton)	Teacher, Art	8/23/2020

Minneapolis Public Schools

List A: All Employees: Tuesday, August 18, 2020

Hiring - Licensed

Lynn Harper	Folwell Performing Arts	Teacher, English Second Language	7/1/2020
Richard Hawj	Hmong International Academy	Teacher, Elementary	8/23/2020
Jacqueline Hendrickson	Hall International	Teacher, Library Media Specialist	8/23/2020
Kathryn Johnson	Armatage	Teacher, Elementary	8/23/2020
Mark Johnson	Lake Nokomis Keewaydin	Teacher, Health	7/1/2020
Amy Kennedy	Accountability & Evaluation	Teacher, District Program Facilitator	8/11/2020
Patricia Kroulik	Hiawatha Elementary	Teacher, Special Education	8/23/2020
Blaine Mably	Wellstone Intl High School	Teacher, TOSA Instructional Specialist	7/1/2020
Mahamed Mahamed	Whittier Community School	Teacher, English Second Language	8/23/2020
Rebecca Mijal	Transition Plus	Teacher, Special Education	8/23/2020
Ellen Nelson	Seward Montessori School	Teacher, Elementary	8/23/2020
Chandralyn Nimz	Teaching & Learning	Teacher, TOSA General	7/1/2020
Erika Osterbur	Richard Green Central	Teacher, Bilingual/Bicultural (Spanish)	8/23/2020
Terry Pena	Teacher Development	Teacher, TOSA General	8/23/2020
Kristina Pettis	River Bend	Teacher, Special Education	8/23/2020
Iana Phillips	Teaching & Learning	Teacher, TOSA General	8/23/2020
Taylor Phimister	Waite Park Elementary	Teacher, Elementary	8/23/2020
Matthew Shaver	Hall International	Teacher, Elementary	8/23/2020
Beatriz Solis Doe	Windom Elementary	Teacher, High Five	8/23/2020
James Stock	Online Learning	Teacher, Science	7/1/2020
Kelsey Stotz	Waite Park Elementary	Teacher, Music	8/23/2020

Minneapolis Public Schools

List A: All Employees: Tuesday, August 18, 2020

Hiring - Licensed

Jonathan Sussman	Bethune	Teacher, Music	8/23/2020
Margaret Thompson	Sanford Middle School	Teacher, TOSA Instructional Specialist	7/1/2020
Tamara Turner	Andersen United	Teacher, Art	8/23/2020
Michael Van Patten	Anne Sullivan	Teacher, Special Education	8/23/2020
Lindsey Wagner	Anne Sullivan	Teacher, Psychology Services	7/1/2020
Katurah Weyenberg	Jenny Lind	Teacher, TOSA General	8/20/2020

Hiring - Non Licensed

Ardelia Adams	Engineers, Zone 2	Custodian	6/5/2020
Yves Akpata	Engineers, Zone 2	Custodian	6/9/2020
Jenna Anderson	Anne Sullivan	Special Education Assistant	9/1/2020
Valerie Ausland	Dowling Elementary	Special Education Assistant	9/1/2020
Brittany Becker	Barton Open	Associate Educator	8/24/2020
Lonsom Branch	Engineers, Zone 1	Custodian	6/8/2020
Cristin Craig	Equity & Integration	Coordinator, Educational Equity	7/20/2020
Diana Espitia	Webster Elementary	Special Education Assistant	7/7/2020
Paula Foley	Teaching & Learning	Project Manager	6/11/2020
Paula Foley	Teaching & Learning	Project Manager	6/11/2020
Madison Foster	Hiawatha Elementary	Special Education Assistant	8/18/2020
Daha Gobdoon	Transportation	Cultural Facilitator	6/22/2020
Shayla Gonzalez	Pratt Elementary	Health Services Assistant	9/1/2020
Kelsey Gross	Lake Nokomis Wenonah	Special Education Assistant	8/18/2020

Minneapolis Public Schools

List A: All Employees: Tuesday, August 18, 2020

Hiring - Non Licensed

Erin Heim	Emerson Spanish Immersion	Special Education Assistant	9/1/2020
Joelle Hershberger	Pillsbury Math/Science/Technology	Associate Educator	8/4/2020
Skyler Holloway	Talent Acquisition	Human Resources Consultant	7/21/2020
Kelsey Holman	Webster Elementary	Special Education Assistant	8/18/2020
Nicole Holt	Waite Park Elementary	Special Education Assistant	8/4/2020
Ryan Houle	Jefferson Elementary	Special Education Assistant	8/23/2020
Adam Hulst	Andersen United	Special Education Assistant	9/1/2020
Adam Hulst	Andersen United	Special Education Assistant	9/1/2020
Zeinab Hurreh	Family Resource Center	Family & Community Liaison (ESP)	7/7/2020
Muzamil Ibrahim	Transition Plus	Special Education Assistant	8/4/2020
Alyssa Jackson	Bethune	Associate Educator	8/18/2020
Rosane Johnson	Barton Open	Associate Educator	9/1/2020
Rachel Karlov	Marcy Open School	Special Education Assistant	9/1/2020
Marguerite Kibira	Hall International	Special Education Assistant	8/4/2020
Noah Kleinschmidt	Northeast Middle School	Special Education Assistant	9/1/2020
Karen Knudson	Andersen United	Special Education Assistant	8/4/2020
Colleen Koll	IT Solution Center	IT Service Desk Support Technician	7/20/2020
Jacob Law	Design & Training	Technology Applications Instructor	7/27/2020
Min Lee	Office of the Executive Officer	Marketing & Communications Spec, Senior	8/3/2020
Daisy Lezama	Northeast Middle School	Office Assistant	8/4/2020
April Lloyd	Engineers, Zone 1	Custodian	6/8/2020

Minneapolis Public Schools

List A: All Employees: Tuesday, August 18, 2020

Hiring - Non Licensed

Melody Lockwood	Teaching & Learning	Coordinator, Multi-Tiered System of Supp	7/1/2020
Mariel Lopez-Ocototxle	Folwell Performing Arts	Security Monitor	8/18/2020
Max Medcqm	Northeast Middle School	Intervener	9/1/2020
Deanna Moeller	Harrison Education Center	Special Education Assistant	8/18/2020
Catherine Neu	Burroughs	Associate Educator	9/1/2020
Kenny Nguyen	Grow Your Own, Special Education	ESP Resident, Special Education	6/15/2020
Dale Olson	District Communications Center	District Communication Ctr Specialist	8/4/2020
Matthew Olson	River Bend	Special Education Assistant	8/18/2020
Erin O'Neill	Design & Training	Systems Administrator, Human Resources	7/7/2020
Elizabeth Ortega Perez	CWS, Site Group 2	Food Service Assistant	3/12/2020
Katie Pearson	Anne Sullivan	Special Education Assistant	9/1/2020
Quamon Peoples	Engineers, Zone 2	Custodian	6/22/2020
Terri Peterson	Cityview	Special Education Assistant	9/1/2020
Jasmine Pierce	Lucy Craft Laney at Cleveland Park	Special Education Assistant	7/7/2020
Lori Reimer	District Communications Center	District Communication Ctr Specialist	8/4/2020
Kiara Robinson	Talent Acquisition	Human Resources Specialist	3/24/2020
Christopher Rochel	Seward Montessori School	Special Education Assistant	9/1/2020
Sheradyn Romo	River Bend	Special Education Assistant	9/1/2020
Donovan Tomony	Transition Plus	Special Education Assistant	7/9/2020
Ryan Virden	Positive School-Wide Engagement	Coordinator, Restorative Practices	8/4/2020
Chen Vue	Pratt Elementary	Family & Community Liaison (ESP)	8/4/2020

Minneapolis Public Schools

List A: All Employees: Tuesday, August 18, 2020

Hiring - Non Licensed

Phoebe Wahlberg	Pratt Elementary	Special Education Assistant	8/18/2020
Annelise Walsh	Olson Middle School	Special Education Assistant	9/1/2020
Daryn Woodson	Equity & Integration	Coordinator, Educational Equity	7/20/2020
Mathew Xiong	Transition Plus	Special Education Assistant	9/1/2020
Abby Zutz	Bethune	Special Education Assistant	9/1/2020

Discharges**Licensed****Non-Licensed****Probationary Separations****Licensed**

Teacher, Physical Education	7/5/2020	2020-8-ER-1000
Teacher, World Languages (Ojibwe)	7/5/2020	2020-8-ER-1001
Teacher, World Languages (ESL)	7/5/2020	2020-8-ER-1002
Teacher, Music	7/5/2020	2020-8-ER-1003
Teacher, JAG	7/5/2020	2020-8-ER-1004
Teacher, Special Education	7/5/2020	2020-8-ER-1005
Teacher, World Languages (Arabic)	7/5/2020	2020-8-ER-1006
Teacher, Social Studies	7/5/2020	2020-8-ER-1008
Teacher, Elementary	7/5/2020	2020-8-ER-1010

Licensed, Staff Reduction

Teacher, Social Studies	7/5/2020	2020-8-ER-1011
Teacher, Social Studies	7/5/2020	2020-8-ER-1012
Teacher, Special Education	7/5/2020	2020-8-ER-1013
Teacher, Physical Education	7/5/2020	2020-8-ER-1014
Teacher, Science	7/5/2020	2020-8-ER-1015
Teacher, TOSA General	7/5/2020	2020-8-ER-1016
Teacher, Social Studies	7/5/2020	2020-8-ER-1017
Teacher, Social Studies	7/5/2020	2020-8-ER-1018
Teacher, TOSA Administrative	7/5/2020	2020-8-ER-1019
Teacher, Social Worker	7/5/2020	2020-8-ER-1020
Teacher, Counselor	7/5/2020	2020-8-ER-1021
Teacher, Math	7/5/2020	2020-8-ER-1022
Teacher, Counselor	7/5/2020	2020-8-ER-1023
Teacher, Elementary	7/5/2020	2020-8-ER-1024
Teacher, Theater/Dance	7/5/2020	2020-8-ER-1025
Teacher, Math	7/5/2020	2020-8-ER-1026
Teacher, ESL	7/5/2020	2020-8-ER-1027
Teacher, Science	7/5/2020	2020-8-ER-1028

Teacher, ESL	7/5/2020	2020-8-ER-1029
Teacher, Theater/Dance	7/5/2020	2020-8-ER-1030
Teacher, Bilingual/Bicultural (Spanish)	7/5/2020	2020-8-ER-1007
Teacher, Elementary	7/5/2020	2020-8-ER-1031
Teacher, Math	7/5/2020	2020-8-ER-1032
Teacher, World Language (French)	7/5/2020	2020-8-ER-1033
Teacher, Social Studies	7/5/2020	2020-8-ER-1034
Teacher, Theater/Dance	7/5/2020	2020-8-ER-1035
Teacher, Social Studies	7/5/2020	2020-8-ER-1036
Teacher, Social Studies	7/5/2020	2020-8-ER-1037
Teacher, Counselor	7/5/2020	2020-8-ER-1038
Teacher, Math	7/5/2020	2020-8-ER-1009
Teacher, Theater/Dance	7/5/2020	2020-8-ER-1039
Teacher, ESL	7/5/2020	2020-8-ER-4095

Non-Licensed

Child Care Assistant	07-23-2020	2020-8-ER-4166
Consultant	06-25-2020	2020-8-ER-4146
Associate Educator	06-10-2020	2020-8-ER-3135
Child Care Assistant	06-08-2020	2020-8-ER-4152

Non-Licensed, Staff Reduction

Associate Educator	07-01-2020	2020-8-ER-1062
Associate Educator	07-01-2020	2020-8-ER-1069
Special Education Assistant	07-01-2020	2020-8-ER-1079

Layoffs**Licensed****Non-Licensed**

Associate Educator	07-01-2020	2020-8-ER-1063
Associate Educator	07-01-2020	2020-8-ER-1064
Special Education Assistant	07-01-2020	2020-8-ER-1057
Associate Educator	07-01-2020	2020-8-ER-1065
Associate Educator	07-01-2020	2020-8-ER-1066

