

Agenda

- 1) Call to Order
- 2) Roll Call
- 3) Adoption of the Agenda
- 4) Acceptance of Minutes
 - a. October 13, 2020, Minutes
 - b. October 27, 2020, Minutes
- 5) Public Comments
- 6) Reports and Recommendations from the Superintendent of Schools
 - a. Staff and Student Survey Summary
- 7) Policy Committee Report
 - a. Repeal of Policies 3120, 3125, 3128, 3135, 3145, 3150, 3160, 3195, and 3430 and Amendment of Policy 3005
- 8) Action Items by the Board of Education
 - a. Approval of the Consent Agenda
 1. Personnel Items
 - a. Approval of List A personnel matters (2020-11-ER-A)
 - b. Approval of List B personnel matters (2020-11-ER-B)
 2. Contracts
 - a. Contract amendment with Allied Blacktop Company for multi-site paving project (2020-12847)
 - b. Contract amendment with Constructions Results Corporation for flooring upgrades at Sheridan, Dowling, Loring and Bryn Mawr (2020-12845)
 - c. Contract amendment with Monicat Data to increase services for enrollment shift, technology and design service support, automated outdated processes and build more efficient internal technology systems (2020-4400000667-1)
 - d. Contract with Code 42 for IT Services Renewal (2020 - 4400000791)
 - e. Contract with Heartland Business Systems for Cisco Hardware and Services (2020- 4400000792)
 3. Resolutions
 - a. Resolution Authorizing Patrick Henry Track Renovation Grant Application
 - b. Amendment of Policy 5391
 - c. Amendment of Policy 5050
 - d. Adoption of Policy 3508
 - e. Amendment of Policy 1770 and Repeal of Policy 1750
 - f. Amendment of Policies 4021, 4025, 5221, and 5620
 - g. Approval of New School Bell Times
- 9) New Business
- 10) Reports and Comments from Board of Education Directors
- 11) Adjournment

**Minneapolis Public Schools – Board of Education
Special School District No. 1
Business Meeting
October 13, 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 October 13, 2020, commencing at 5:35 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 Graff - 11

III. APPROVAL OF THE AGENDA

MOTION: Director Arneson moved, seconded by Director Inz that the Board of Education, Special School District No. 1, approve the Agenda for October 13, 2020.

MOTION: Director Felder moved, seconded by Director Walser to add a 4-day flex schedule resolution to the agenda under New Business. The Motion was put to a rollcall vote and failed to carry.

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

Motion to approve the agenda was put to a rollcall vote and carried by majority.

| Director | YEA | NAY |
|----------|---------|-----|
| Arneson | X | |
| Felder | Abstain | |
| Ali | X | |
| Walser | X | |
| Inz | X | |
| Jourdain | X | |
| Caprini | X | |

| | | |
|---------|---|--|
| Pauly | X | |
| Ellison | X | |

IV. APPROVAL OF MINUTES

- September 8, 2020
- September 29, 2020

MOTION: Director Pauly moved, seconded by Director Caprini that the Board of Education, Special School District No. 1, approve the above-listed Minutes. Motion to approve the minutes was put to a rollcall vote and carried unanimously.

V. PUBLIC COMMENTS – Public comments left via Voicemail were played

VI. POLICY COMMITTEE REPORTS

- Amendment of Policy 5391
- Amendment of Policy 5050
- Adoption of Policy 3508
- Amendment of Policy 1770 and Repeal of Policy 1750
- Amendment of Policies 4021, 4025, 5221, and 5620

VII. REPORTS AND RECOMMENDATIONS FROM THE SUPERINTENDENT OF SCHOOLS (NO VOTES)

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 Felder, 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.

B. Approval of 2019-2021 Collective Bargaining Agreement with the Minneapolis Federation of Teachers (MFT 59)

*Approval of the 2019-2021 Collective Bargaining Agreement Between
Special School District No.1
and
Minneapolis Federation of Teachers, Local 59, AFL-CIO, AFT, NEA*

WHEREAS, Special School District No. 1 (District) and Minneapolis Federation of Teachers (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 approve the collective bargaining agreement between Special School District No. 1, and Minneapolis Federation of Teachers, effective July 1, 2019 through June 30, 2021

MOTION: Director Arneson moved, seconded by Director Caprini, that the Board of Education, Special School District No. 1, approve the Collective Bargaining Agreement with MFT. The motion to approve the Agreement was put to a rollcall vote and carried out unanimously.

C. RESOLUTION REGARDING ELECTRONIC FUNDS TRANSFER

WHEREAS, Electronic Funds transfer is the banking process of value exchange by mechanical means without the use of checks, drafts, or similar negotiable instruments; and

WHEREAS, a school district may make an electronic funds transfer from its bank account for the payment of an investment, payment of bond principal and interest, payment of anticipation certificates, contributions to pension or retirement funds, imprest payroll, or vendor payments; and

WHEREAS, a written confirmation is made a day after the transaction and is used in lieu of a check, draft, or warrant to support the transaction; and

WHEREAS, M.S. 471.38 subd. 3(a) requires that the school board annually delegate the authority to make electronic funds transfers to designated business representatives and that the disbursing bank keep on file a certified copy of the delegation of authority; and

WHEREAS, the Senior Financial Officer recommends that the Board designate certain Finance Department staff members as representatives to make electronic funds transfers with the disbursing banks.

THEREFORE, BE IT RESOLVED, that the Board of Education, Special School District No. 1, authorize the appointment of Kate McKay and Jeffrey Grilley as designated representatives to make electronic funds transfers for the district and the execution of appropriate resolutions and documents with US Bank, Minneapolis, Minnesota School District Liquid Asset Fund, and Wells Fargo bank, N.A.

MOTION: Director Caprini moved, seconded by Director Walser, that the Board of Education, Special School District No. 1, approve the Resolution Regarding

Electronic Funds Transfer. The motion to approve the Resolution was put to a rollcall vote and carried out unanimously.

IX. NEW BUSINESS

a. Resolution Establishing Advisory Committee to Investigate Facility Names

WHEREAS, Minneapolis Public Schools (MPS) Policy 1304 states, “Every student deserves a respectful learning environment in which their racial and ethnic diversity is valued and contributes to successful academic outcomes”; and

WHEREAS, Policy 1304 further states, “MPS 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”; and

WHEREAS, MPS policies and regulations allow for the Board of Directors to name and/or make changes to facility names; and

WHEREAS, MPS should take proactive steps to determine if facility names align with the district’s equity and social emotional learning goals.

SO, THEREFORE, BE IT RESOLVED, that the Board of Directors, Special School District No. 1 hereby establishes an advisory committee, to be seated in January 2021, that shall research and provide a report of recommendations by August 2021 of any MPS facilities that should be renamed; and

FURTHER BE IT RESOLVED, that committee shall have eleven members comprised of the following:

- Board’s Student Representative (1)
- Nine (9) members aligned to election districts, by each School Board Director
- One (1) member, by the Superintendent

FINALLY, BE IT RESOLVED, that the committee shall follow all guidelines outlined in MPS Policy 1320.

MOTION: Director Pauly moved, seconded by Director Caprini, that the Board of Education, Special School District No. 1, approve the Resolution Establishing Advisory Committee to Investigate Facility Names.

MOTION: Director Arneson Called to Question, seconded by Director Pauly. Call to Question passed unanimously.

The motion to approve the Resolution was put to a rollcall vote and carried out unanimously.

b. Summary of 2019-2020 Superintendent Evaluation

I. REPORTS AND COMMENTS FROM BOARD OF EDUCATION DIRECTORS

II. ADJOURNMENT

MOTION: Director Arneson moved, seconded by Director Felder that the Board of Education, Special School District No. 1, adjourn the meeting at 6:56 p.m. The motion to adjourn was put to a rollcall vote and carried out unanimously.

DRAFT

Full List of Consent Agenda

1. Personnel Items

- a. Approval of List A personnel matters
- b. Approval of List B personnel matters

2. Contracts

- a. Construction Results Corporation
- b. Contract Alternative School Contracts
- c. English Learning Center
- d. Karges-Faulconbridge Engineers
- e. Learning in Style
- f. Riverside Plaza Tenants Association
- g. SAP
- h. Somali Success School
- i. Summit Academy OIC
- j. The Mental Health Collective (dba Watercourse Counseling Center)
- k. Titan School Solutions, Inc.
- l. T-Mobile
- m. Total Filtration Services
- n. United Health Services

3. Authorizations

- a. Authorizing the Senior Operations Officer to consent and execute agreements relating to the rezoning of a development site, consisting of 1300 West Broadway Avenue, 2011 Girard Avenue North, and 2015 Girard Avenue North to a C2 Zoning District
- b. Authorizing the Senior Operations Officer to negotiate and execute an easement agreement to reasonably accommodate the Grand Avenue reconstruction project sidewalk shift, adjacent to Lyndale Elementary School property.
- c. Financial Authorizations

**OFFICIAL MINUTES
MINNEAPOLIS BOARD OF EDUCATION**

**SPECIAL BUSINESS MEETING
OCTOBER 27, 2020**

CALL TO ORDER

Chair Kim Ellison called the meeting to order at 8:23 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 (9)

Absent: (0)

APPROVAL OF CONTRACTS

Caprini moved approval of the following contracts:

- Contract with Hutchins & Hutchins for Portable HEPA Air Filter Units (2020-12853)
- Contract with Karin's Services, LLC for snow removal (2020-12850)
- Contract amendment with BSN Sports for additional Distance Learning Phy Ed equipment (2020-4400000609-1)

On roll call, the result was:

Aye: Arneson, Ali, Walser, Inz, Jourdain, Caprini, Ellison (8)

No: (0)

Adopted.

ADJOURNMENT

Arneson moved to adjourn.

On roll call, the result was:

Aye: Arneson, Ali, Walser, Inz, Jourdain, Caprini, Ellison (8)

No: (0)

Adopted.

The meeting was adjourned at 8:26 p.m.

Minutes submitted by Ryan Strack, Administrator of Board and Government Relations.

Meeting materials: <https://meetings.boardbook.org/Public/Agenda/1807?meeting=424165>

Meeting video (starts at 2:37:41 mark): <https://eduvision.tv/l/?eeAReym>

DRAFT

Fall 2020 Staff and Student Survey and Focus Groups Summary

Accountability, Research, and Evaluation

November 10, 2020

Purpose

This report summarizes distance learning feedback received in October and November 2020 through a staff survey, student survey, and student focus groups. In these surveys and focus groups, students and staff were asked about their overall experiences with distance learning, what is going well, and what needs to change. Staff were also asked to share their preferences for returning to in-person learning during phase 3. The purpose of this data collection was to gain an understanding of staff and students' experiences with distance learning to inform planning for improvement in distance learning and to determine school-based staff willingness to work in person during Phase 3.

Distribution & Demographics

Staff Survey: MPS sent the staff survey to school-based staff via email. School leaders were also asked to remind their staff to complete the survey. Staff had between October 27 and November 4th to complete the survey.

In all, 2,665 staff survey responses were received. 79.2% of the staff included in the final survey data set identify as white, 12% as African American/Black, 5.4% as Hispanic/Latinx, 3.1% as Asian, and 1.8% as American Indian/Alaskan Native.

Student Survey: MPS sent the student survey to students in middle school, high school and at Transition Plus via school email. Teachers, school leaders, and parents were encouraged to remind students to complete the survey, ARE partnered with school-based Youth Voice Advisors and CityWide Student Leadership Board to promote completion of the survey and one reminder email was sent. The survey was provided in English and Spanish.

In all, 3,141 responses were received (a response rate of 18.4%). 52.3% of the students included in the final survey data set identify as white, 24.5% as African American/Black, 12.5% as Hispanic/Latinx, 5.8% as Asian, and 1.5% as American Indian/Alaskan Native.

Student Focus Groups: Seventy-five middle and high school students signed up to participate in one hour focus groups on distance learning on Wednesday, November 4 and Thursday, November 5 from 4:30 - 5:30 PM; 32 attended. Invitations were sent to all students who indicated on the survey that they were interested in participating in a focus group. ARE also partnered with school-based Youth Voice Advisors and CityWide Student Leadership Board to promote participation in the focus groups.

Participants identify as 69% white, 9% Hispanic/Latinx, 6% Asian, 6% American Indian, and 3% African American/Black; it is important to note that the registered students were more reflective of the overall population of MPS students, but due to the timing of the focus groups, less than half of registered students were able to participate.

Limitations

This report summarizes data from two surveys and six focus groups. The surveys were distributed electronically and included a mix of closed ended and open ended questions. The survey respondents and focus group participants are not representative of the MPS staff or student population with respect to race and ethnicity, geography, and other demographics. For that reason, the survey results have been disaggregated in a number of ways and focus group themes are included if they emerged in both the survey and focus groups.

Findings

Staff Survey:

Overall Distance Learning Experience

- **Staff were more likely to state that distance learning is going well this fall**, when compared to last spring. While only 24% of respondents indicated their experience in the spring was “good” or “very good”, 62% of respondents rated their experience this fall as “good” or “very good.”
- American Indian/Alaskan Native, African American/Black, and Hispanic/Latino/a/x respondents were more likely to rank their experiences in both the spring and fall as positive compared with Asian and white respondents.
- Education Support Professionals were more likely to rank their experiences positively for both the spring and fall compared to other staff roles, whereas Related Services Staff were the least likely to rank their experiences positively.

Distance Learning: What is going well?

- Of the options listed in the survey, a majority of respondents said that “Direct instruction on live meets” and “Collaboration with colleagues” are going well.
- The survey included open-ended questions about what staff members thought was going well in distance learning. The main themes that emerged from staff comments were: instruction, collaboration with colleagues, student engagement, safety for students & staff, family engagement, and student learning

Distance Learning: What needs to change?

- Of the options listed in the survey, a majority of respondents said that the “Workload” needs to change.
- The survey included open-ended questions about what staff members thought needed to change. The main themes that emerged from staff comments were: workload, student engagement, and a focus on Social Emotional Learning.
- Staff expressed that distance learning is more time consuming than their role during in-person school, and many expressed concerns about their well-being and/or requested changes to current District expectations.
- Staff also shared concern about students’ well-being, and requested changes to current District expectations to better support students’ emotional and social needs during this time.

Preferences for Phase 3

- Staff respondents were asked to indicate their willingness to work in-person with students during Phase 3, provided that health and safety guidelines are met. Nearly 60% of respondents said they were not willing to work in-person during Phase 3, and nearly 30% said they were unsure.
- While preferences by race did not vary greatly, **African American/Black and white respondents were more likely to say that they were willing to come back in person.**
- On average, Classroom teachers and English Language Teachers were **less willing** to come back in person.
- For respondents who said they were unsure, there was a follow-up open-ended question asking what they needed to know in order to make their decision. An additional open-ended question asked staff if there is anything else they would like the District to consider as we move forward in phases. The following themes emerged in their responses: science & safety (e.g. Covid case rates), transparency, preparedness (including Protocols & Plans and Equipment & Space), staff voice & choice, workload & expectations, and student needs.
- In response to both questions, many staff mentioned their top priority is clear, written expectations and plans that protect the safety of both staff and students.

Student Survey and Focus Groups:

Overall Distance Learning Experience

- 28% of respondents indicated that their experience in **the spring** was “good” or “very good”, and 45% of respondents rated their experience **this fall** as “good” or “very good.”
- On average, respondents of all races/ethnicities reported that their experience with **distance learning this fall was better than it was in the spring**. Regarding student experiences this fall, African American, Hispanic, and American Indian respondents reported more negative experiences compared with white, Asian, and multiracial respondents.
- On average, both middle school and high school respondents reported that their experience with distance learning this fall was better than it was in the spring. Regarding student experiences this fall, **middle school students reported more**

positive experiences compared with high school students.

- Focus group participants were asked why the survey data suggests distance learning has improved this Fall. Common responses included: the schedule/more structure, that teachers use technology more effectively, and the adjustment to Covid and its implications for students.

Distance Learning: What is going well?

- A majority of respondents said that the “Schedule” was going well, and 47% of respondents said that “Access to teachers” was going well.
- Overall, students identified flexibility in their schedules as a positive factor in distance learning. This feeling was especially prevalent among students with an “asynchronous” day in their school week. Some students also attributed the flexibility in their schedule to better supporting their learning style, as it allows them to work at their own pace.
- Additional themes included: easier **access to some teachers through email and office hours** makes students feel they are supported academically (access varies greatly by teacher) and students feel more engaged in their learning when teachers **creatively integrate technology** into their instruction.

Distance Learning: What needs to change?

- A majority of respondents said that the “Amount of schoolwork” needs to change, and 38% of respondents said that “Interaction with other students” needs to change.
- The survey included open-ended questions about what students thought needed to change, and this was also explored in the student focus groups. The main themes that emerged from student comments were: amount of schoolwork, interaction with other students, schedule, access to teachers and relevance of course content
- Coding of open-ended responses and the focus groups exposed the connection between the amount of schoolwork and schedule; many students requested changes to the current schedule that would allow students to spend more time completing work during school hours
- Similar to a finding from the staff survey, students shared concerns about students’ well-being, and also requested changes to current District expectations to better support students’ emotional and social needs during this time.
- Students provided examples of ways to connect with peers during distance learning, and shared that the common teacher practice of student-only breakout rooms is not as effective as other approaches, such as collaborative group projects, icebreaker-type discussions, and engaging virtual polls or games (e.g. Kahoots, Nearpod)

Distance Learning: Screen Time

- When asked how many hours each day respondents are spending on a screen for school work, the most common answer was “6-7 hours.” For the amount of time off screen, the most common answer was “Less than 1 hour.”
- Overall, students feel they are **spending too much time on the computer during and after the school day** and would like more avenues for learning away from the computer. Students who identified schedule and workload as elements of

distance learning that need to change frequently cited screen time as a driving factor for that change.

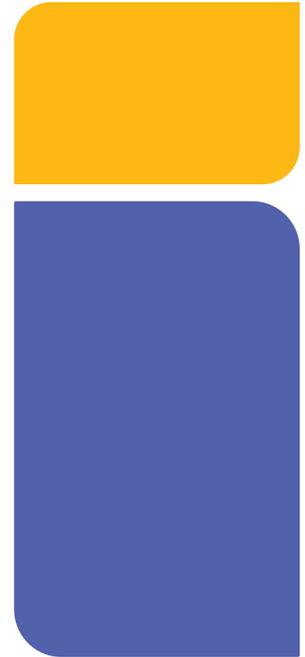
Distance Learning: Adult to Check in With

- When asked whether they had an adult at their school that they could check in with every day, 48% of respondents indicated that they did and 35% said they were not sure.
- White respondents were slightly more likely to say that they have an adult at their school that they can check in with every day.
- Middle school respondents were more likely to say that they have an adult at their school that they can check in with every day compared with high school respondents.
- Some students mentioned strategies their school was using to support students, such as virtual office hours, subject-specific and/or mental health support groups, etc.

Regular Business Meeting

Fall 2020 Staff and Student
Feedback on Distance Learning

November 10, 2020



Fall 2020 Staff & Student Feedback: Overview

These slides summarize Distance Learning feedback received in October and November 2020 through a **staff survey, student survey, and student focus groups.**

Fall 2020 Staff & Student Feedback: Purpose

- To understand the Distance Learning experiences this fall of school-based staff members and middle school, high school, and Transition Plus students:
 - *Overall experiences*
 - *What is going well*
 - *What needs to change*
- To understand staff members' preferences for returning to in-person learning during phase 3.

Data Collection Methods Staff

Fall 2020 Staff Survey - Distribution

Survey Distribution:

- Survey fielded from October 27- November 4, 2020
- Survey sent to MPS school-based staff* via email
 - 1 reminder email was sent
- Total of 3,020 respondents

**A separate survey for school leaders will be administered later this month*

Fall 2020 Staff Survey - Demographics

| Primary Role | N | % of Total |
|--------------------------------------|-------------|------------|
| Classroom Teacher | 944 | 35.4% |
| Education Support Professional | 551 | 20.7% |
| English Language (EL) Teacher | 111 | 4.2% |
| Related Services Staff | 281 | 10.5% |
| Special Education Teacher | 338 | 12.7% |
| Specialist Teacher | 163 | 6.1% |
| TOSA (Teacher on Special Assignment) | 112 | 4.2% |
| Other | 165 | 6.2% |
| Total | 2665 | - |

| Grade Respondents Work With | N | % of Total |
|-----------------------------|------|------------|
| Early Childhood | 359 | 13.7% |
| K-5 | 1453 | 55.5% |
| 6-8 | 686 | 26.2% |
| 9-12 | 577 | 22.0% |
| Transition Plus | 53 | 2.0% |
| Adult Education | 27 | 1.0% |
| Other | 25 | 1.0% |

**Respondents could select all that apply, so the percentage adds up to more than 100%*

Fall 2020 Staff Survey - Demographics

| Race/Ethnicity | N | % of Total |
|--------------------------------|------|------------|
| African American/Black | 246 | 12% |
| American Indian/Alaskan Native | 37 | 1.8% |
| Asian | 64 | 3.1% |
| Hispanic/Latino/a/x | 111 | 5.4% |
| White | 1626 | 79.2% |
| Other | 67 | 3.3% |

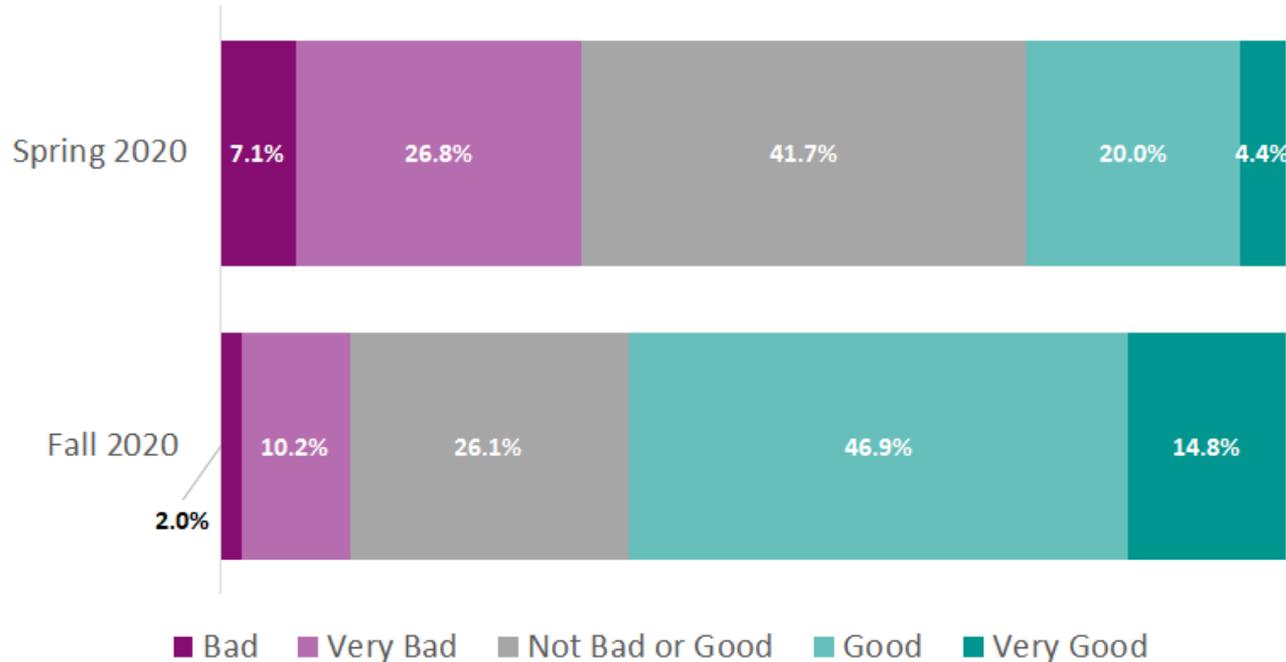
**Respondents could select all that apply, so the percentage adds up to more than 100%*