Minneapolis Public Schools	Personnel List B – Involuntary Separation Actions		Tuesday, August 18, 2020	
Associate Educator	07-01-2020	2020-8-ER-1067	Administrator	07-01-2020 2020-8-ER-1048
Coordinator	07-01-2020	2020-8-ER-1047	Associate Educator	07-01-2020 2020-8-ER-1075
Associate Educator	07-01-2020	2020-8-ER-1059	Associate Educator	07-01-2020 2020-8-ER-1072
Project Coordinator	07-01-2020	2020-8-ER-1050	Office Assistant	07-01-2020 2020-8-ER-1045
Family & Community Liaison	07-01-2020	2020-8-ER-1054	Administrator	07-01-2020 2020-8-ER-1051
Associate Educator	07-01-2020	2020-8-ER-1068	Associate Educator	07-01-2020 2020-8-ER-1058
School Success Program Assistant	07-01-2020	2020-8-ER-1076	Special Education Assistant	07-01-2020 2020-8-ER-1056
Special Education Assistant	07-01-2020	2020-8-ER-1055	Associate Educator	07-01-2020 2020-8-ER-1074
Program Coordinator	07-01-2020	2020-8-ER-1053	Associate Educator	07-01-2020 2020-8-ER-1060
Coordinator	07-01-2020	2020-8-ER-1046	Associate Educator	07-01-2020 2020-8-ER-1073
Associate Educator	07-01-2020	2020-8-ER-1070	Project Coordinator	07-01-2020 2020-8-ER-1049
School Success Program Assistant	07-01-2020	2020-8-ER-1077		
Associate Educator	07-01-2020	2020-8-ER-1071		
Associate Educator	07-01-2020	2020-8-ER-1061		
Supervisor	07-01-2020	2020-8-ER-1052		
School Success Program Assistant	07-01-2020	2020-8-ER-1078		

Administrative Contract Non-Renewals



AIA®

Document G701™ – 2017

Change Order

PROJECT: <i>(name and address)</i> FY20 Site Improvements 11 sites	CONTRACT INFORMATION: Contract For: site improvements Date: 04/30/2020	CHANGE ORDER INFORMATION: Change Order Number: 002 Date: 07/20/2020
OWNER: <i>(name and address)</i> Minneapolis Public Schools 1250 West Broadway Minneapolis, MN 55411	ARCHITECT: <i>(name and address)</i> Pierce Pini + Associates, Inc. 9298 Central Avenue NE, #312 Blaine, MN 55434	CONTRACTOR: <i>(name and address)</i> Allied Blacktop Company 10503 89th Avenue North Maple Grove, MN 55369

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

CO#06: Davis Center fog seal material changed to emulsion sealer.

The original Contract Sum was	\$	<u>579,529.00</u>
The net change by previously authorized Change Orders	\$	<u>88,984.92</u>
The Contract Sum prior to this Change Order was	\$	<u>668,513.92</u>
The Contract Sum will be increased by this Change Order in the amount of	\$	<u>4,016.00</u>
The new Contract Sum, including this Change Order, will be	\$	<u>672,529.92</u>
The Contract Time will be unchanged by	(0)	days.
The new date of Substantial Completion will be August 14, 2020		

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Pierce Pini + Associates, Inc. ARCHITECT (Firm name) <i>Rhonda S. Pierce</i> SIGNATURE	Allied Blacktop Company CONTRACTOR (Firm name) <i>[Signature]</i> SIGNATURE	Minneapolis Public Schools OWNER (Firm name) SIGNATURE
Rhonda S. Pierce, President PRINTED NAME AND TITLE	Brent Capistrant, V.P. PRINTED NAME AND TITLE	 PRINTED NAME AND TITLE
07/20/2020 DATE	7/21/2020 DATE	 DATE

Allied Blacktop

10503 89th Avenue North
Maple Grove, MN 55369

Phone: (763) 425-0575
Fax: 763-424-6791
www.alliedblacktopmn.com

Change Order #6

Project Name: Minneapolis School FY20
Allied Job Number: 20-193
Allied Representative: Aaron M. Philipson
Allied Rep Phone/Email: 612-834-0186 Aaron@alliedblacktopmn.com
Change Order Submitted to: Ann Cerney & Rhonda Pierce
Phone Number/Email: 612-673-2854 & 763-242-9039
Representing (Customer): Minneapolis Schools
Date: 7/20/2020

Details of Change Order Per Exhibit B Unit Prices:

Davis Center

Change from CSS1H-D50 fog seal material to CS-41 Emulsion Sealer.

For Change Orders, fill out the following:

Original Contract Amount:	<u>\$579,529.00</u>
Current Change Order Price:	<u>\$4,016.00</u>
Previous Change Order #1 Amount:	<u>\$48,401.48</u>
Previous Change Order #2 Amount:	<u>\$9,832.50</u>
Previous Change Order #3 Amount:	<u>\$5,938.20</u>
Previous Change Order #4 Amount:	<u>-\$3,719.61</u>
Previous Change Order #5 Amount:	<u>\$28,532.35</u>
Revised Contract Total:	<u>\$672,529.92</u>

Authorized Signature of Allied Blacktop Employee:



Acceptance of Change Order: the above change order is accepted. I hereby authorize change order as detailed above.

Date of acceptance: _____ Signature: _____
(To be dated and signed by individual authorizing change order)



MINNEAPOLIS
PUBLIC SCHOOLS

Urban Education. Global Citizens.

CONTRACT FOR SERVICES – \$25,000 above

This Contract is entered into between Special School District No. 1, “District”, a special school district created and existing under the laws of Minnesota, and ARCH Language Network “Contractor” (collectively “parties”) to provide district wide interpretation services over the phone in effort to increase the capacity of MPS schools and department to secure interpreters to all schools [Multilingual, Communications, Engagement and External Relations; Board of Education; Special Education, Early Childhood Education and ECFE; Adult basic Ed; Extended Learning District-wide.

TERM OF CONTRACT

1.1 This Contract is effective on August 04, 2020 or the date of the last signature of the parties, whichever is later, and shall remain in effect until July 30, 2021, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

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

2 SCOPE OF WORK

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

3 CONSIDERATION AND TERMS OF PAYMENT

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

3.1 Total Obligation



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District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed \$128,240.00. 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 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: Communications
Attn: Sharifa Urey
1250 W Broadway
Minneapolis, MN 55411
Email: Sharifa.urey@mpls.k12.mn.us

CONTRACTOR

ARCH Language Network
Phone: 651.789.7015
Address: 125 Little Canada, RD. West little Canada, MN 55117
Email: rhastings@archlanguage.com

ACKNOWLEDGMENT

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

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

22 NON-WAIVER

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

23 ASSIGNMENT

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

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

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

25 WARRANTY

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

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

26 SEVERABILITY

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

27 SURVIVABILITY

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

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Kim Ellison

(Printed)

Title: Chair, Board of Education

Date: _____

CONTRACTOR NAME

Signature: 

Name: Russell Hastings

(Printed)

Title: President

Date: 07/01/2020

Exhibit A:

Deliverables:

Provide district-wide interpretation services over the phone in effort to increase capacity of MPS schools and departments to secure interpreters. All schools- multilingual, communications, engagement and external relations; Board of Education; Special Education; Early Childhood Education and ECFE; Adult Ed; Extended Learning.

Service Outcome:

Face to Face interpreting, document translation, interpretation for parent-teacher conference, on-site interpretation for school-wide and district events, provide a high-quality web based electronic tracking system, provide transparency of all requests, and confirmations and unused requests,

Method of Evaluation:

A variety of measurements are used: family feedback, accuracy of reports, and fulfillment of interpreting requests, staffing training and customer service.

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Payments will be completed after the completion of services,

[The remainder of this page intentionally left blank.]



Contract Summary of Approval

Contract Group: IT Services

Contract Type: Purchase Goods and services

VENDOR DETAILS

Vendor Name:	Carahsoft Technology
Reason Vendor Selected:	T-653(5) State, Cooperative or Joint Power Contract
Vetted/State/Cooperatives End Date:	5/31/2021

CONTRACT INFORMATION

Contract Purpose:	Contract Amendment for Prisma Access Licenses which allows us to filter internet content on MPS Devices.
Contract Description:	Contract Amendment for Prisma Access Licenses.
Amendment Description:	AMD#1 SRM-4400000474 – Increase licenses count by 15K.
Deliverables/Outcomes:	Prisma Access Licenses
Site(s) Affected:	Districtwide
Effective Start Date:	08/18/2020
Effective End Date:	04/01/2024
Contract Manager:	Justin Hennes

FUNDING INFORMATION

Shopping Cart No.:	
Contract Value:	\$554,250.00
Original Contract Amount:	\$984,950.00
Accumulative Contract Value:	\$1,539,200.00
Primary Fund Source:	Bonding

APPROVED BY

Kim Ellison	Board, Chair		
LEVEL 1 APPROVER	TITLE	SIGNATURE	DATE

Justin Hennes	Senior Information Officer		
LEVEL 2 APPROVER	TITLE	SIGNATURE	DATE



MINNEAPOLIS
PUBLIC SCHOOLS

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CONTRACT FOR SERVICES – \$25,000 above

This Contract is entered into between Special School District No. 1, “District”, a special school district created and existing under the laws of Minnesota, and The Center for Black Educator Development “Contractor” (collectively “parties”) to provide Professional Learning Sessions to 500 Individual Teachers, District Staff and Building Administrators

TERM OF CONTRACT

1.1 This Contract is effective on August 18, 2020 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 20, 2021, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

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

2 SCOPE OF WORK

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

3 CONSIDERATION AND TERMS OF PAYMENT

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

3.1 Total Obligation

District’s total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed \$100,001. Contractor shall



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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



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

4 GENERAL TERMS AND CONDITIONS

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

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

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

6 BACKGROUND CHECKS

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

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



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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



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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



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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



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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 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



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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: Academic Office
Attn: Aimee Fearing
1250 W Broadway
Minneapolis, MN 55411
Email: aimee.fearing@mpls.k12.mn.us

CONTRACTOR

The Center for Black Educator Development
Phone: 267-228-5129
Address: 7901 Hidden Lane, Elkins Park, PA 19027
Email: Victoria.harrison@thecenterblacked.org

ACKNOWLEDGMENT

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

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



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

22 NON-WAIVER

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

23 ASSIGNMENT

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

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

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

25 WARRANTY

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



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

26 SEVERABILITY

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

27 SURVIVABILITY

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

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SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Kim Ellison

(Printed)

Title: Board Chair

Date: _____

CONTRACTOR NAME

Signature: 

Name: Sharif El-Mekki

(Printed)

Title: Founder/Chief Executive Officer

Date: 8/10/2020



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Exhibit A:

Deliverables:

1) Engage in 3 strategic planning sessions with district leadership, Center personnel and facilitators to: a) Clarify and finalize scope of work for professional learning sessions. b) Identify logistics for virtual engagement and distance learning c) Scaffold and map PD sessions and curriculum to dovetail Minneapolis Public School's Curriculum Transformation Process. 2) Develop a system for ongoing communication between the Center and district personnel to ensure an iterative process. 3) Execute a total of 10 professional learning sessions that adhere to adult learning and a combination of asynchronous and synchronous learning.

Service Outcome:

- Reflecting on One's Cultural Lens & Individual Cultural Identity.
- Recognizing and Redressing Bias in the System in/adjacent to our Educational System .
- Bringing Real-World Issues into the Classroom, Ensuring a Global Context and Interconnectedness of Curriculum.
- Respecting, Embracing & Incorporating the Integrity of Students' Cultural Knowledge.
- Individual Achievements: pursuing necessary skills and personal will to produce a mindset that is culturally aware and responsive in all relationships.
- Cultural Competence: a set of congruent behaviors, attitudes, and policies that come together in a system, agency, or among professionals that enables effective work in cross-cultural situations.
- Cultural Humility: maintaining an interpersonal stance that is other-oriented (or open to the other) in relation to aspects of cultural identity that are most important to the person.
- Critical Consciousness: the ability to recognize and analyze systems of inequality and the commitment to take action against these systems.

Method of Evaluation:

Review by attendees

[The remainder of this page intentionally left blank.]



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EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Click or tap here to enter text.

[The remainder of this page intentionally left blank.]



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AIA[®] Document G701[™] – 2017

Change Order

PROJECT: <i>(Name and address)</i> MPS FY2020 BAS Upgrades 6 Sites	CONTRACT INFORMATION: Contract For: BAS Upgrade Date: September 28, 2019	CHANGE ORDER INFORMATION: Change Order Number: 003 Date: August 4, 2020
OWNER: <i>(Name and address)</i> Minneapolis Public Schools Special District #1 1250 W. Broadway Minneapolis, MN 55411	ARCHITECT: <i>(Name and address)</i> KFI Engineers 670 County Road BW St. Paul, MN 55113	CONTRACTOR: <i>(Name and address)</i> Harris Controls 909 Montreal Circle St. Paul, MN 55102

THE CONTRACT IS CHANGED AS FOLLOWS:

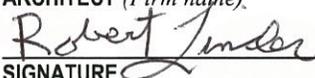
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original Contract Sum was	\$ 808,060.00
The net change by previously authorized Change Orders	\$ 102,361.00
The Contract Sum prior to this Change Order was	\$ 910,421.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 53,001.00
The new Contract Sum including this Change Order will be	\$ 963,422.00

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be unchanged

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

KFI Engineers ARCHITECT <i>(Firm name)</i>  <hr/> SIGNATURE Robert Linder, P.E. <hr/> PRINTED NAME AND TITLE 8/4/2020 <hr/> DATE	Harris Controls CONTRACTOR <i>(Firm name)</i>  <hr/> SIGNATURE Jon Klug, P.M. <hr/> PRINTED NAME AND TITLE 8/4/2020 <hr/> DATE	Minneapolis Public Schools OWNER <i>(Firm name)</i> <hr/> SIGNATURE <hr/> PRINTED NAME AND TITLE <hr/> DATE
--	--	---

MPS BAS Upgrades 6 Sites
 20-2904 (KFI 19-221.00)
 Change Order #3
 8/4/2020

Date	Site	Scope of Work Item	Cost	Status
7/31/2020	Olson	Olson VAV FTR	\$ 29,409.00	Recommend Approve
8/4/2020	Barton	Barton VAV RHCs	\$ 21,285.00	Recommend Approve
8/4/2020	Barton	Barton Additional VAV	\$ 2,307.00	Recommend Approve
		Total	\$ 53,001.00	Total Approved



Contract Summary of Approval

Contract Group: IT Services

Contract Type: Purchase Goods and Services

VENDOR DETAILS

Vendor Name:	Hewlett Packard Financial Services
Reason Vendor Selected:	State, Cooperative or Joint Power Contract
Vetted/State/Cooperatives End Date:	12/1/2022

CONTRACT INFORMATION

Contract Purpose:	Amendment for HPFS leases to increase and provide District Devices during Distance Learning
Contract Description:	Amendment for additional HPFS leases for District Services
Amendment Description:	#4400000511 – Increase in contract value due to increase in leases
Deliverables/Outcomes:	HPFS Leases
Site(s) Affected:	District wide
Effective Start Date:	08/18/2020
Effective End Date:	06/30/2025
Contract Manager:	Justin Hennes

FUNDING INFORMATION

Shopping Cart No.:	N/A
Contract Value:	\$3,500,000.00
Original Contract Amount:	\$8,500,000.00
Accumulative Contract Value:	\$12,000,00.00
Primary Fund Source:	Bonding & Referendum

APPROVED BY

Kim Ellison	Board, Chair		
LEVEL 1 APPROVER	TITLE	SIGNATURE	DATE
Justin Hennes	Senior Information Officer		
LEVEL 2 APPROVER	TITLE	SIGNATURE	DATE



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CONTRACT FOR SERVICES – \$25,000 above

This Contract is entered into between Special School District No. 1, “District”, a special school district created and existing under the laws of Minnesota, and idream TV “Contractor” (collectively “parties”) to provide live video and production of MPS School Board of Education meeting, Coverage of the whole meetings, high school graduations and additional public meetings as determined by the Board of Education/Superintendent or designee. The information will be accessible to families who cannot be present at events/meetings to District-wide.

TERM OF CONTRACT

- 1.1 This Contract is effective on August 4, 2020 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 30 2021, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2 Contractor understands that **NO WORK SHOULD BEGIN UNDER THIS CONTRACT** until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District’s Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor’s OWN RISK and as a volunteer.

2 SCOPE OF WORK

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

3 CONSIDERATION AND TERMS OF PAYMENT

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

3.1 Total Obligation



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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.

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



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 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

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

22 NON-WAIVER

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

23 ASSIGNMENT

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

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

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

25 WARRANTY

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

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Kim Ellison

(Printed)

Title: Board Chair

Date: _____

CONTRACTOR NAME

Signature: *Edith K. French*

Name: Edie French

(Printed)

Title: President/CEO

Date: 6/29/20



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

SRM: 4400000576

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Payments will be completed when services are complete.

[The remainder of this page intentionally left blank.]



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

SRM: 4400000576

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Contract Summary of Approval

Contract Group: IT Services

Contract Type: Purchase Goods

VENDOR DETAILS

Vendor Name:	Insight Public Sector Inc.
Reason Vendor Selected:	State, Cooperative or Joint Power Contract
Vetted/State/Cooperatives	
End Date:	

CONTRACT INFORMATION

Contract Purpose:	G-Suite Enterprise for Education licensing
Contract Description:	Software licenses to support distance learning, Google Meet, and increase security and analytics of our Google cloud platform.
Amendment Description:	N/A
Deliverables/Outcomes:	G-Suite enterprise for education licensing.
Site(s) Affected:	All
Effective Start Date:	08/01/2020
Effective End Date:	07/31/2023
Contract Manager:	Jason Worwa

FUNDING INFORMATION

Shopping Cart No.:	Click or tap to enter text
Contract Value:	\$104,773.38 per year \$320,000.00 for 3 years
Original Contract Amount:	
Accumulative Contract Value:	
Primary Fund Source:	Referendum

APPROVED BY

Kim Ellison	Board Chair		
LEVEL 1 APPROVER	TITLE	SIGNATURE	DATE
Justin Hennes	Senior Information Officer		
LEVEL 2 APPROVER	TITLE	SIGNATURE	DATE



Contract Summary of Approval

Contract Group: IT Services

Contract Type: Purchase Goods and services

VENDOR DETAILS

Vendor Name:	Insight Public Sector
Reason Vendor Selected:	State, Cooperative or Joint Power Contract
Vetted/State/Cooperatives	State Contract
End Date:	

CONTRACT INFORMATION

Contract Purpose:	Azure Overage for Microsoft for CTE Virtual Labs during COVID.
Contract Details:	Azure Overage for Microsoft is covered under Master Microsoft Terms already approved under Novatus Contract: MAS-12038.
Amendment Description:	
Deliverables/Outcomes:	Service for Azure Overage for Microsoft
Site(s) Affected:	All
Effective Start Date:	08/01/2020
Effective End Date:	06/30/2021
Contract Manager:	Brad Lundquist

FUNDING INFORMATION

Shopping Cart No.:	
Contract Value:	\$399,714.86
Original Contract Amount:	
Accumulative Contract Value:	
Primary Fund Source:	Bonding

APPROVED BY

Kim Ellison	Board, Chair		
LEVEL 1 APPROVER	TITLE	SIGNATURE	DATE
Justin Hennes	Senior Information Officer		
LEVEL 2 APPROVER	TITLE	SIGNATURE	DATE



Contract Summary of Approval

Contract Group: IT Services

Contract Type: Purchase Software

VENDOR DETAILS

Vendor Name:	JAMF Holding, Inc.
Reason Vendor Selected:	Niche or Specialty
Vetted/State/Cooperatives	Sole Source
End Date:	

CONTRACT INFORMATION

Contract Purpose:	Software renewal for Casper suite of device management.
Contract Description:	Software licenses to manage all district Apple devices, including Macs, iPads, and iPhones.
Amendment Description:	Click or tap to enter text
Deliverables/Outcomes:	Renewal of Apple device management software year up to a 5-year term. Yearly renewal.
Site(s) Affected:	All
Effective Start Date:	08/01/2020
Effective End Date:	07/31/2025
Contract Manager:	Jason Worwa

FUNDING INFORMATION

Shopping Cart No.:	Click or tap to enter text
Contract Value:	\$185,944 is for 20-21. PO for similar amounts will be paid from each year's budget till 2025
Original Contract Amount:	Click or tap to enter text
Accumulative Contract Value:	Click or tap to enter text
Primary Fund Source:	Referendum

APPROVED BY

Kim Ellison Board Chair

LEVEL 1 APPROVER	SIGNATURE	DATE
------------------	-----------	------

Justin Hennes Senior Information Officer

LEVEL 2 APPROVER	TITLE	SIGNATURE	DATE
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MINNEAPOLIS
PUBLIC SCHOOLS

Urban Education. Global Citizens.

CONTRACT FOR SERVICES – \$25,000 above

This Contract is entered into between Special School District No. 1, “District”, a special school district created and existing under the laws of Minnesota, and Language Line “Contractor” (collectively “parties”) to provide in person language translation services when called by district staff. The overall purpose is to increase the capacity of MPS schools and departments to secure interpreters to all schools [Multilingual, Communications, Engagement and External Relations; Board of Education; Special Education; Early Childhood Education ECFE; Adult Basic Ed; Extended Learning to District wide.

TERM OF CONTRACT

- 1.1 This Contract is effective on August 04, 2020 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 30, 2021, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2 Contractor understands that **NO WORK SHOULD BEGIN UNDER THIS CONTRACT** until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District’s Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor’s OWN RISK and as a volunteer.

2 SCOPE OF WORK

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

3 CONSIDERATION AND TERMS OF PAYMENT

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

3.1 *Total Obligation*



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

SRM: 4400000583

Page | 1

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed \$192,300.00. 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.

7.1 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.

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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 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: Communications
Attn: Sharifa Urey
1250 W Broadway
Minneapolis, MN 55411
Email: Sharifa.urey@mpls.k12.mn.us

CONTRACTOR

Language Line Solutions
Phone: (831) 238-5433
Address: 1 Lower Ragsdale Drive, Bulldog 2, Monterey, CA 93940
Email: kmistry@languageline.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.

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

22 NON-WAIVER

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

23 ASSIGNMENT

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

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

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

25 WARRANTY

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

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

26 SEVERABILITY

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

27 SURVIVABILITY

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

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Kim Ellison

(Printed)

Title: Board Chair

Date: _____

CONTRACTOR NAME

Signature:  *Bonaventura A. Cavaliere*
DocuSigned by:
BDC191FC317A43C...

Name: Bonaventura- A. Cavaliere

(Printed)

Title: Chief Financial Officer

Date: July 2, 2020

EXHIBIT A:

Deliverables:

Language Line Services will provide in person language translation service when called by district staff. The overall purpose is to increase the capacity of MPS schools and departments to secure interpreters. All schools- Multilingual, communications, Engagment and External Relations, Board of Education; Special Education; Early Childhood Education and ECFE; Adult Basic Ed; Extended Learning.

Service Outcome:

Non-English Speaking Families of MPS students will have timely, accurate information from the school district and their children's schools that will allow them to fully support and advocate for their children's academic success.

Method of Evaluation:

Distirct staff will determine the satisfication of service at the time of service based on observation and degree of communication provide between teacher and parent.

[The remainder of this page intentionally left blank.]

EXHIBIT D: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Payment will be issue upon completion.

[The remainder of this page intentionally left blank.]

AGENCY PREPAID TRANSIT FARE AGREEMENT

This Agreement is made by and between the **Metropolitan Council**, a public corporation and political subdivision of the State of Minnesota (“the Council”), through its Metro Transit division, and **MINNEAPOLIS PUBLIC SCHOOLS** (“the Agency”).

RECITALS:

1. The Council is authorized in accordance with Minnesota Statutes, section 473.405, to operate public transit systems in the metropolitan area, as defined by Minnesota Statutes, section 473.121, subdivision 2. Minnesota Statutes, sections 473.387 and 473.408 authorize the Council to design and administer special transportation programs and establish special fare programs.
2. The Agency is an eligible participant as defined by the Program Requirements and wishes to participate in the following program:

Eligible Charitable Organization (ECO)

Fares Program

Job Seeker Program

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

1. **Program Requirements.** The Agency agrees to abide by the Program Requirements for the program in which it participates, as described in the Attachment to this Agreement. The Council reserves the right, in its sole discretion, to modify the Program Requirements, including eligibility requirements, upon reasonable notice to the Agency.
2. **Purchase and Delivery.** The Agency will purchase prepaid transit fares (“Transit Fares”) according to the Program Requirements. If the number of Transit Fares purchased from the Council differs from the actual number of Transit Fares delivered to the Agency, the Agency shall notify the Council’s Metro Transit Supervisor of Sales Operations in writing of the discrepancy. The Agency must provide notice within 3 business days of delivery. Failure to provide timely notice constitutes a waiver of any claims based on any discrepancies.
3. **Payment.** The Agency must pay for all Transit Fares within 30 days of the date of invoice whether or not the Agency has sold or distributed the Transit Fares. The Council reserves the right to reduce or withhold quantities ordered if the Agency has an outstanding invoice for Transit Fares that is more than 40 days old.
4. **Loss or Theft of Fare Media.** After delivery to the Agency, the Council is not liable for any lost or stolen Transit Fares.