**The survey included “Native Hawaiian/Other Pacific Islander” as a response option for race/ethnicity. Because fewer than 10 staff selected that option, their race/ethnicity was re-coded as “Asian.”*

Findings: Staff Experiences with Distance Learning

Staff Survey: Overall Experiences with Distance Learning

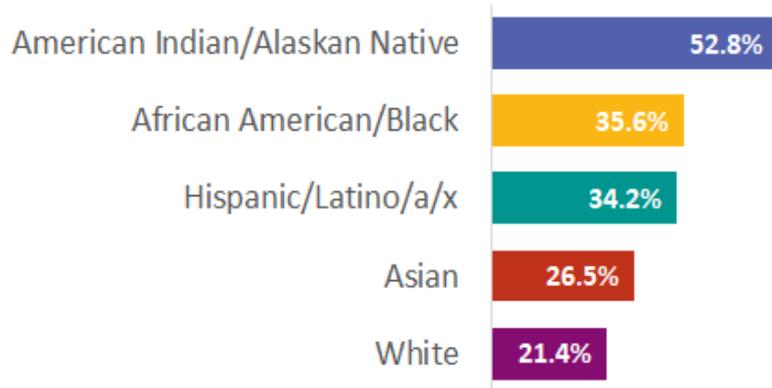
While only 24% of respondents indicated their experience in **the spring** was “good” or “very good”, 62% of respondents rated their experience **this fall** as “good” or “very good.”



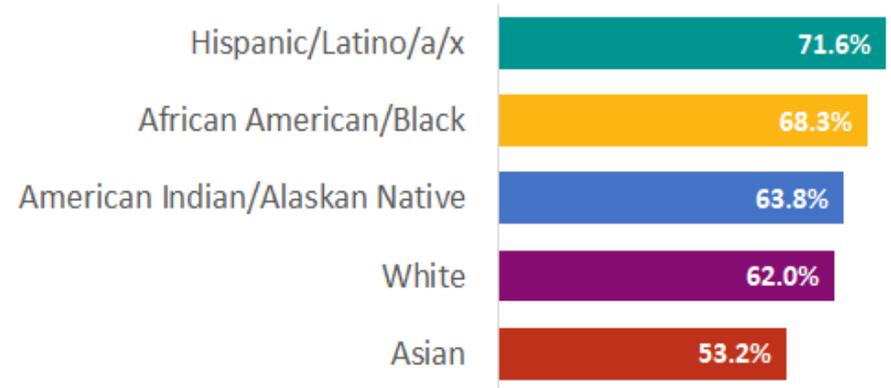
Staff Survey: Overall Experiences by Race/Ethnicity

American Indian/Alaskan Native, African American/Black, and Hispanic/Latino/a/x respondents were **more likely to rank their experiences in both the spring and fall as positive** compared with Asian and white respondents.

Percentage ranking their experiences with Distance Learning in **the spring** as "good" or "very good"



Percentage ranking their experiences with Distance Learning in **the fall** as "good" or "very good"



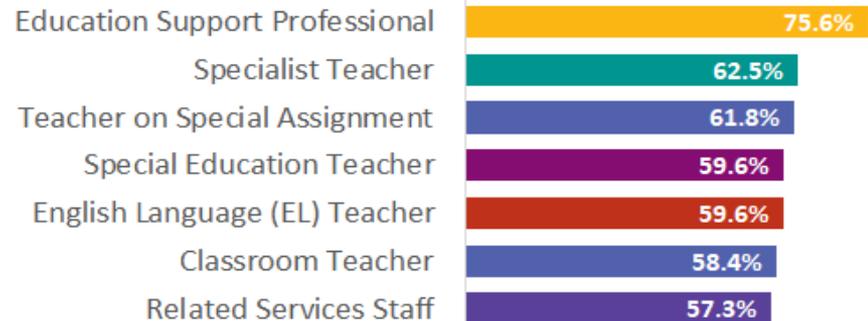
Staff Survey: Overall Experiences by Role

Education Support Professionals were more likely to rank their experiences positively for both the spring and fall compared to other staff roles, whereas Related Services Staff were the least likely to rank their experiences positively.

Percentage ranking their experiences with Distance Learning in **the spring** as "good" or "very good"

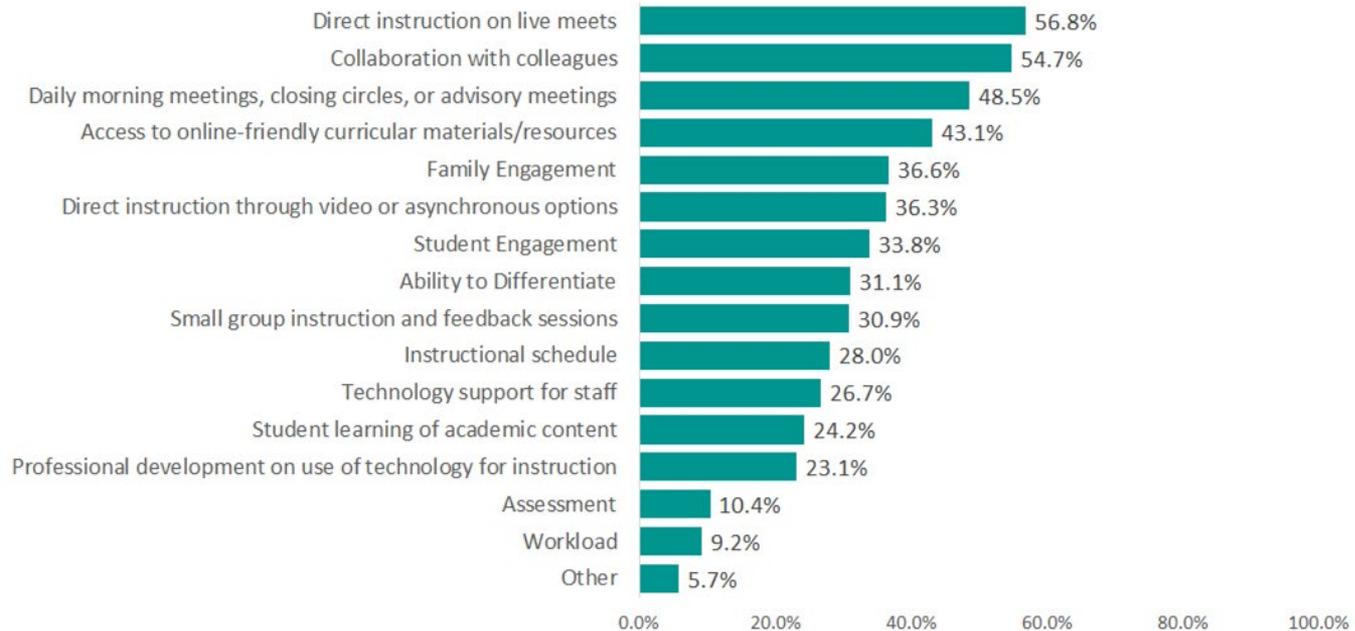


Percentage ranking their experiences with Distance Learning in **the fall** as "good" or "very good"



Staff Survey: Distance Learning - What is Going Well

A majority of respondents said that “Direct instruction on live meets” and “Collaboration with colleagues” are going well.



Staff Survey: Qualitative Themes for What is Going Well

The survey included open-ended questions about what staff members thought was going well in Distance Learning. The main themes that emerged from staff comments were:

- Instruction
- Collaboration with colleagues
- Student engagement
- Safety for students & staff
- Family engagement
- Student learning

Staff Survey: Distance Learning - Instruction

Many staff commented that Distance Learning is an effective way to teach students during the pandemic.

- Staff report the ability to connect with students live in Google Meets has improved Distance Learning.
- Staff appreciate the ability to support students both individually and in small groups, as well as the ability to differentiate for students
- Many also commented on improvements in technology platforms/use this Fall
- Teachers expressed the importance of autonomy/flexibility during Distance Learning
- Some staff suggested less distractions in Distance Learning makes it easier to teach

“I feel more organized and prepared for instruction than ever before and also better able to review student work, provide feedback, and tailor instruction based on student achievement on previous content. Block schedule has allowed for the time we need to work 1:1 and in small groups with students and there is less chaotic energy which I believe has helped students focus more on content.” MPS Staff Member

Staff Survey: Distance Learning - Collaboration with Colleagues

Many staff commented on their ability to collaborate with colleagues during Distance Learning, especially around planning and student support.

- Staff mentioned their increased ability to share materials and resources with each other
- Staff commented on the reduced barriers to meet with colleagues across the district
- Several staff mentioned they appreciate the support of their school's leadership team

“My colleagues are building things together and as a team we are able to access shared materials to support our students. We have brainstormed together and increased our ability to provide good, differentiated instruction during live meets and helped more students to participate.” MPS Staff Member

Staff Survey: Distance Learning - Student Engagement

Staff reported increased student engagement during Distance Learning this Fall compared to last Spring.