5. **Term.** This Agreement is effective upon execution by the Parties' authorized representatives. Either Party may terminate this Agreement at any time, for any reason, upon 30 days' written notice to the other Party. This Agreement will terminate immediately if the Agency is no longer eligible to participate in the program according to the Program Requirements. Upon termination, the Agency will pay for all undisputed, outstanding invoices within 30 days after the effective date of termination, or within 30 days after the date of receipt of an undisputed invoice, whichever is later.

6. **Record Keeping.** The Agency shall maintain accurate and complete records and accounts of the sale and distribution of all Transit Fares. Pursuant to Minnesota Statutes section 16C.05 the records, accounts, and accounting practices of the Agency that are relevant to this Agreement are subject to examination by the Council or the State Auditor for a minimum of six years.

7. **Assignment Prohibited.** The Agency may not assign this Agreement, or any Transit Fares obtained pursuant to this Agreement, to a new owner without prior written approval from the Council. The Agency must notify the Council in writing at least 30 days prior to an ownership change. This Agreement will terminate automatically if Agency ownership changes, unless the Council has approved the assignment of this Agreement and any related Transit Fares in writing.

8. **Legal Compliance.** The Agency must comply with all applicable federal, state, and local laws. This Agreement shall be governed by and construed according to the laws of the State of Minnesota, without reference to its conflict of law provisions.

9. **No Employment Relationship.** Nothing in this Agreement shall be construed to create an employment relationship between the Parties and their respective officers, employees, and agents.

10. **Complete Agreement.** This Agreement constitutes the complete and final agreement between the Parties and supersedes all oral agreements and negotiations between the Parties relating to the subject matter of this Agreement. Any modification to this Agreement must be made in a writing signed by the Parties' authorized representatives. One or more waivers by one Party of any provision, term, condition, or covenant shall not be construed by the other Party as a waiver of a subsequent breach of the same by the other Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective on the date the Council's authorized representative signs this Agreement.

METROPOLITAN COUNCIL

AGENCY

Brian Lamb
General Manager, Metro Transit

By: _____
Its: _____

Date: _____

Date: _____

Contact Person: Dawn Schnickel
Address:
MPS Transportation Department
1001 2nd Ave. N, MPLS MN 55405
Telephone: 612-668-2330

Email: dawn.schnickel@mpls.k12.mn.us

ATTACHMENT

PROGRAM REQUIREMENTS

Fares Program

The Fares Program is designed for organizations that purchase Transit Fares in bulk on credit. The Transit Fares may then be provided at or below cost to Agency participants, such as employees or clients, at the Agency’s discretion.

Program Rate: Cash Value Price

Eligible Individuals: Agency participants, defined as: _____

Requirements:

1. The Agency may only resell Transit Fares on the Go-To Card to Agency participants.
2. The Agency may only add Mobility or Reduced Fares to the Go-To Card when Agency participants provide proper identification.
3. The Agency may not resell the Transit Fares for more than the cash value price of the fares purchased from the Council.

Jobseeker Program

The Council is authorized under Minnesota Statutes section 473.387, subdivision 3 to establish a program to increase the availability and utility of public transit services and reduce transportation costs for persons who are seeking employment and who lack private means of transportation. An Agency is eligible for the Jobseeker program if it is a private, non-profit, tax-exempt, or public organization that provides public employment assistance services to eligible individuals. The Agency may purchase Transit Fares from the Council at 50% of the cash value price.

Program Rate: 50% Discount from Cash Value Price

Eligible Individuals: individuals who are actively seeking employment and who lack private means of transportation.

Requirements:

1. The Agency must be a private, nonprofit, or public organization providing employment assistance services to individuals seeking employment.
2. The Agency must provide the Council with an IRS Form 990 or a copy of the Agency's bylaws setting forth a statement of its employment services to individuals seeking employment.
3. The Agency must notify the Council immediately if there is a change in its service purpose during the term of this Agreement, or within 30 days if there is a change in its organizational structure or tax-exempt status.
4. If the Agency resells the Council-provided Transit Fares to eligible individuals, the Agency cannot resell the Transit Fares at a cost higher than the discounted price paid by the Agency. The Agency may only resell or distribute the Transit Fares to eligible individuals receiving the Agency's employment assistance services and may not resell or distribute the Transit Fares to anyone else, regardless of whether the other individual is a recipient of other Agency services.

Eligible Charitable Organization Program

The Council is authorized under Minnesota Statutes section 473.408, subdivision 8 to provide Transit Fares at a special discount to charitable organizations. In 2009, the Council initiated a pilot program to increase the availability of public transit services for persons who are a "Homeless Individual" by selling discounted Transit Fares to charitable organizations. A "Homeless Individual" means:

- (1) an individual who lacks a fixed, regular, and adequate nighttime residence; and
- (2) an individual who has a primary nighttime residence that is:
 - (i) a supervised publicly or privately operated shelter or dwelling designed to provide temporary living accommodations;
 - (ii) an institution that provides a temporary residence for individuals intended to be institutionalized; or
 - (iii) a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for humans.

(See Minnesota Statutes, section 116L.361, subdivision 5). A Homeless Individual does not include any individual imprisoned or otherwise detained under federal or state law. Participating Agencies may purchase select Transit Fares from the Council at 50% of the cash value price.

Program Rate: 50% Discount on Tokens and other Transit Fares

Eligible Individuals: Only Homeless Individuals as defined above

Requirements:

1. The Agency must be a charitable organization as described in section 501(c)(3) of the Internal Revenue Code. The Agency must notify the Council immediately if there is a change in its

service purpose during the term of this Agreement, or within 30 days if there is a change in its organizational structure or tax-exempt status.

2. The Agency must distribute discounted tokens only to Homeless Individuals at no cost.
3. The Agency must notify the Council immediately if there is a change in its legal status or service purpose during the term of this Agreement, or within 30 days if there is a change in its organizational structure or tax-exempt status.

Contract Summary of Approval

Contract Group: Finance

Contract Type: Services

VENDOR DETAILS

Vendor Name:	Ricoh Business Solution
Reason Vendor Selected:	State, Cooperative or Joint Power Contract
Vetted/State/Cooperatives End Date:	7/30/2022

CONTRACT INFORMATION

Contract Purpose:	To services large volume copy black white/color document in house as needed for district. Reduce outside printing costs. All locations within the District will have the same print capability. Reduces costs.
Contract Description:	Ricoh at Document Center services large volume copy black white/color document in house as needed for district. Reduce outside printing costs. All locations within the District will have the same print capability. Reduces costs.
Amendment Description:	
Deliverables/Outcomes:	Ability to print large volume color documents in-house, reduces outside printing costs. All locations within District will have this same print capability. Reduces cost.
Site(s) Affected:	All Sites and Departments
Effective Start Date:	08/18/2020
Effective End Date:	06/30/2021
Contract Manager:	Nevonia Rainwater

FUNDING INFORMATION

Shopping Cart No.:	No SC#
Contract Value:	\$372,781.00
Original Contract Amount:	
Accumulative Contract Value:	
Primary Fund Source:	1702 1001 530500 110.000.000 190000007

APPROVED BY

Kim Ellison	Board, Chair		
LEVEL 1 APPROVER	TITLE	SIGNATURE	DATE
Ibrahima Diop	Senior Financial Officer		Aug 11, 2020
LEVEL 2 APPROVER	TITLE	SIGNATURE	DATE

RICOH Summary of Approval for approval and Signatures

Final Audit Report

2020-08-11

Created:	2020-08-10
By:	Girish Bhatnagar (Girish.Bhatnagar@mpls.k12.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVvUMNRD6ebhFf_0nIWpozAOCkvV1PaOv

"RICOH Summary of Approval for approval and Signatures" History

-  Document created by Girish Bhatnagar (Girish.Bhatnagar@mpls.k12.mn.us)
2020-08-10 - 8:44:36 PM GMT- IP address: 205.215.177.1
-  Document emailed to Ibrahima A. Diop (ibrahima.diop@mpls.k12.mn.us) for signature
2020-08-10 - 8:45:31 PM GMT
-  Email viewed by Ibrahima A. Diop (ibrahima.diop@mpls.k12.mn.us)
2020-08-11 - 5:14:42 PM GMT- IP address: 75.73.184.176
-  Document e-signed by Ibrahima A. Diop (ibrahima.diop@mpls.k12.mn.us)
Signature Date: 2020-08-11 - 6:20:01 PM GMT - Time Source: server- IP address: 205.215.135.101
-  Signed document emailed to Shanique Williams (shanique.williams@mpls.k12.mn.us), Girish Bhatnagar (Girish.Bhatnagar@mpls.k12.mn.us) and Ibrahima A. Diop (ibrahima.diop@mpls.k12.mn.us)
2020-08-11 - 6:20:01 PM GMT

T-Mobile for Education EmpowerED Agreement (with Device Subsidy) 2-year Term

This T-Mobile for Education Agreement which will be effective as of the date the second Party signs this Agreement below ("**Agreement Effective Date**"), is by and between T-Mobile USA, Inc., a Delaware corporation ("**T-Mobile**" or "**Contractor**"), and Minneapolis Public Schools, a Minnesota Education K-12, with its principal place of business at 1250 West Broadway, Minneapolis, MN 55411 ("**Customer**").

1. Term. The term of this Agreement is for 24 months from Agreement Effective Date and each line of Service will have a 2-year term from date of activation ("**Term**").

2. Underlying Agreement. Customer agrees to purchase wireless mobile Services and Devices from T-Mobile and T-Mobile agrees to provide the Services and Devices to Customer based on the prices listed below. The terms of Customer's purchase and use of the Services will be governed by this Agreement and by this Agreement and the NASPO Value Point 1907 and applicable State of MN Participating Addendum ("**Master Agreement**").

(a) The NASPO Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment Agreement No. 1907 ("**NASPO 1907 Agreement**") will expire on December 31, 2020. If Customer elects NASPO 1907 Agreement as the Master Agreement in Section 2 above, Customer agrees that this Agreement will be governed by the NASPO ValuePoint Wireless Data, Voice and Accessories Master Agreement No. MA176 and applicable Participating Addendum ("**NASPO MA176 Agreement**") effective on or before January 1, 2021.

(b) The terms and conditions of this Agreement or the Master Agreement will not be modified or superseded by any terms and conditions in a Customer generated Purchase Order. Purchase Orders will have no force or effect other than to denote quantity, the products or services purchased, delivery destinations, requested delivery dates and any other information required by this Agreement.

3. Offer/Pricing. Mobile Rate Plans include Mobile Device as listed below:

- Discounted or free mobile Internet devices dependent on rate plan as described below.

Rate Plan	Monthly Recurring Charge/Line*	Features	Device Subsidy/line**
2GB	\$0	Up to 2GB of high-speed data, followed by data at reduced speeds up to 128kbps.	\$0 subsidy
2GB	\$10	Up to 2GB of high-speed data, followed by data at reduced speeds up to 128kbps.	\$100 subsidy/line
Government Unlimited LTE	\$20	Unlimited on device 4G LTE data	\$200 subsidy/line

**This internet connectivity device offer is subject to inventory availability;

* Prices above do not include applicable taxes and surcharges; not qualified for any further aggregate volume discount.

4. Total Order. Customer agrees to order the following lines of Service and, if applicable, Devices. Amounts below do not include any applicable taxes and surcharges:

Total # of Lines of Service	Rate Plan (check applicable rate plan)	Term Length (months)	Total Service Charge for Term	Pre-Subsidy Cost per Device	Total Pre-Subsidy Cost of Devices	Total Subsidy Amount to Customer under T-Mobile EmpowerED Program (Subsidy from Section 3 x # of Lines)	Total Customer Commitment for Service and Device for the Term of the Agreement ¹
1000	<input type="checkbox"/> \$0* <input type="checkbox"/> \$10 <input checked="" type="checkbox"/> \$20	24	480,000	\$84	\$84,000	\$200,000	\$364,000

¹Total Customer Commitment for Service and Device is equal to the Total Service Charge for Term added to the Total Pre-Subsidy Cost of Device subtracted from the Total Subsidy Amount to Customer under the T-Mobile EmpowerED Program.