- Staff shared the importance of morning meetings and other non-academic connections with students
- Staff commented that student attendance has increased
- Staff reported students appear more focused and less distracted during Distance Learning

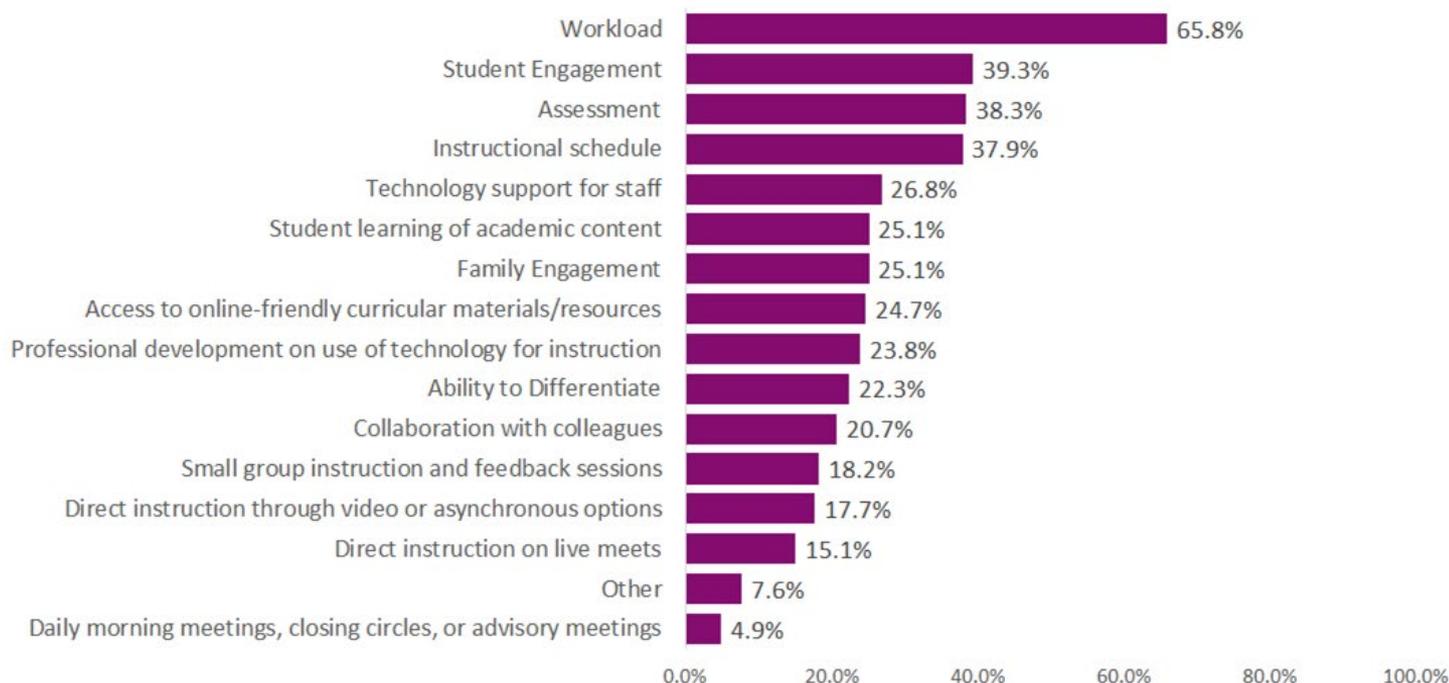
“Many, many students who wouldn't otherwise engage are more willing to share things with the class - maybe because it's virtual. I'm able to get to know students a lot better because many students are a lot more relaxed in their own spaces. It's great to not have students feel like they can't get a drink of water or go to the bathroom whenever they need to. **It feels like there's a lot more humanity built in.**” MPS Staff Member

Staff Survey: Distance Learning - Other Aspects Going Well

- **Safety for students and staff:** Many staff expressed the importance of remaining in Distance Learning due to the current case rates of Covid-19
- **Family engagement:** Many staff mentioned they have been able to meet with families more easily
- **Student learning:** Staff shared examples of students who previously struggled in the classroom finding distance learning to be a better fit for them

Staff Survey: Distance Learning - What Needs to Change

A majority of respondents said that the “Workload” needs to change.



Staff Survey: Qualitative Themes for What Needs to Change

The survey included open-ended questions about what staff members thought needed to change. The main themes that emerged from staff comments were:

- Workload
- Student engagement
- Focus on Social Emotional Learning

Staff Survey: Distance Learning - Workload

- Many staff presented an “**asynchronous**” day as a possible solution to these challenges
- Many staff feel Distance Learning is **more time consuming** than their role during in-person school
- Many staff are concerned about their own well-being and mental health and feeling **burnt out**
- Some staff specifically mentioned the need for the District to make changes to expectations/requirements (such as professional development and observations)
- Many staff added concerns that workload would increase even more in a hybrid model

Staff Survey: Distance Learning - Workload

“The insistence on continuing the school year and curriculum as if this were a normal year is ridiculous. Families are stressed. Students are stressed. Teachers/staff are stressed. **Why does each class have to get through their normal curriculum without any modifications for the time and attention that online learning allows compared to in person?”** MPS Staff Member

Staff Survey: Distance Learning - Student Engagement

- Many staff are concerned about students' wellbeing and mental health
- Many commented about the need to change the approach of distance learning, and more specifically focus on emotional and social needs over academic expectations
- Some staff commented about students who are frequently absent or not feeling supported during this time

Staff Survey: Distance Learning - What Needs to Change

“...We need to reset our goals and recognize that our students are traumatized by the pandemic/outcomes, the racial issues in our community and country, the economic issues, the housing issues, etc. and we need to **ensure that SEL is top of mind rather than content of curriculum.** We need flexibility for our students to do school part time if that is what they need, without penalizing schools for lower hourly numbers.”

MPS Staff Member

Data Collection Methods

Students

Fall 2020 Student Survey - Distribution

Survey Distribution:

- Survey fielded from October 28 - November 4, 2020
- Survey sent to MPS students in grades 6-12 via email
 - Teachers, school leaders, and parents were encouraged to remind students; partnered with school-based Youth Voice Advisors to share with students
 - Partnered with CityWide Student Leadership Board to share with representative's peers and via social media
 - 1 reminder email was sent
- Survey was provided in English and Spanish
- Total of 3,141 respondents (18.4% response rate)

Fall 2020 Student Survey - Demographics

| Grade | N | % of Total |
|--------------|-------------|------------|
| 6 | 434 | 13.8% |
| 7 | 406 | 12.9% |
| 8 | 476 | 15.2% |
| 9 | 388 | 12.4% |
| 10 | 421 | 13.4% |
| 11 | 501 | 16.0% |
| 12 | 515 | 16.4% |
| Total | 3141 | - |

| Race/Ethnicity | N | % of Total |
|-------------------|-------------|------------|
| African American | 769 | 24.5% |
| American Indian | 48 | 1.5% |
| Asian | 183 | 5.8% |
| Hispanic | 392 | 12.5% |
| Two or more races | 105 | 3.3% |
| White | 1644 | 52.3% |
| Total | 3141 | - |

**To calculate demographics, MPS records were merged with the survey data using student ID or student email.*

**Because fewer than 10 respondents identified as “Native Hawaiian/Other Pacific Islander,” their race/ethnicity was re-coded as “Asian.”*

Student Focus Group Recruitment

Seventy-five middle and high school students signed up to participate in one hour focus groups on Distance Learning on Wednesday, November 4 and Thursday, November 5 from 4:30 - 5:30 PM; 32 attended.

Invitation was sent to all students who indicated on the survey that they were interested in participating in a focus group.

- Partnered with school-based Youth Voice Advisors to share with students
- Partnered with CityWide Student Leadership Board to share with representative's peers

It is important to note that focus group participants were not representative of the overall student population. Therefore, themes are presented if they emerged in both the survey and focus groups.

Student Focus Group Participants - Demographics

| Race/Ethnicity | N Registered | % of Total | N Participated | % of Total |
|------------------|--------------|------------|----------------|------------|
| African American | 18 | 24% | 1 | 3% |
| American Indian | 4 | 5% | 2 | 6% |
| Asian | 2 | 3% | 2 | 6% |
| Hispanic | 10 | 13% | 3 | 9% |
| White | 34 | 45% | 22 | 69% |
| Unknown | 7 | 9% | 2 | 6% |
| Total | 75 | - | 32 | - |

| Grade | N Registered | % of Total | N Participated | % of Total |
|--------------|--------------|------------|----------------|------------|
| 6 | 15 | 20% | 1 | 3% |
| 7 | 19 | 25% | 9 | 28% |
| 8 | 4 | 5% | 3 | 9% |
| 9 | 10 | 13% | 5 | 16% |
| 10 | 7 | 9% | 5 | 16% |
| 11 | 9 | 12% | 5 | 16% |
| 12 | 4 | 5% | 2 | 6% |
| Unknown | 7 | 9% | 2 | 6% |
| Total | 75 | - | 32 | - |

Findings: Student Experiences with Distance Learning

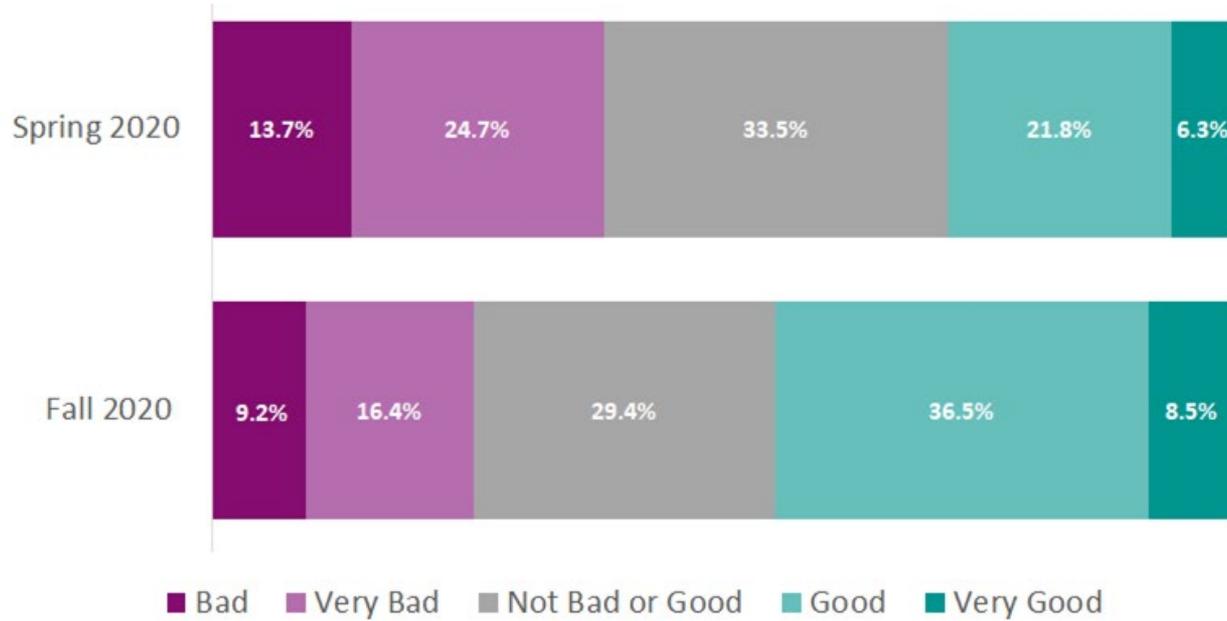
Student Perspective

“There are certain things about being at school and experiencing public school, being in a community, that you just can’t do online. That you can’t change. I appreciate you trying to do what you can. I feel like maybe right now is a hard time for everyone - have discussions about that and talk with teachers about that. We’re expected to be happy and try, but it’s important to communicate things you’re disappointed about - **being open that it’s ok to not be ok about what’s going on.**”

MPS Student - Focus Group

Student Survey: Overall Experiences with Distance Learning

28% of respondents indicated that their experience in **the spring** was “good” or “very good”, and 45% of respondents rated their experience **this fall** as “good” or “very good.”



Student Focus Groups: Overall Experiences with Distance Learning

Focus group participants were asked why the survey data suggests Distance Learning has improved this Fall. Common responses included:

- The schedule/more structure
- Teachers use technology more effectively
- Adjustment to Covid and its implications for students

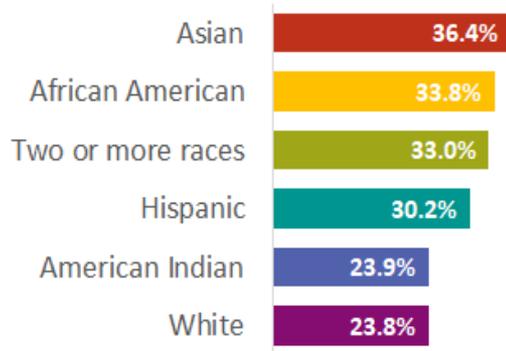
“This year you’re on the computer until school ends--like a regular school day except you’re not in the building. You have more of a routine and schedule.”

Middle School Student - Focus Group

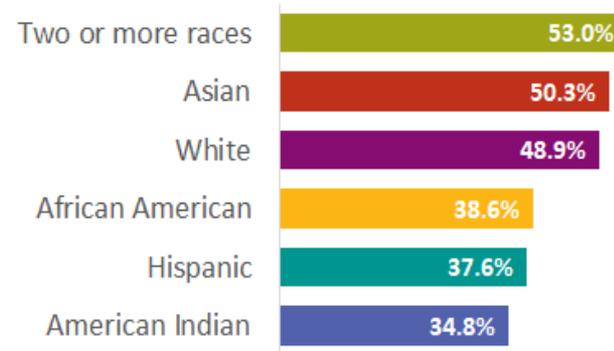
Student Survey: Overall Experiences by Race/Ethnicity

On average, respondents of all races/ethnicities reported that their experience with **Distance Learning this fall was better than it was in the spring**. Regarding student experiences this fall, African American, Hispanic, and American Indian respondents reported more negative experiences compared with white, Asian, and multiracial respondents.

Percentage ranking their experiences with Distance Learning in **the spring** as "good" or "very good"



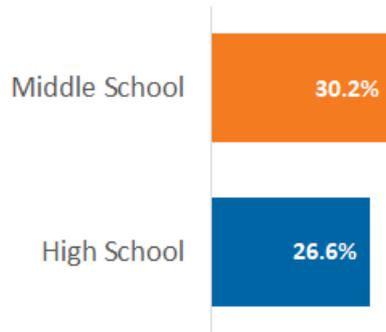
Percentage ranking their experiences with Distance Learning in **the fall** as "good" or "very good"



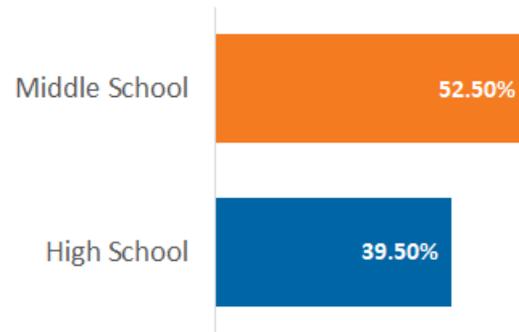
Student Survey: Overall Experiences by Grade Level

On average, both middle school and high school respondents reported that their **experience with Distance Learning this fall was better than it was in the spring**. Regarding student experiences this fall, **middle school students reported more positive experiences** compared with high school students.

Percentage ranking their experiences with Distance Learning in **the spring** as "good" or "very good"

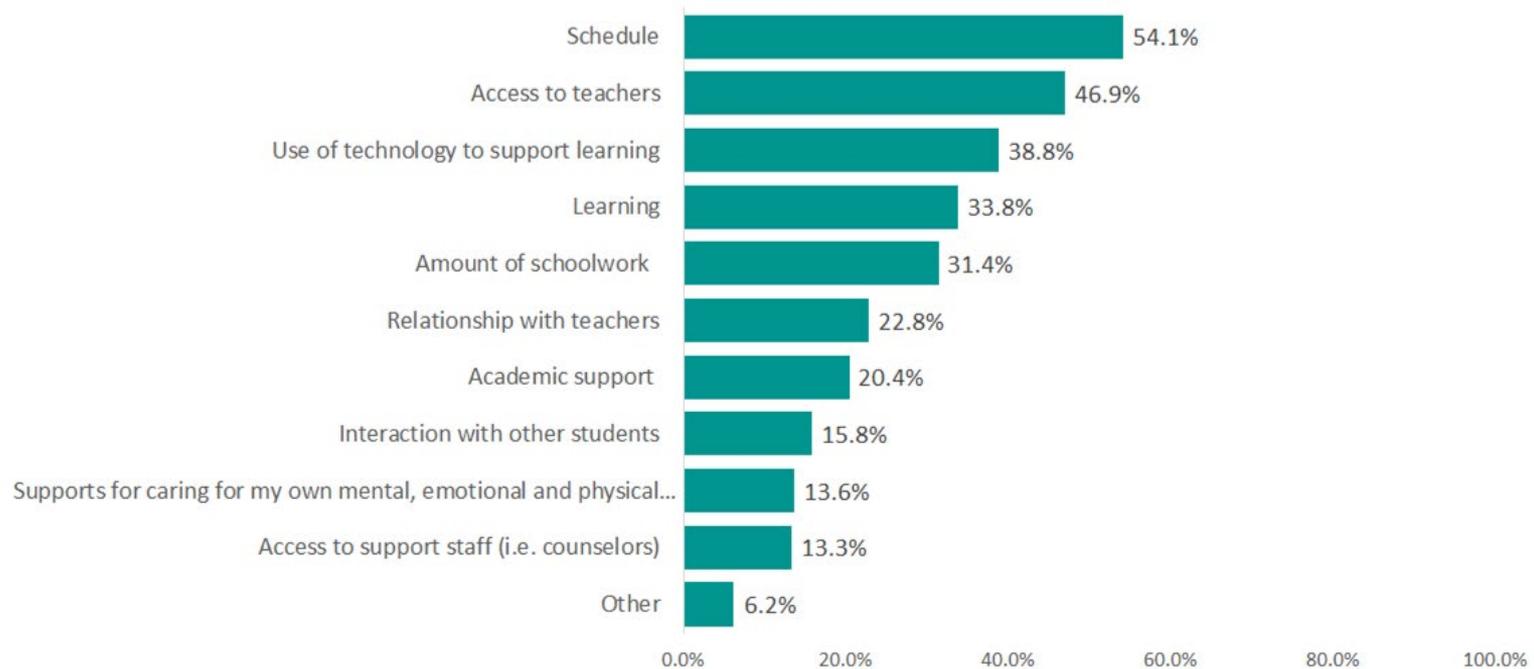


Percentage ranking their experiences with Distance Learning in **the fall** as "good" or "very good"



Student Survey: Distance Learning - What is Going Well

A majority of respondents said that the “Schedule” was going well, and 47% of respondents said that “Access to teachers” was going well.



Student Survey: Qualitative Themes for What is Going Well

Overall, students identified flexibility in their schedules as a positive factor in distance learning. This feeling was especially prevalent among students with an asynchronous day in their school week. Some students also attributed the flexibility in their schedule to better supporting their learning style, as it allows them to work at their own pace.

“Having **asynchronous Wednesdays** have made my schedule so much more bearable. Two hours for class is still a headache, but I'm getting better at it.”

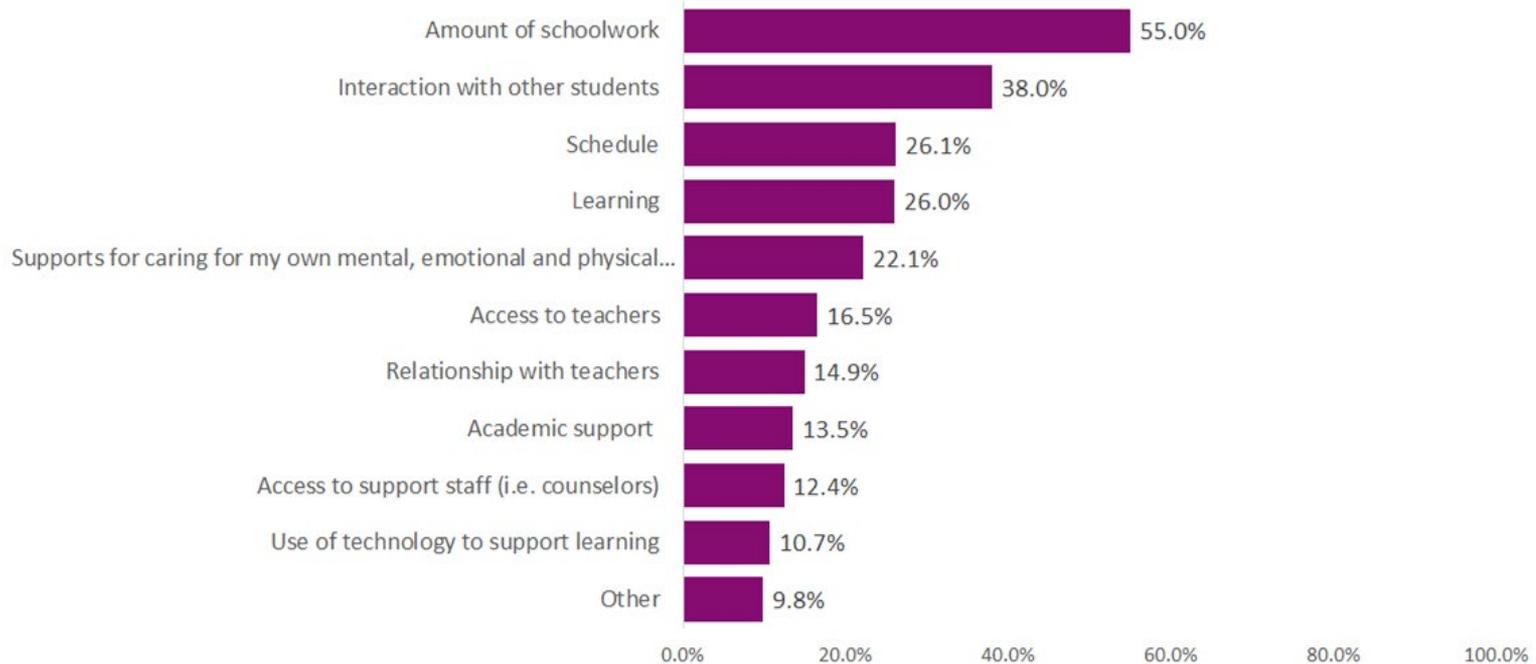
MPS Student - Survey

Additional themes included:

- Easier **access to some teachers through email and office hours** makes students feel they are supported academically. Access varies greatly by teacher, however.
- Students feel more engaged in their learning when teachers **creatively integrate technology** into their instruction.

Student Survey: Distance Learning - What Needs to Change

A majority of respondents said that the “Amount of schoolwork” needs to change, and 38% of respondents said that “Interaction with other students” needs to change.



Student Survey & Focus Groups: Qualitative Themes for What Needs to Change

The survey included open-ended questions about what students thought needed to change, and this was also explored in the student focus groups. The main themes that emerged from student comments were:

- Amount of schoolwork
- Interaction with other students
- Schedule
- Relevance of course content

Survey & Student Focus Groups: Amount of Schoolwork

Students feel overwhelmed by the amount of schoolwork they are asked to complete on a daily basis, and many of these students feel their workload is significantly more time consuming than it was when they were in person. This higher workload also contributes to more screen time for students.

- Students want their two hour block classes to **limit Google Meet to one hour** so there is more time to complete homework
- Adults need to adjust their expectations to the **current reality and stress** students are facing

“I end up having **no real time to have fun around school work** because the teachers are trying to make up for our different situation by **giving us more homework, which ends up just stressing everyone out.**” MPS Student - Survey

Survey & Student Focus Groups: Interaction with Other Students

Students find it challenging to bond with their peers and make new friends in distance learning.