5. (a) Requirements to qualify for Device Discount/Subsidy:

- For the Device Discount/Subsidy to be effective, Customer must purchase a Device from T-Mobile with an activated line of Service based on the rate plan listed above under its Master Account. Each line of Service must be activated and maintained for at least the Term without any suspension or termination of any line of Service that received the Device Discount/Subsidy (the “**Device Discount/Subsidy Term**”);
- Customer agrees that it cannot change or move the lines of Service with a Device Discount/Subsidy to a rate plan with a different or lower Rate Plan during the Device Discount/Subsidy Term and if it does, Customer will reimburse T-Mobile for the Device Discount/Subsidy received, as set forth in Section (c) below;
- Each line of Service and each Device purchased must be activated in accordance with the terms of the Master Agreement;
- This Device Discount/Subsidy cannot be combined with any other discount or promo offers;
- Customer’s account must remain in good standing with T-Mobile to receive the Device Discount/Subsidy; and
- Lines of Service that are terminated or suspended (without reactivation) within the Device Discount/Subsidy Term will be subject to repayment of the Device Discount/Subsidy as set forth below in Section (c). Customer may suspend lines during the summer months while Customer is not in session; however, the terms for those lines will be extended to qualify for the Device Discount/Subsidy Term, and the months while the lines are suspended will not qualify to meet the Device Discount/Subsidy Term.

(b) Device Discount/Subsidy on Customer’s Master Account. Subject to the requirements in the Section above, T-Mobile will issue the Device Discount/Subsidy when Customer submits an order to T-Mobile under its Master Account.

(c) Device Discount/Subsidy Term/Termination; Device Discount/Subsidy Repayment. If any line of Service that received a Device Discount/Subsidy is terminated or suspended (without reactivation) prior to the end of the Device Discount/Subsidy Term, then Customer agrees to reimburse T-Mobile a pro rata portion of the Device Discount/Subsidy equal to 1/24th of the discounted or subsidized amount for each month remaining in the Device Discount/Subsidy Term. T-Mobile will charge Customer the repayment amount of the Device Discount/Subsidy for each line of Service terminated before the end of the Device Discount/Subsidy Term on Customer’s monthly bill.

6. Primary Contacts: The primary contact individuals for this Agreement are as follows (or their named successors):

T-Mobile/Contractor

Name:	David Bezzant, Sr. Director, T-Mobile For Government
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 th Street, Bellevue, WA 98006
Telephone:	(480) 638-2608
Email:	David.Bezzant@T-Mobile.com

For Legal Notice – send a copy to:

Name:	Legal Department – Sales & Distribution, T-Mobile USA, Inc.
Address:	12920 SE 38 th Street, Bellevue, WA 98006

Customer:

Name of School/ Contact Name:	Minneapolis Public Schools c/o Justin Hennes
Address:	1250 West Broadway, Minneapolis, MN 55411
Telephone:	(612) 668-0245
Email:	Justin.Hennes@mpls.k12.mn.us

This Agreement is executed by each Party’s authorized representative as of the Agreement Effective Date.

Customer: Minneapolis Public Schools	Contractor: T-Mobile USA, Inc.
Signature:	DocuSigned by: Signature: <i>James Spillane</i>
Printed Name: CIO	Printed Name: James Spillane
Title: CIO	Title: Sales Director
Date:	Date: 7/31/2020
	Legal Approved by: <i>Therick Dino</i> T-Mobile USA, Inc. Legal Department



2020-2021 RESOLUTION FOR MEMBERSHIP IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE

RESOLVED, that the Governing Board of School District Number 1 – Minneapolis Public Schools, County of Hennepin, State of Minnesota delegates the control, supervision and regulation of interscholastic athletic and fine arts events (referred to in MN Statutes, Section 128C.01) to the Minnesota State High School League, and so hereby certifies to the State Commissioner of Education as provided for by Minnesota Statutes.

FURTHER RESOLVED, that the high school(s) listed below (name all high schools in the district):

Minneapolis Edison

Heritage Academy

Minneapolis Patrick Henry

Minneapolis South

Minneapolis Washburn

FAIR

Minneapolis North

Minneapolis Roosevelt

Minneapolis Southwest

Wellstone International

is/are authorized by this, the Governing Board of said school district or school to:

- Renew its membership in the Minnesota State High School League; and,
OR;
 Make new application for membership in the Minnesota State High School League.
School Enrollment (9-12): **Click or tap here to enter text.**
- Participate in the approved interschool activities sponsored by said League and its various subdivisions.

FURTHER RESOLVED, that this Governing Board hereby adopts the Constitution, Bylaws, Rules and Regulations of said League and all amendments thereto as the same as are published in the latest edition of the League's *Official Handbook*, on file at the office of the school district or as appears on the League's website, as the minimum standards governing participation in said League-sponsored activities, and that the administration and responsibility for determining student eligibility and for the supervision of such activities are assigned to the official representatives identified by this Governing Board.

Signing the Resolution for Membership affirms that this Governing Board has viewed the WHY WE PLAY training video which defines the purpose and value of education-based athletic and activity programs and assists school communities in communicating a shared common language.

Member schools must develop and publicize administrative procedures to address eligibility suspensions related to Code of Student Conduct violations for students participating in activity programs by member schools.

The above Resolution was adopted by the Governing Board of this school district and is recorded in the official minutes of said Board and hereby is certified to the State Commissioner of Education as provided for by law.

Signed: **Click or tap here to enter text.**

(Clerk/Secretary - Local Governing Board)

Signed: **Click or tap here to enter text.**

(Superintendent or Head of School)

Date: **Click or tap to enter a date.**

Date: **Click or tap to enter a date.**

District Office address, City, Zip: **1250 West Broadway Ave, Minneapolis, Minnesota, 55411**

School Superintendent's Phone: **612-668-0200**

School Superintendent's Email: **ed.graff@mpls.k12.mn.us**

2020-2021 RESOLUTION FOR MEMBERSHIP

The following is taken from the MSHSL Constitution:

208.00 LOCAL CONTROL

208.01 Designated School Representatives

At the beginning of the League's fiscal year, the governing board of each member school shall designate two (2) representatives who are authorized to vote for the member school at all district, region and section meetings and on mail ballots where member schools are called upon to vote, such as district meetings, region meetings, and mail ballots.

One of the designated representatives shall be a member of the school's governing board and the other shall be an administrator or full-time faculty member of the member school.

In school districts with multiple schools, the designated representative from the school district's governing body may represent more than one school and is entitled to one vote for each school they represent.

208.02 Designated Activity Representatives

At the beginning of the League's fiscal year, the governing board of each member school shall select individuals to represent its school in the following areas: (a) boys sports; (b) girls sports; (c) speech; and (d) music.

208.03 Local Advisory Committee

Each school is urged to form an advisory committee for League activities. Committee membership is not limited to but shall include a school board member, a student, a parent, and a faculty member, to advise the designated school representatives on all matters relating to the school's membership in the MSHSL.

Name of School: **Minneapolis Edison**

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

Designated School Board Member: **Jennifer Arneson**

Email Address: **Jenny.arneson@mpls.k12.mn.us**

Designated School Representative: **Brett McNeal**

Email Address: **Brett.mcneal@mpls.k12.mn.us**

208.02 ACTIVITY REPRESENTATIVES

Boys Sports: **Brett McNeal**

Girls Sports: **Brett McNeal**

Speech: **TBD**

Music: **Rebecca Totzke**

*Mailing Representative: **Brett McNeal**

*The Mailing Representative is the person to whom all mailings from the League office will be sent. Schools usually name the activity director as the primary recipient of the mailings and email messages.

208.03 LOCAL ADVISORY COMMITTEE MEMBERS

Board Member: **Jennifer Arneson**

Student: **TBD**

Parent: **TBD**

Faculty Member: **Brett McNeal**

Please complete and submit this form with your school's 2020-2022 Resolution for Membership to mshsl_info@mshsl.org If the school board is responsible for more than one (1) high school, please complete a form for EACH high school.

2020-2021 RESOLUTION FOR MEMBERSHIP

The following is taken from the MSHSL Constitution:

208.00 LOCAL CONTROL

208.01 Designated School Representatives

At the beginning of the League's fiscal year, the governing board of each member school shall designate two (2) representatives who are authorized to vote for the member school at all district, region and section meetings and on mail ballots where member schools are called upon to vote, such as district meetings, region meetings, and mail ballots.

One of the designated representatives shall be a member of the school's governing board and the other shall be an administrator or full-time faculty member of the member school.

In school districts with multiple schools, the designated representative from the school district's governing body may represent more than one school and is entitled to one vote for each school they represent.

208.02 Designated Activity Representatives

At the beginning of the League's fiscal year, the governing board of each member school shall select individuals to represent its school in the following areas: (a) boys sports; (b) girls sports; (c) speech; and (d) music.

208.03 Local Advisory Committee

Each school is urged to form an advisory committee for League activities. Committee membership is not limited to but shall include a school board member, a student, a parent, and a faculty member, to advise the designated school representatives on all matters relating to the school's membership in the MSHSL.

Name of School: **FAIR**

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

Designated School Board Member: **Bob Walser**

Email Address: **Bob.Walser@mpls.k12.mn.us**

Designated School Representative: **Kenneth Maxey**

Email Address: **Click or tap here to enter text.**

208.02 ACTIVITY REPRESENTATIVES

Boys Sports: **Kenneth Maxey**

Girls Sports: **Kenneth Maxey**

Speech: **TBD**

Music: **TBD**

*Mailing Representative: **Kenneth Maxey**

*The Mailing Representative is the person to whom all mailings from the League office will be sent. Schools usually name the activity director as the primary recipient of the mailings and email messages.

208.03 LOCAL ADVISORY COMMITTEE MEMBERS

Board Member: **Bob Walser**

Student: **Click or tap here to enter text.**

Parent: **Click or tap here to enter text.**

Faculty Member: **Kenneth Maxey**

Please complete and submit this form with your school's 2020-2022 Resolution for Membership to mshsl_info@mshsl.org If the school board is responsible for more than one (1) high school, please complete a form for EACH high school.

Submit this form to mshsl_info@mshsl.org

2100 Freeway Boulevard, Brooklyn Center, Minnesota 55430-1735 | (763) 560-2262 | www.mshsl.org

2020-2021 RESOLUTION FOR MEMBERSHIP

The following is taken from the MSHSL Constitution:

208.00 LOCAL CONTROL

208.01 Designated School Representatives

At the beginning of the League's fiscal year, the governing board of each member school shall designate two (2) representatives who are authorized to vote for the member school at all district, region and section meetings and on mail ballots where member schools are called upon to vote, such as district meetings, region meetings, and mail ballots.

One of the designated representatives shall be a member of the school's governing board and the other shall be an administrator or full-time faculty member of the member school.

In school districts with multiple schools, the designated representative from the school district's governing body may represent more than one school and is entitled to one vote for each school they represent.

208.02 Designated Activity Representatives

At the beginning of the League's fiscal year, the governing board of each member school shall select individuals to represent its school in the following areas: (a) boys sports; (b) girls sports; (c) speech; and (d) music.

208.03 Local Advisory Committee

Each school is urged to form an advisory committee for League activities. Committee membership is not limited to but shall include a school board member, a student, a parent, and a faculty member, to advise the designated school representatives on all matters relating to the school's membership in the MSHSL.

Name of School: **Heritage Academy**

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

Designated School Board Member: **Jenny Arneson**

Email Address: **Jenny.arneson@mpls.k12.mn.us**

Designated School Representative: **Brett McNeal**

Email Address: **Brett.mcneal@mpls.k12.mn.us**

208.02 ACTIVITY REPRESENTATIVES

Boys Sports: **Brett McNeal**

Girls Sports: **Brett McNeal**

Speech: **TBD**

Music: **TBD**

*Mailing Representative: **Brett McNeal**

*The Mailing Representative is the person to whom all mailings from the League office will be sent. Schools usually name the activity director as the primary recipient of the mailings and email messages.

208.03 LOCAL ADVISORY COMMITTEE MEMBERS

Board Member: **Jenny Arneson**

Student: **TBD**

Parent: **TBD**

Faculty Member: **Brett McNeal**

Please complete and submit this form with your school's 2020-2022 Resolution for Membership to mshsl_info@mshsl.org If the school board is responsible for more than one (1) high school, please complete a form for EACH high school.