- **Students feel isolated and disengaged** when other students keep their cameras off during class and in breakout rooms, but acknowledged the importance of student choice to turn on their cameras.
- **Student-only breakout rooms are not an effective strategy** for student-to-student engagement because there is a lack of participation. Students identified collaborative group projects as a better option for working with their peers.
- Students want **more opportunities to work and socialize with their friends**--many suggested allowing student-selected small groups.
- Some students shared teacher strategies to increase peer connections, such as use of Kahoots or icebreaker-type discussions.

Survey & Student Focus Groups: Interaction with Other Students

“I am personally a very social person and being around real people is what helps me get through this whole thing. I have had a real conversation with maybe two or three of my classmates that I didn't previously know and that is concerning, and not just for me. **The social piece of high school is arguably just as important as the actual learning.** I understand that it is a lot harder but I expected to actually get to know the people that I will be going to school with for the next four years.”

MPS Student - Survey

Survey & Student Focus Groups: Schedule

Students want to see more flexibility in their schedules, which will allow them to complete school work during the day, rather than after school hours.

- Similar to teachers, students are asking for an **asynchronous day**.
- Students find it **challenging to access teachers after the school day**, and identified more flexibility in their schedule as the solution to getting the support they need.
- The current Wednesday schedule of six one-hour classes is not effective or sustainable for students.

“It’s really challenging to focus on 6 periods a day while on the computer--it would be better to focus on 3 periods each day and have them all live. It would also be nice for teachers to have designated office hours at the end of each school day so we can ask questions.” MPS Student - Focus Group

Survey & Student Focus Groups: Access to Teachers

While some students find it easier to access their teachers in distance learning, others find this aspect of distance learning to be particularly challenging.

- Students find it difficult to access teachers after their classes in Google Meet.
- They need teachers to be more responsive via email, especially students who may not have family at home who can support their learning.
- Students want more one-to-one time with their teachers during the school day; many suggested teachers add more office hours to their schedule.

Survey & Student Focus Groups: Access to Teachers

“We tend to not have any days where we can talk with teachers one on one in real time (ie, on a call, face to face, instead of emailing or posting private comments on Google Classroom.) **I'd really like there to be a day for us to be able to work 1 on 1 with teachers, especially since its distance learning,** some learning materials tend to get muddled up during the translation from in-person schools and distance learning.” MPS Student - Survey

“I feel like once you get off the Google meet with a teacher this year and you have a question, **it takes a few hours to get a response so it's hard to get work done.**” MPS Student - Focus Group

Survey & Student Focus Groups: Other Changes

Other changes suggested by MPS students include:

- **More relevance to current events** (Black Lives Matter, Coronavirus, Election 2020)

“I just feel like a way that everyone would feel a lot more engaged is if we were able to take some time to talk about all the issues that are affecting us. We haven’t talked at all about BLM or the coronavirus...I feel like BLM is SO important and I feel like there’s ways that we can work that into education. We have an all-time high in covid cases and we can’t talk about that...” MPS Student - Focus Group

- **More opportunities for student input** on distance learning and other MPS decisions

“I know everyone has their own qualms with student voice in MPS, but I think it would be good for more students to share their experiences.” MPS Student - Focus Group

Student Survey: Additional Information on Distance Learning

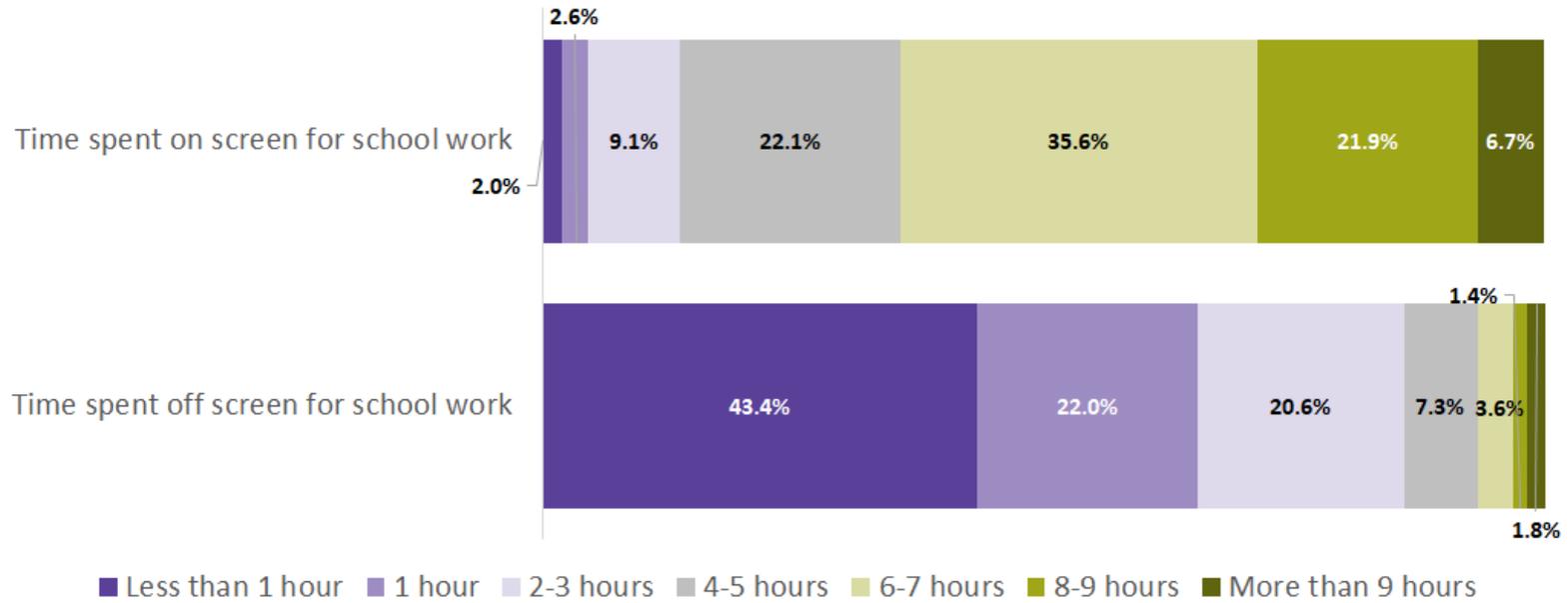
Student Survey: Additional Information on Distance Learning

The student survey also asked respondents to indicate:

- How much time they were spending on and off screens for their school work
- Whether they felt like they had an adult at their school that they could check in with every day

Student Survey: Time Spent On and Off Screens

When asked how many hours each day respondents are spending on a screen for school work, the most common answer was “6-7 hours.” For amount of time off screen, the most common answer was “Less than 1 hour.”



Student Screen Time: Qualitative Findings

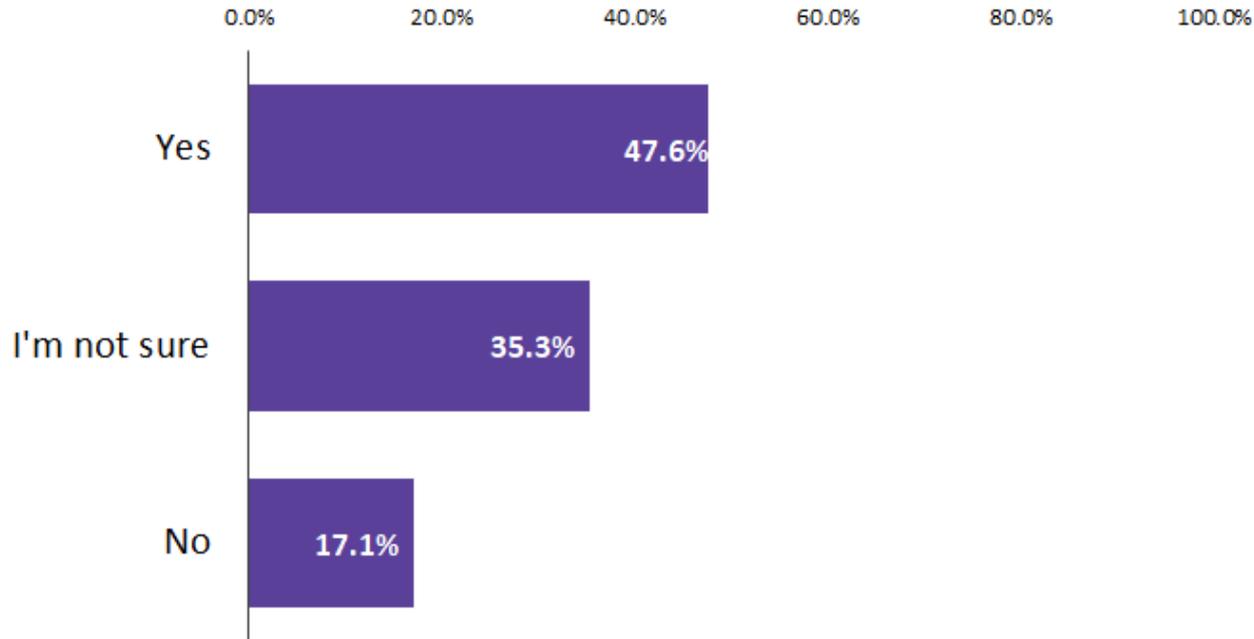
Overall, students feel they are **spending too much time on the computer during and after the school day** and would like more avenues for learning away from the computer. Students who identified schedule and workload as elements of distance learning that need to change frequently cited screen time as a driving factor for that change.

“I do not think this schedule is healthy for us students. AND all of our homework is online. So I am spending a lot of time on screens. Also the only way to connect with some friends outside of school time is online. **So basically me, and I know a lot of students, are spending the whole day online.**” MPS Student - Survey

“We have a lot more screen time [this fall] and **it’s a lot harder for people to stay on task** because it’s Google meet after Google meet.” MPS Student - Focus Group

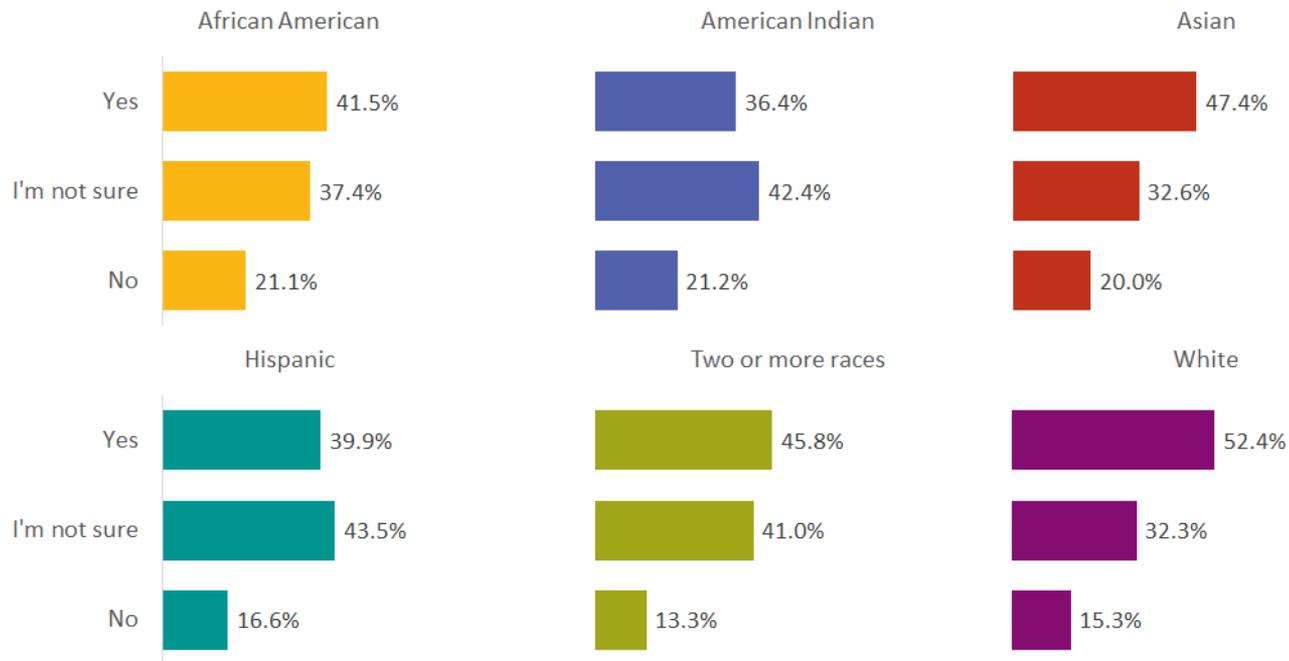
Student Survey: Adult to Check in With

When asked whether they had an adult at their school that they could check in with every day, 48% of respondents indicated that they did and 35% said they were not sure.



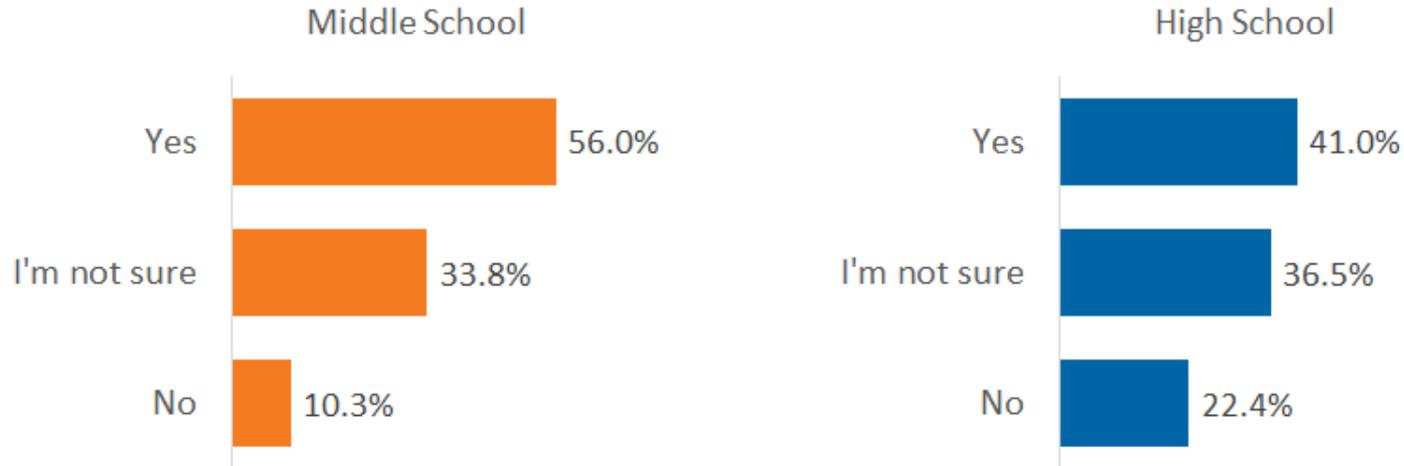
Student Survey: Adult to Check in With by Race & Ethnicity

White respondents were slightly more likely to say that they have an adult at their school that they can check in with every day.



Student Survey: Adult to Check in With by Grade

Middle school respondents were more likely to say that they have an adult at their school that they can check in with every day compared with high school respondents.



Staff Survey: Preferences for Phase 3

Staff Survey: Preferences for Phase 3

- Staff respondents were asked to indicate their willingness to work in-person with students during Phase 3, provided that health and safety guidelines are met.
- For respondents who said they were unsure, there was a follow-up open-ended question asking what they needed to know in order to make their decision.

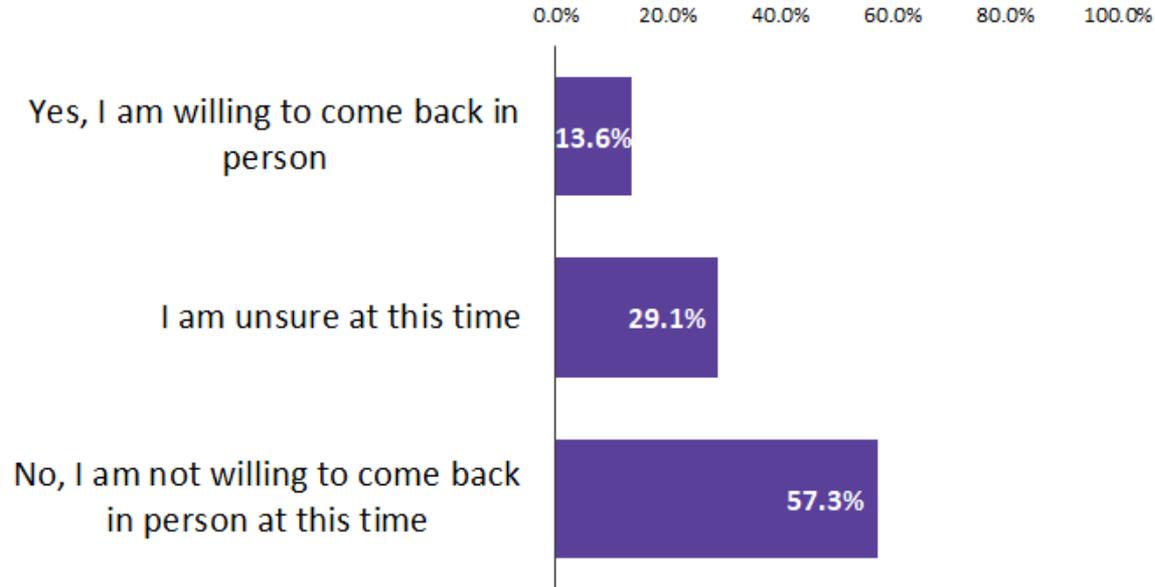
Staff Survey: Formal Discussions with Union Leadership

Throughout the survey's open-ended questions, staff repeatedly stated their expectations for the District to have formal discussions with union representation to agree upon clear, written expectations and plans that protect the safety of staff and students.

“...We are, as everyone keeps saying ‘in unprecedented times,’ and with that we need language to provide us with protections to guarantee us a safe work environment. Out of respect for myself and for our students we deserve transparency and to be part of these decisions.” MPS Staff Member

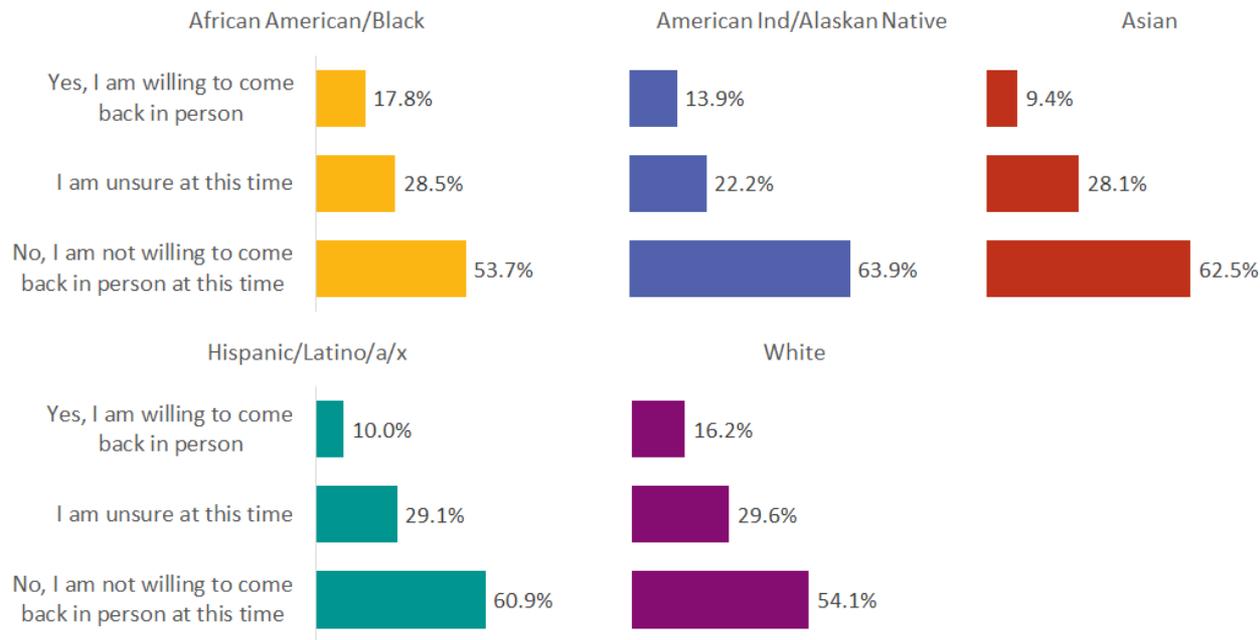
Staff Survey: Preferences for Phase 3

Nearly 60% of respondents said they were not willing to work in-person during Phase 3, and nearly 30% said they were unsure.



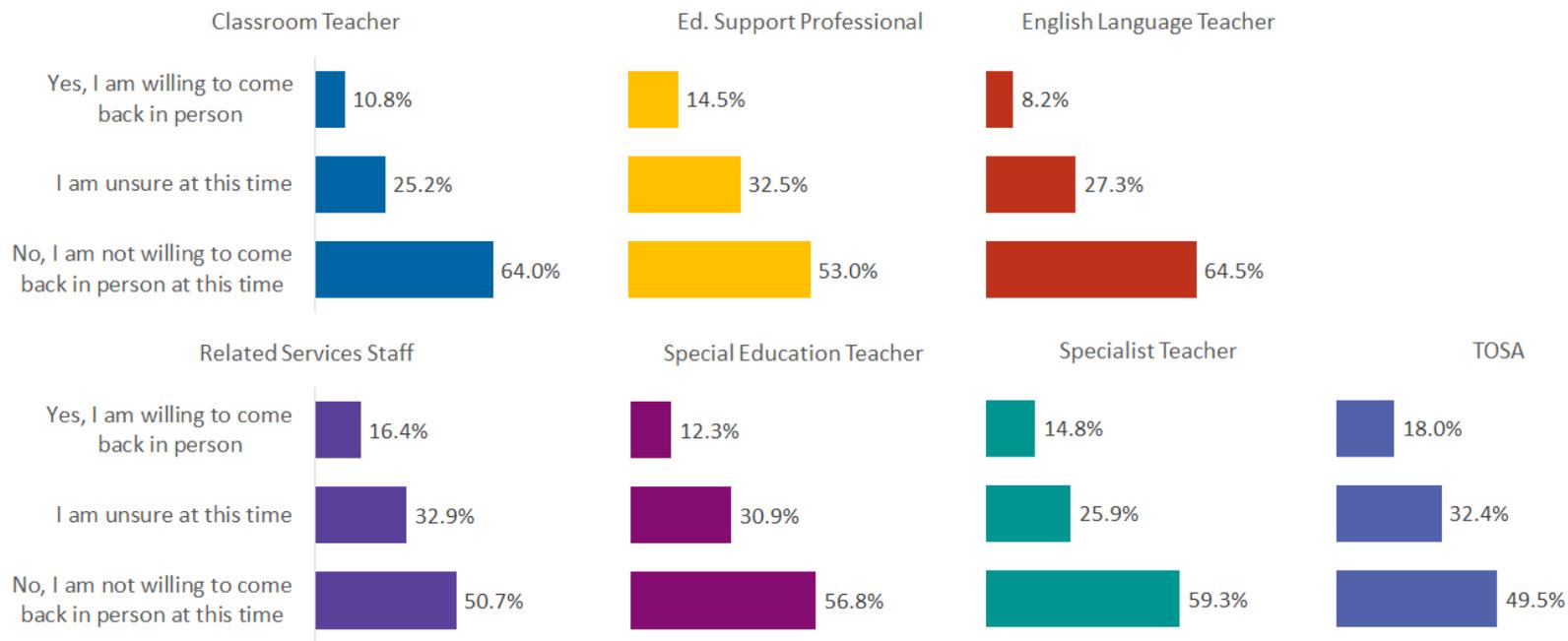
Staff Survey: Preferences for Phase 3 by Race/Ethnicity

While preferences by race did not vary greatly, **African American/Black and white respondents were more likely to say that they were willing to come back in person.**



Staff Survey: Preferences for Phase 3 by Role

On average, Classroom teachers and English Language Teachers were **less willing** to come back in person.