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2020-2021 RESOLUTION FOR MEMBERSHIP

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Name of School: **Minneapolis North**

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

Designated School Board Member: **KerryJo Felder**

Email Address: **KerryJo.Felder@mpls.k12.mn.us**

Designated School Representative: **Kale Severson**

Email Address: **Kale.severson@mpls.k12.mn.us**

208.02 ACTIVITY REPRESENTATIVES

Boys Sports: **Kale Severson**

Girls Sports: **Kale Severson**

Speech: **TBD**

Music: **TBD**

*Mailing Representative: **Kale Severson**

*The Mailing Representative is the person to whom all mailings from the League office will be sent. Schools usually name the activity director as the primary recipient of the mailings and email messages.

208.03 LOCAL ADVISORY COMMITTEE MEMBERS

Board Member: **KerryJo Felder**

Student: **TBD**

Parent: **TBD**

Faculty Member: **Kale Severson**

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Name of School: **Minneapolis Patrick Henry**

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

Designated School Board Member: **Kimberly Caprini**

Email Address: **Kimberly.Caprini@mpls.k12.mn.us**

Designated School Representative: **Kenneth Maxey**

Email Address: **Kenneth.maxey@mpls.k12.mn.us**

208.02 ACTIVITY REPRESENTATIVES

Boys Sports: **Kenneth Maxey**

Girls Sports: **Kenneth Maxey**

Speech: **TBD**

Music: **Elizabeth Kotek**

*Mailing Representative: **Kenneth Maxey**

*The Mailing Representative is the person to whom all mailings from the League office will be sent. Schools usually name the activity director as the primary recipient of the mailings and email messages.

208.03 LOCAL ADVISORY COMMITTEE MEMBERS

Board Member: **Kimberly Caprini**

Student: **Click or tap here to enter text.**

Parent: **Click or tap here to enter text.**

Faculty Member: **Kenneth Maxey**

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Name of School: **Minneapolis South**

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

Designated School Board Member: **Siad Ali**

Email Address: **Siad.Ali@mpls.k12.mn.us**

Designated School Representative: **Amy Cardarelle**

Email Address: **Amy.cardarelle@mpls.k12.mn.us**

208.02 ACTIVITY REPRESENTATIVES

Boys Sports: **Amy Cardarelle**

Girls Sports: **Amy Cardarelle**

Speech: **Chris Stinson**

Music: **Erick Sayre**

*Mailing Representative: **Amy Cardarelle**

*The Mailing Representative is the person to whom all mailings from the League office will be sent. Schools usually name the activity director as the primary recipient of the mailings and email messages.

208.03 LOCAL ADVISORY COMMITTEE MEMBERS

Board Member: **Siad Ali**

Student: **TBD**

Parent: **TBD**

Faculty Member: **Amy Cardarelle**

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Name of School: **Minneapolis Roosevelt**

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

Designated School Board Member: **Nelson Inz**

Email Address: **Nelson.Inz@mpls.k12.mn.us**

Designated School Representative: **Dennis Stockmo**

Email Address: **Dennis.stockmo@mpls.k12.mn.us**

208.02 ACTIVITY REPRESENTATIVES

Boys Sports: **Dennis Stockmo**

Girls Sports: **Dennis Stockmo**

Speech: **TBD**

Music: **Nick Wilson**

*Mailing Representative: **Dennis.stockmo@mpls.k12.mn.us**

*The Mailing Representative is the person to whom all mailings from the League office will be sent. Schools usually name the activity director as the primary recipient of the mailings and email messages.

208.03 LOCAL ADVISORY COMMITTEE MEMBERS

Board Member: **Nelson Inz**

Student: **Dennis Holte**

Parent: **Christine Walker**

Faculty Member: **Dennis Stockmo**

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Name of School: **Minneapolis Southwest**

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

Designated School Board Member: **Ira Jourdain**

Email Address: **Ira.Jourdain@mpls.k12.mn.us**

Designated School Representative: **Robert Hollway**

Email Address: **Robert.hollway@mpls.k12.mn.us**

208.02 ACTIVITY REPRESENTATIVES

Boys Sports: **Robert Hollway**

Girls Sports: **Robert Hollway**

Speech: **TBD**

Music: **Reid Wilson**

*Mailing Representative: **Robert Hollway** **Click or tap here to enter text.**

*The Mailing Representative is the person to whom all mailings from the League office will be sent. Schools usually name the activity director as the primary recipient of the mailings and email messages.

208.03 LOCAL ADVISORY COMMITTEE MEMBERS

Board Member: **Ira Jourdain**

Student: **TBD**

Parent: **TBD**

Faculty Member: **Robert Hollway**

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Name of School: **Minneapolis Washburn**

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

Designated School Board Member: **Ira Jourdain**

Email Address: **Ira.Jourdain@mpls.k12.mn.us**

Designated School Representative: **Reggie Perkins**

Email Address: **Reginald.Perkins@mpls.k12.mn.us**

208.02 ACTIVITY REPRESENTATIVES

Boys Sports: **Reggie Perkins**

Girls Sports: **Reggie Perkins**

Speech: **TBD**

Music: **Tim Martin**

*Mailing Representative: **Reggie Perkins**

*The Mailing Representative is the person to whom all mailings from the League office will be sent. Schools usually name the activity director as the primary recipient of the mailings and email messages.

208.03 LOCAL ADVISORY COMMITTEE MEMBERS

Board Member: **Ira Jourdain**

Student: **TBD**

Parent: **TBD**

Faculty Member: **Reggie Perkins**

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Name of School: **Wellstone International**

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

Designated School Board Member: **Siad Ali**

Email Address: **Siad.Ali@mpls.k12.mn.us**

Designated School Representative: **Dennis Stockmo**

Email Address: **Dennis.stockmo@mpls.k12.mn.us**

208.02 ACTIVITY REPRESENTATIVES

Boys Sports: **Dennis Stockmo**

Girls Sports: **Dennis Stockmo**

Speech: **TBD**

Music: **TBD**

*Mailing Representative: **Dennis Stockmo** **Click or tap here to enter text.**

*The Mailing Representative is the person to whom all mailings from the League office will be sent. Schools usually name the activity director as the primary recipient of the mailings and email messages.

208.03 LOCAL ADVISORY COMMITTEE MEMBERS

Board Member: **Siad Ali**

Student: **TBD**

Parent: **TBD**

Faculty Member: **Dennis Stockmo**

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Memorandum of Understanding Between Special School District Number 1 (Minneapolis Public Schools) and the Minneapolis Park and Recreation Board

Purpose

This memorandum of understanding (MOU) establishes the joint values and shared vision of the Minneapolis Park and School Boards to provide guidance and direction for their respective administrations to operationalize collaboration. It acknowledges that each organization has its own unique mandates, visions, and goals while recognizing significant shared mission. This MOU shall focus on that overlap.

This MOU is not intended to be an exhaustive list of every interaction between the organizations. As a result of this MOU, there will be supplemental agreements and contracts to execute the specific directives. All such formal agreements and contracts shall be aligned to the vision and values outlined in this agreement, and a partial list can be found in Appendix 1 of this document.

Background

Collectively, the Minneapolis Park and Recreation Board (MPRB) and the Minneapolis Public Schools (MPS), have served Minneapolis for more than 300 years. Whether informally or formally, partnership between the two organization has occurred for centuries. The most recent formal partnership document was an MOU signed in 2015 and serves as a foundation for this document and supplemental agreements.

Shared Vision

It is the vision of Minneapolis Public Schools Board of Education and Minneapolis Park and Recreation Board of Commissioners that Minneapolis be the national leader and premier model for School District and Parks partnership.

Joint Values

Any partnership effort between MPRB and MPS shall be guided by the following joint values:

1. **Children and Youth Centered**
Ensure our city is the best place for children and youth through strategic investment and prioritization
2. **Stewardship**
Use public resources in an efficient and cost-effective way
3. **Equity and Inclusivity**
Public resources should be used to advance racial and economic equity
4. **Focused and Aligned Programming**
It is our responsibility to design a system that is coherent, comprehensive, and easy for users to navigate

Partnership Areas

Aligned to the vision and values, following are the primary areas in which partnership shall happen:

Facilities and Land Use

1. Collaborative Long-Range Planning
 - a. The parties shall identify and prioritize any facility projects that benefit both parties and collaborate on the development of external funding resources. To the extent possible, both parties will work toward the goal of aligning future facility improvement cycles in order to maximize collaboration, including the possibility of joint financing.
2. Shared Use Facilities
 - a. A shared use agreement shall exist for any co-located school and park facilities and/or land to establish and maintain a collaborative relationship and clear expectations between staff at each site. The agreements shall also be used to discover and recommend improvements that provide equitable maintenance, operational efficiencies, and optimal utilization of physical resources benefiting both parties and the residents of Minneapolis.

Programs and Services

1. Full-Service Community Schools (FSCS)
 - a. FSCS is a nationally recognized best-practice strategy for providing comprehensive supports for students and their families through coordinated partnership with community-based resources. MPS and MPRB recognize the potential of these initiatives and commit to co-creating a FSCS model that utilizes the unique assets of Minneapolis and builds upon the voices of impacted communities.
2. Athletics and Recreation
 - a. To ensure Minneapolis has a continuum of accessible, inclusive, high-quality athletic, recreational and fitness opportunities and facilities available to all children, both parties commit to support the Minneapolis Youth Sports Association (MYSA). The MYSA shall advise MPS and MPRB on providing opportunities for youth in Minneapolis to participate in athletic programs ranging from fundamental to competitive and adaptive. The MYSA shall make recommendations on topics including, but not limited to:
 - Sports offerings
 - League organization
 - Registration
 - Fees
 - Transportation
 - Facility supervision, maintenance, and improvements

- Recruitment, training, and certification of coaches, officials, volunteers, and sponsors
3. Out of School Time Food Programs
 - a. The parties currently collaborate on school food programs at many recreation centers throughout Minneapolis. The parties agree to continue and, to the extent possible, expand this collaboration to include food programs afterschool, over the summer, and during inclement weather.

Communication and Marketing

1. Events, Initiatives, and Activities Promotion
 - a. Wherever possible, and aligned to the above stated values, the organizations shall collaborate on the planning and promotion of events, initiatives, and activities. This may include joint publications and activity registration systems.
2. School Closure Days
 - a. Days when school is unexpectedly closed due to weather pose a significant challenge for families. The organizations shall maintain a joint procedure to ensure consistent and prompt communication on school closure days of any available services and hours at MPRB Recreation Centers, if applicable.
3. Regular Communication
 - a. The Superintendents and their designees shall maintain regular communication on reoccurring and ad hoc topics to facilitate delivery of the goals of this agreement. **The Park Board Recreation Chair and Vice-Chair will be provided with updates monthly on progress toward goals.**

Accountability and Reporting

To ensure progress towards the shared vision and fidelity to the joint values, regular reporting to the Boards shall occur as follows:

1. Annual Joint Meeting
 - a. The Boards shall meet annually in joint session to receive status updates, discuss new developments that might impact joint efforts, and to update this agreement if needed. The annual joint meeting shall be held in August and the host location shall rotate between the parties. **Goals for the year will be set at this joint meeting.**
2. Written Reports
 - a. Each Board shall receive annual, written reports as indicated in the table below.

Report Topic	Responsible Parties
MYSA Recommendations and Updates	MYSA Co-Chairs

Shared Use Agreements	MPS Chief Operations Officer and MPRB Director of Recreation Centers and Programs
Capital Resources Inventory	MPS Executive Director of Capital Planning and MPRB Director of Capital Planning

Legal Clauses

1. Termination
 - a. Either party can terminate their participation in this MOU by providing written notice of intent to terminate with 90 days' notice.
2. Previous Agreements Voided
 - a. This agreement shall supersede any previous agreements between the parties that conflict with this agreement.

Signatures

With our signatures below, we attest this agreement was ratified by a majority of each governing body on the following dates:

Organization	Date of Ratification
Minneapolis Park and Recreation Board	
Minneapolis Public Schools Board of Education	

For the Minneapolis Public School Board of Education:

Kim Ellison
Chair

Date

Josh Pauly
Clerk

Date

For the Minneapolis Park and Recreation Board:

Jono Cowgill
President

Date

LaTrisha Vetaw
Vice President

Date

Appendix 1

Partial list of supplemental agreements. Appendix 1 will be updated annually prior to the joint meeting.

Agreement	Type	Notes
Full-Service Community School MOU and Data Sharing Agreement	Administrative	Outlines collaboration and data sharing
Phillips Pool Operations Service Contract	Board Approved Contract	Authorizes payment and usage of Phillips Pool
Shared Use Agreements	Administrative	Individually negotiated for co-located Park/School properties
Sponsor-Site Agreements	Administrative	For food programs, required by federal law
Hennepin County Youth Sports Grant Cooperative Agreement	Administrative	Coordinates grant applications
Minneapolis Youth Sports Association MOU	Administrative	Establishes the association and parameters
Priority Scheduling Agreement	Administrative	Sets priorities for facility and field usage

SPECIAL SCHOOL DISTRICT NO. 1
Board of Education

August 18, 2020

Resolution to authorize short-term renewal of use and management agreement with YWCA Minneapolis for fieldhouse

Be it resolved that the Board of Directors of Special School District No. 1 approve the short-term renewal of use and management agreement with YWCA Minneapolis for fieldhouse authorize the appropriate Board officer(s) or School District administrator(s) to sign all documents necessary to effectuate this agreement.

Signed by:

Kim Ellison
Board of Education Chairperson

Date

Josh Pauly
Board of Education Clerk

Date

AMENDMENT TO USE AND MANAGEMENT AGREEMENT

This Amendment ("Amendment") made and entered into by and between Special School District No. 1 ("School District") a public school district created and existing pursuant to Minnesota law, and YWCA of Minneapolis, a Minnesota non-profit corporation ("YWCA"), hereby referenced also as Parties.

WHEREAS: The School District and YWCA entered into a certain Use and Management Agreement ("Agreement") entered into as of December 1998, for programming and use within the Sports Facility Site and the Community Facility Site.

WHEREAS: Per Section 3, the School District and YWCA acknowledge this Agreement commenced sometime in July 2000, giving the current Agreement an expiration date of approximately June 30, 2020.

WHEREAS: The School District and YWCA acknowledge the desire to extend the Agreement, as addressed below.

NOW THEREFORE: Parties agree to amend the agreement as follows:

Section 3. (a) Initial Term shall be amended to include:

School District and YWCA agree to continue the contract for one (1) additional year following the current expiration of the Initial Term. This additional one year extension will be referenced as an Extended Term. This Extended Term will commence on July 1, 2020 and expire on June 30, 2021.

Section 11. (c) ii Capital Renewal shall be amended to include:

School District and YWCA agree to waive the escrow payment for the Extended Term of July 1, 2020 – June 30, 2021.

Except as herein amended, the original terms, conditions and provisions of the Use and Management Agreement entered into in December of 1998 shall apply to and govern the provisions of this Amendment.

SPECIAL SCHOOL DISTRICT NO. 1:

By: _____

Its: _____

Date: _____

YWCA of MINNEAPOLIS:

By: Michelle B...

Its: CEO/ President

Date: July 15th, 2020

SPECIAL SCHOOL DISTRICT NO. 1
Board of Education

August 18, 2020

Resolution regarding school year calendar changes

Be it resolved that the Board of Directors of Special School District No. 1 hereby approves the following changes to the school year calendars:

1. November 3, 2020 (Election Day) shall be a full "distance learning" day for all grades regardless of which learning model is being used within Minneapolis Public Schools. On this day, only staff necessary to open buildings as polling places shall be required to report to work in-person.
2. In the 2021-2022 school year, the first day of school for grades 1-12 shall be September 8, 2021.
3. In the 2021-2022 school year, the first day of school for pre-kindergarten and kindergarten shall be September 10, 2021.

Signed by:

Kim Ellison
Board of Education Chairperson

Date

Josh Pauly
Board of Education Clerk

Date

SPECIAL SCHOOL DISTRICT NO. 1
Board of Education

August 18, 2020

Resolution approving the school year 2020-21 e-learning day plan

Be it resolved that the Board of Directors of Special School District No. 1 hereby approves the proposed e-learning day plan, in accordance with Minnesota Statute 120A.414.

Signed by:

Kim Ellison
Board of Education Chairperson

Date

Josh Pauly
Board of Education Clerk

Date

Minneapolis Public Schools E-Learning Plan

We value every one of our students and are striving to ensure each student continues their learning while a school building(s) is closed, short-term or long-term. Our focus for the E-Learning Plan is to clarify the steps that we take for assuring student learning and well-being, family support, employee support and development, technology support, and safety.

The topics listed below will be addressed in the E-Learning Plan. If you are viewing this as an electronic copy, each link will connect to its narrative below.

General Overview E-Learning Student and Family Expectations Teacher Expectations Pre-Kindergarten Elementary Middle and High School Adult Basic Education Attendance Grading English Learner Student Support Services Special Education and 504 Services Social Emotional Learning Mental Health Supports Considerations for Special Populations	Use of Technology Technology Assistance Device Distribution Internet Safety and Digital Citizenship Communications and Family Engagement Staff Resources, Development, and Training Minneapolis Kids Youth and Adult Enrichment
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General Overview		<p>The 2017 Legislature has amended the Length of the School Year; Hours of Instruction (Minn. Stat. § 120A.41) to include the option of a school utilizing e-learning days:</p> <ul style="list-style-type: none"> ● Due to inclement weather ● Up to five days in one school year ● Counted as an instructional day and included as hours of instruction
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		<p>All schools are required to have at least 165 school days. Grades K through 5th also need a total of 935 hours of instruction per school year. Grades 6 through 12 need 1020 hours of service. In Minneapolis Public Schools,</p> <ul style="list-style-type: none"> • Current Student instructional days: 171 • By Semester: First=81 days, Second=90 days • By Quarter: First=40 days, Second=41 days, Third=46 days, Fourth=44 days <p>All K-5 schools could be closed for up to 6 days before going under requirements. Most K-8, middle and high school sites have only one (1) school day for closures, after that they will be under required hours of instruction.</p> <p>Our current K-8/Middle Schools and Contract Alternatives will fall below the minimum in hours after missing <u>more</u> than one day of school. (171 days of instruction = 1026 hours of learning) (170 days of instruction = 1020 hours) (169 days of instruction = 1014 hours)</p> <p>MPS E-Learning Plan will utilize its Distance Learning Plan which is described as, “Students engaging in distance learning have access to appropriate educational materials and receive daily interaction with their licensed teacher(s).”</p> <p>Addressing the challenges of learning outside of school is our highest priority. This document outlines the actions that the district continues to take to serve our students and families and will continue to be updated as necessary.</p>
E-Learning: Distance Learning		
	Student and Family Expectations	<p>The time students spend doing lessons from home is not going to be the same as the time spent at school. Each school will communicate with families about the expectation of student contact hours with their Teacher.</p> <ul style="list-style-type: none"> • Identify a space in your home for student learning. • Students participate in Distance Learning daily online or through their Distance Learning Packet. • Inform the teacher if something is preventing your child from participating or if you have other questions or concerns. • Teachers will reach out to your student daily through their online platform, phone, and/or email.

		<p>They will also communicate their hours of availability to families. If you need additional time with your student's teacher, schedule a time with the teacher.</p> <ul style="list-style-type: none"> • Students are not expected to begin and end class at the same time as the in-person school day. <p>For students who are learning through alternative means such as paper packets, the lessons are to be aligned to Minnesota's Academic Standards and MPS Curriculum Guidelines. Teachers will reach out with a phone call to provide students and caregivers with examples of how to modify or adjust the learning activities so that they are able to complete them. Each packet includes suggested accommodations and adaptations. Please reach out to the classroom teacher with questions.</p>
E-Learning: Distance Learning (cont.)	Teacher Expectations	<ul style="list-style-type: none"> • Be available to respond to student needs by phone and/or email (or by preferred mode of communication set by family/caregiver) each Distance Learning day. • Be responsible for communicating availability to students and school leaders their online hours for each day- at minimum 2 hours per day. • Communicate a daily message to be released to students by the beginning of the student contact day. • Teachers are expected to reach out daily to students • Students must have the opportunity for synchronous or asynchronous structured, standards-based learning every day. • Students must have an opportunity for interaction with their licensed teacher(s) every day. • Clear communication to parents/families/caregivers of the student learning schedule <p>Teachers are required to post content aligned to standards and differentiated (include students on IEPs, with EL support and Advanced Learners) to engage students in learning and support students' SEL needs.</p> <p>Teachers will post lessons via SeeSaw/Google Classroom, teacher website, or email at the beginning of the student contact day. Teachers may post lessons daily or to take place throughout the week. Your teacher should provide information such as:</p> <ul style="list-style-type: none"> • Independent reading or read-aloud time • The times that your teacher will be online for a lesson or just for questions • The times your teacher may be calling or emailing you • Suggestions for games or activities that will help understanding

		<ul style="list-style-type: none"> • Homework that should be completed
E-Learning Distance Learning (cont.)	Pre-Kindergarten	<p>We know that young learners do best when engaged in real-life, hands-on experiences and play. At MPS, young learners take part in activities that promote creative play, real-life exploration, physical activity, language development, and social interactions that are important for child development.</p> <p>Preschool students and their caregivers have the opportunity to participate in lessons throughout the week in a variety of ways. All teacher plans include daily activities in the following areas: Literacy and Language, Math, Science, Art, Physical Large and Fine Motor Activities, and Social and Emotional Learning.</p> <p>Students will use their families’ devices or district issued iPads to engage and interact with students and their caregivers if they choose to use technology. Students have daily interaction with licensed teachers through developmentally- and culturally-appropriate content and mediums such as Google Classroom, SeeSaw, email or website messages.</p> <p>Early Childhood Special Education teachers are providing individualized instruction appropriate for each student as outlined in their Individualized Distance Learning Plan (see below for more information under Special Education Services).</p> <p>What should caregivers do during an E-Learning day(s)?</p> <ul style="list-style-type: none"> • Support student(s) as they work to create a Distance Learning routine that works for them. • Support student(s) in connecting with teacher(s) to become familiar with the learning tools your student will be using. • Support student’s learning and engagement with activities. Caregivers are not expected to teach them. • Contact teachers with questions or to get support for student(s).
E-Learning Distance Learning (cont.)	Elementary	<p>For elementary students learning online, daily lessons will be accessed on their personal device or district issued iPad (Kindergarten-2nd grade) or Chromebook (3rd-5th grade). Teachers will post lessons via SeeSaw/Google Classroom, teacher website, or email at the beginning of the student contact day; some lessons may extend over the course of a week.</p> <p>All students will have daily contact with their teacher.</p>

E-Learning Distance Learning (cont.)	Middle and High School	<p>For secondary students learning online, lessons will be accessed on their personal device or district issued Chromebook. Daily interaction with teachers through google classroom is expected. Activities will be provided by course, as directed by the teacher. Students will be able to communicate with teachers at designated times.</p>
E-Learning Distance Learning (cont.)	Adult Basic Education	<p>MPS Adult Basic Education’s online format is through Schoology. Contact: mpsabe@mpls.k12.mn.us and at 612-668-3800.</p>
E-Learning Distance Learning (cont.)	Attendance	<p>Student attendance is a responsibility shared by staff, students, and families in Minneapolis Public School. During E-Learning—when students are not in their school classrooms—we will continue to adhere to MPS Policy 5100, which requires schools to record student attendance daily.</p> <p>Reporting student absences from Distance Learning</p> <p>Families who need to report a student/child illness or any other reason their student cannot participate in Distance Learning should call their school to report the absence. Please be prepared to leave the following information on voicemail:</p> <ul style="list-style-type: none"> ● Student Name ● School Name ● Grade ● Reason for absence ● Date(s) of absence ● Phone number and name of person calling <p>Tracking Student Attendance</p> <p>Teachers will record student attendance in Gradebook by the end of each school day. Teachers will monitor attendance through students’ participation in Distance Learning activities such as SeeSaw, Google Classroom, or other building-identified sources such as phone, text, or email.</p>
E-Learning Distance Learning (cont.)	Grading	<p>Students are required to complete required work as designated by the teacher; however, since distance learning is different than in-person learning, flexibility in grading and recording of grades is expected. For</p>

		<p>short-term building closures, it is recommended that teachers and schools allow students to show their learning in various ways and be able to present their learning/work upon the school re-opening. No student should be penalized based on the inability to turn in work at a designated time due to circumstances out of his/her control.</p>
E-Learning Distance Learning (cont.)	English Learner	<p>All students who receive English learner services will continue to engage in direct instruction from their EL teacher. EL teachers will provide instruction in both synchronous and asynchronous formats to support language development goals and student engagement. EL instruction consists of one conference plus a sequence of lessons aimed to support students developing English. EL teachers will conference with their students and/or families one to two times per week to set goals, support learning, and provide feedback.</p> <p>In addition to direct EL instruction, support will happen through family advocacy and collaboration/co-teaching with classroom/content teachers. Focus of teacher collaboration will be to ensure continued practice in the four modalities of language, clear scaffolding and differentiation within core instruction, as well as consistent teacher office hours for students and families to access for further support.</p> <p>As directed by the state, newly enrolled students who identify as speaking a language other than English will be contacted by placement and asked if they would like to receive EL service and support temporarily during distance learning. When face to face learning resumes, those students will be screened with the state required assessments to determine EL eligibility.</p> <p>Schools, in partnership with the district, are the main point of contact for families. Schools have guidance to use their multilingual resources (language line) and staff while communicating with families and students.</p>
Student Support Services		
	Special Education and 504 Services	<p>For students with an IEP:</p> <p>An Individual Distance Learning Plan will be created for each student who receives special education services. The Distance Learning Plan will address how best to meet your students' needs through a Distance Learning model, where possible, including direct specialized instruction, related services,</p>

		<p>modifications and accommodations during Distance Learning.</p> <p>Adaptive equipment and assistive technology will be provided if possible. Case managers will provide instruction through technology, paper, pencil or work boxes to meet the needs of each individual student.</p> <p>Progress on areas of need in special education that are addressed during Distance Learning will be measured by comparing a student's skill level at the beginning and then at the end of Distance Learning. Case managers will use data collected from progress monitoring to measure growth, maintenance or regression of skills or behaviors.</p> <p>If an evaluation of a student with a disability requires a face-to-face meeting or observation, the evaluation may need to be delayed until school reopens. Evaluations and reevaluations that do not require face-to-face assessments or observations may take place while schools are closed.</p> <p>Special Education and Indian Education will work in collaboration with schools and teams in connecting with families and students to provide services during Distance Learning.</p> <p>For students with 504 plans:</p> <p>Your student's 504 case manager will collaborate with teachers and relevant support staff to plan for implementation of accommodations and services during Distance Learning. 504 case managers and the district's 504 coordinator are available to consult on how best to accommodate your child at home during Distance Learning. 504 Teams can meet through video, phone or email to conduct evaluation meetings or 504 Plan meetings.</p>
<p>Student Support Services (cont.)</p>	<p>Social Emotional Learning</p>	<p>Social Emotional Learning (SEL) is a priority for MPS and is considered a universal support for student and staff well-being. You will see that your student's teacher will place SEL focused content in their Distance Learning lessons and activities, both in paper and digital formats. Teachers will also provide caregivers with information around SEL activities they can incorporate into their new routines at home.</p> <p>“Social and Emotional Learning is the process through which children and adults acquire and apply the knowledge, attitudes, and skills necessary to understand and manage emotions, set and achieve positive goals, feel and show empathy for others, establish and maintain positive relationships, and make responsible decisions.” CASEL, 2016</p>

		<p>MPS has assembled the following resources for our families and students.</p>
<p>Student Support Services (cont.)</p>	<p>Mental Health Supports</p>	<p>Minneapolis Public Schools has school-based mental health services for students when school is in session. We continue to think about how we can support our educational community during this time that schools are closed.</p> <p><u>Students who receive school based mental health services</u> If your student receives school based mental health services when school is in session, these services are still available when school is closed. Your health care provider should have already reached out to you or you can call your school social worker to get reconnected. School based clinics in the high schools may still be providing their services and can also provide mental health services for students.</p> <p><u>Hennepin County support lines</u> If someone in your family is experiencing a mental health crisis, please call the Hennepin County Crisis teams:</p> <ul style="list-style-type: none"> ● COPE Team works with ages 18+: 612.596.1223 ● Child Crisis Team works with ages 17 and under: 612.348.2233 ● Hennepin County services are available 24 hours a day, 7 days a week, 365 days a year for anyone in crisis in Hennepin County. <p><u>National substance use prevention and support</u> The Partnership for Drug-free Kids provides a range of text-based and online support on how to respond to substance use and addiction, from prevention to recovery. Find out more here. https://health.mpls.k12.mn.us/mentalhealth_hotline.html</p> <p>MPS has partnerships with more than 13 different mental health agencies to provide mental health therapeutic support for students and families via tele-health and phone calls. The MPS Mental Health Support Line as well as the licensed student support staff (school Psychologists, school counselors, and social workers) can connect families with resources in the community.</p> <p>School Psychologists, school counselors, and social workers (licensed support staff) are available to students and families to provide support services as needed to help students be engaged in distance learning. Services and supports will vary depending on individual student needs. These support staff will</p>

		<p>also be available to consult with teachers about student’s mental needs.</p> <p>If parents/guardians are concerned about the student’s mental health, they can talk to the licensed support staff from their school and the Student Support Team will discuss the needs of the student and develop a support plan for the student, which could include connecting the family with a mental health provider either a school mental health provider if those services are at their school or a mental health provider in the community.</p> <p>For assistance with health insurance related questions, please contact Thaddeus.Lesiak@mpls.k12.mn.us with our Family Resource Center.</p> <p>School Mental Health (SMH) providers are connecting with families to discuss different options for accessing telehealth. If SMH providers have any difficulty connecting with families, they can connect with the licensed student support staff (school psychologists, school counselors, and social workers) to help explore different ways to connect with the family to ensure the access to ongoing support.</p>
Student Support Services (cont.)	Considerations for Special Populations	<p><u>African American Students; Kings and Queens Program</u></p> <p>The Office of Black Student Achievement will support Kings and Queens in E- Learning through supporting students in adjusting to the change in routine; balancing family responsibilities; engaging in online learning; anxiety and paranoia; Life Coaching; completing core subject work; academic and personal goal setting; and using technology. For more information, please contact Michael Walker at michael.walker@mpls.k12.mn.us.</p> <p><u>American Indian Students</u></p> <p>We are working closely with our community partners such as Native American Community Clinic, Division of Indian Work, MIGIZI, Indian Health Board of Minneapolis, and others to provide the right support and resources for families and students..</p> <p>If you have any questions, please contact Indian Education at indianed@mpls.k12.mn.us.</p> <p><u>Students Experiencing Homelessness</u></p> <p>School social workers are the main point of contact for families experiencing homelessness. Parents/youth should contact their school social worker for information about resources and support. If you are unable to</p>

		<p>reach your social worker or have further questions, please contact the district liaison, Charlotte Kinzley. charlotte.kinzley@mpls.k12.mn.us or 612-668-5480</p> <p><u>Vulnerable Students</u> School Psychologists, school counselors, and social workers (licensed support staff) will reach out to students and families to provide support services as needed to help students be engaged in distance learning. Services and supports will vary depending on individual student needs. These support staff will also be available to consult with teachers about student needs.</p> <p>MPS Early Childhood Family Education, MPS High 5, PICA Head Start, and Private preschools collaborating with MPS ECSE staff to provide distance learning to children/students.</p> <p>MPS has many partners who are committed to our students. We have several partners who have reached out to MPS schools and departments and are working closely with them to provide us with ongoing integrated learning opportunities for all MPS students.</p>
Use of Technology		
	Technology Assistance	<p>If you are having trouble with an app or online tool that your teacher assigned, please reach out to your teacher first. If you are having trouble with your device or connecting to the internet, please call our technology help desk at 612.668.0088.</p>
Use of Technology (cont.)	Internet Safety and Digital Citizenship	<p>All students are receiving instruction on digital citizenship and the district has established a digital safety help line.</p> <ul style="list-style-type: none"> ● Using Google tools is just like any other learning environment. ● All MPS policies related to bullying, cyberbullying, harassment, and the use of drugs, alcohol, or smoking apply to students and staff in this online setting. ● Remember to make good decisions and act appropriately as responsible community members. ● MPS will be monitoring chats and postings for inappropriate content and will be following up when needed.

		<ul style="list-style-type: none"> • speakup@mpsedu.org • Call or text (612) 416-1162
Communications and Family Engagement		
Communications and Family Engagement		<p>MPS at the district level communicates with families in the following ways:</p> <ul style="list-style-type: none"> • Information is available in many languages on the MPS homepage. Important topics are also bannered on school websites, and posted on school social media. • Family email updates in English, Hmong, Somali and Spanish are now sent as needed. Robocalls precede emails in urgent situations. • Video updates are created around important topics in culturally appropriate languages and format. • Student (grades 8-12) receive emails on important, student-related issues. • The family COVID FAQ on our website has been and will be promoted via social media and emails as needed. A new Back to School 2020 webpage is being created related to this fall’s learning format. We are also creating a Back to School 2020 overview document, online Q&A, a school communication toolkit for Back to School, and videos in all languages helping families know what to expect this fall. • District and school website alerts and updates. • Social media updates -- including What’s App that is popular with immigrant families -- in all languages for vital updates. • News updates to representative media, including non-English radio stations and neighborhood newspapers. • Videos for and by teachers air on social media and Channel 15. Wednesdays, Thursdays and Fridays on Channel 15 are all language specific in Hmong, Spanish and Somali depending on the day. • Information updates on Channel 15. <p><i>Summary paragraph:</i> MPS sends regular email updates to both students and families complemented by language/culture-specific videos. Families are encouraged to check with their principal about accurate contact info if they are not receiving those updates. District info is cascaded to schools for posting/emailing on school websites and through school newsletters. District social media are updated several times daily. Additional information is shared throughout the day via Channel 15.</p>

		<p>MPS at the district level is engaging and interacting with families in the following ways:</p> <ul style="list-style-type: none"> ● District engagement staff continues to support Parent Advisory Councils via regular communication and hosting virtual meetings. In addition, we have increased opportunities to check-in and work with school family liaisons every two-weeks to share best and promising practices, discuss issues, and problem-solve around school-family partnerships during Distance Learning. ● Communication and engagement staff often are invited to virtual town-halls, radio/TV interviews and other grass-roots efforts to share critical information and up-to-date news about Distance Learning, as well as answering questions and connecting families with resources and support. <p>Schools are using multiple methods to communicate with families and students, in addition to the required daily student contact attempts made by teachers. Many schools are using simultaneous methods in order to reach as many families and students as possible. The most common means of sharing messages with students and families in the initial weeks of Distance Learning are calls or text messages, school websites or Google Sites, emails or newsletters, and social media, primarily Facebook.</p> <p>Some innovative means of communicating with families that schools have used include setting up helplines that families can call, recording podcasts or video messages for families, and holding virtual meetings with families. Some schools are also surveying families about their experiences with Distance Learning.</p> <p>The Office of Engagement and External Relations held virtual meetings with Black, Hmong, Somali, American Indian, and Latino parents, members of the World’s Best Workforce, and community stakeholders to gather input and feedback in developing plans for heading back to school.</p> <p>As MPS works to create an environment where all students, families and staff belong and thrive, Climate Framework task forces are meeting to develop belief statements about what that could look like.</p>
<p>Staff Resources, Development, and Training</p>		<p>We understand that the school closure immediately affected our staff. The district has provided regular updates through email and direct contact with supervisors. Distance Learning required immediate training on safety, infectious disease, and meeting the needs of students and families.</p> <p>Guidance, webinar training, and technical assistance on how to telework and deliver instruction for Distance Learning were developed and continue to be refined as understanding deepens. The district’s Design and Training team created and shared extensive resources and guidance for all employees.</p>

Minneapolis Kids		<p>During a short-term closure, families will be notified in advance in regards to Minneapolis Kids Childcare.</p>
Youth and Adult Enrichment		<p>In the event that classes in progress are cancelled, coordinators of youth and adult enrichment programs will contact participants/families by email and phone. For any enrichment classes offered for a fee whose instructors are not able to continue the class online, participants will be given the option of receiving a prorated refund for the cancelled class session(s).</p> <p>For youth after school programs, alternate options will be made available through Google Meet, activity kits, pre-recorded videos, and socially distanced outdoors, with classes led by the mix of permanent and temporary staff who also provide classes in person.</p> <p>For adult enrichment, alternate options will be made available through Zoom, pre-recorded videos, and socially distanced outdoors, with classes led by the temporary staff who also provide classes in person.</p>