Staff Survey: Phase 3 - Additional Themes

Through coding of the open-ended responses in this section of the survey, REA staff identified the following additional, often interconnected themes:

- Science & Safety (e.g. Covid Case Rates)
- Transparency
- Preparedness (including Protocols & Plans and Equipment & Space)
- Staff Voice & Choice
- Workload & Expectations
- Student Needs

Staff Survey: Science & Safety

Many staff do not think MPS should move into Phase 3 at this time given the current state of the Covid-19 pandemic in Minnesota

- Staff urge the District to make decisions based on data rather than politics
- Many staff expressed equity concerns, and the need to consider higher risk populations

“COVID cases are at a record-high. Why would we continue to move forward with in-person learning? Most families of color are saying they would not participate in in-person learning because of their increased risk of complications with COVID. Who are you really listening to in this push?” MPS Staff Member

Staff Survey: Transparency

- MPS staff respondents appear to have very little information about the District's plans for Phase 3 and the majority asked for **clarity related to MPS plans** and the need for **improved communication**.
- Many respondents outlined numerous specific questions about the District's plan, which conveys a lack of clear understanding; the content of those questions are presented in the Preparedness and Workload & Expectations slides
- Additionally, some staff commented on the timing of **Return to Work notices** that went out in October and the negative impact of that communication on staff members' sense of trust and general attitudes about Phase 3

Staff Survey: Preparedness

There are two overarching categories of staff questions and concerns related to MPS' preparedness to move into Phase 3: **Protocols & Plans** and **Equipment & Space**

Protocols & Plans

- Many staff emphasized a need to feel confident in the “safety measures” in place
- Many staff wanted details on specific scenarios, i.e. what happens if a student tests positive for Covid-19, what happens if a teacher needs to quarantine due to exposure to Covid-19, etc.?
- Staff wanted more details on enforcement and accountability, especially related to student behavior, social distancing, and mask wearing
- Many staff expressed the need for non-contact time for their own planning prior to a change in Phase
- Staff also questioned the availability of funding to support these efforts

Staff Survey: Preparedness Continued

There are two overarching categories of staff questions and concerns related to MPS' preparedness to move into Phase 3: Protocols & Plans and **Equipment & Space**

Equipment & Space

- Many staff raised concerns about ventilation and windows
- Many staff wanted to know if the district would provide them with Personal Protective Equipment (PPE)
- Other questions related to sanitization and cleaning, such as how often and which staff would be responsible for these tasks

Staff Survey: Staff Voice & Choice

In addition to the prevalent theme related to partnership with the Union, staff expressed their need for a “seat at the table” as decisions are being made that affect them, their families, and their students.

- Many staff shared their **individual situations** that affect their ability to return to in-person learning, such as supporting their own children during Distance Learning, taking care of elderly and/or at-risk family members, and their own medical risks
- As such, staff conveyed the need for returning to in-person learning during Phase 3 to be an **individual choice**, but expressed concerns about this without written agreements and protections

Staff Survey: Workload & Expectations

Staff used this survey as an opportunity to ask questions and raise concerns about MPS plans for Phase 3:

- The most frequent topic shared was the **dual role of supporting Distance and In-Person learning**; the majority of staff suggested this would be far too time consuming
- Many staff were concerned about the **additional responsibilities** (e.g. cleaning, enforcing CDC recommendations) negatively affecting their ability to perform their regular duties
- Some staff wanted to know more about **where** Phase 3 supports would be offered (e.g. would staff work in their own building, would staff work with their own students, etc.)
- Some staff wanted to know more about plans related to their **specific role**, including Special Education staff, staff who work in multiple MPS buildings, etc.

Staff Survey: Workload & Expectations Theme

“What school and my job would look like. As a school psychologist, I am not sure how many students I would be asked to test or work with, what testing conditions would look like or how workload would be shared among staff who can and cannot return to in-person?” MPS Staff Member

Staff Survey: Student Needs

Respondents to this survey expressed opinions about what approach is best for MPS students: many emphasized the importance of remaining in Distance Learning, while some expressed that students need to return to in-person learning

- Many staff asked MPS to focus on **continuous improvement of the Distance Learning** model (with suggestions presented throughout this report)
- Many staff were concerned about the potential **disruption** of moving forward in phases only to return to Distance Learning, with particular concerns about this disruption in routine for students who receive Special Education services
- Staff emphasized the need to continue to provide a **Distance Learning option** for all students and families this year, regardless of Phases

Staff Survey: Student Needs Theme

“Students and families of color are at more risk from COVID. I understand that some special ed students and struggling students need to return, but for students who have proven that they can be successful during distance learning (and there are a lot), I wish that we could continue distance learning for as many kids as possible.” MPS Staff Member

SECTION 1: **REPEAL** “Policy 3120: Budget Preparation” of the Minneapolis Public Schools Policies & Regulations is hereby *repealed* as follows:

REPEAL

~~Policy 3120: Budget Preparation (Repealed)~~

~~The goal of the budget preparation process is to design a budget that meets the education goals established by the Board of Education within parameters of the financial resources available. In order to accomplish this goal, it will be necessary for the individual program managers to focus on the identification, quantification, and initial prioritization of their program's needs. The annual budget preparation should be compatible with the long-range goals of the school district.~~

~~The Associate Superintendent for Finance and Operations and the Director of Finance shall accumulate all budget requests and submit a tentative annual budget document for the School District to the Cabinet for approval. The Superintendent shall then present the administration's balanced budget to the Board for approval by June 30th of each year.~~

~~**Original Adoption:**~~

~~04/25/1967~~

~~**Revised Dates:**~~

~~11/09/1971, 10/09/1973, 10/30/1990~~

~~**Legal Reference:**~~

- ~~● M.S.121.908 Subd.3a~~

SECTION 2: **REPEAL** “Policy 3125: Budget Preparation” of the Minneapolis Public Schools Policies & Regulations is hereby *repealed* as follows:

REPEAL

~~Policy 3125: Budget Preparation (Repealed)~~

~~The operating budget will describe the major goals to be achieved, and the services and programs to be delivered for the level of funding provided.~~

Original Adoption:
10/30/1990

SECTION 3: **REPEAL** “Policy 3128: Performance Indicators” of the Minneapolis Public Schools Policies & Regulations is hereby *repealed* as follows:

REPEAL

~~Policy 3128: Performance Indicators (Repealed)~~

~~Where possible, the Minneapolis Public Schools will integrate performance measurement and productivity indicators with the budget.~~

Original Adoption:
10/30/1990

SECTION 4: **REPEAL** “Policy 3430: Periodic Financial Reports” of the Minneapolis Public Schools Policies & Regulations is hereby *repealed* as follows:

REPEAL

~~Policy 3430: Periodic Financial Reports (Repealed)~~

~~Regular monthly and annual financial reports will present a summary of financial activity by major types of funds. Monthly financial reports will be presented to the Board of Education Finance Committee. The Comprehensive Financial Report will be presented through the Finance Committee to the Board of Education.~~

Original Adoption:
04/25/1967

Revision Dates:
11/9/71, 10/9/73, 10/30/90

SECTION 5: **REPEAL** “Policy 3135: Budget Review, Adoption, Publication” of the Minneapolis Public Schools Policies & Regulations is hereby *repealed* as follows:

REPEAL

~~Policy 3135: Budget Review, Adoption, Publication (Repealed)~~

~~The organization and content of the budget shall be presented to the Board of Education by the Superintendent of Schools, assisted by staff, before it is official for public review. The Superintendent of Schools may call for a public review of the tentative budget document which shall be scheduled in as many locations of the district as practical and at a date(s) to allow for public reaction in accordance with any legal requirements. The tentative budget document shall be approved by the Board by the date set in State statute and be published and distributed to all interested parties.~~

~~**Original Adoption:**
04/25/1967~~

SECTION 6: **REPEAL** “Policy 3145: Budget As A Spending Plan” of the Minneapolis Public Schools Policies & Regulations is hereby *repealed* as follows:

REPEAL

~~Policy 3145: Budget As A Spending Plan (Repealed)~~

~~The Superintendent of Schools shall have power to approve and direct expenditures in accordance with the budget.~~

~~**Original Adoption:**
04/25/1967~~

SECTION 7: **REPEAL** “Policy 3150: Budget Reports” of the Minneapolis Public Schools Policies & Regulations is hereby *repealed* as follows:

REPEAL

~~Policy 3150: Budget Reports (Repealed)~~

~~The Minneapolis Public Schools' administration will prepare regular monthly reports comparing actual revenues and expenditures to the budgeted amount.~~

Original Adoption:

~~04/25/1967~~

SECTION 8: **REPEAL** “Policy 3160: Current Expenditures” of the Minneapolis Public Schools Policies & Regulations is hereby *repealed* as follows:

REPEAL

~~Policy 3160: Current Expenditures (Repealed)~~

~~The Minneapolis Public Schools and each school and department within will pay for all current expenditures with current revenues.~~

Original Adoption:

~~10/30/1990~~

SECTION 9: **REPEAL** “Policy 3195: Revenue Projections” of the Minneapolis Public Schools Policies & Regulations is hereby *repealed* as follows:

REPEAL

~~Policy 3195: Revenue Projections (Repealed)~~

~~The Minneapolis Public Schools will estimate its revenues by an objective analytical process. The Director of Finance, under the supervision of the Associate Superintendent for Finance and Operations, will project revenue for the next three years and update this projection annually. Each existing and potential revenue source will be reexamined annually.~~

Original Adoption:

~~10/30/1990~~

SECTION 10: **AMENDMENT** “Policy 3005: Budget” of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

AMENDMENT

Policy 3005: Budget

~~The Board of Education recognizes the importance of providing an educational environment that maximizes each child's opportunity to learn. Business matters and other non-instructional business operations of the district must be constantly assessed to determine how well they enhance the instructional program. The administrators of the district shall be responsible for the continuous evaluation of the business operations. New policies and procedures shall be recommended by the Superintendent to the Board whenever needed as long as they are in keeping with the laws of the state and the principles of fiscal responsibility.~~

1. PURPOSE

The purpose of this policy is to establish parameters to ensure the School District's revenue and expenditure budgets are in accordance with the applicable provisions of law.

2. GENERAL STATEMENT OF POLICY

The School District's budget expresses how the School Board's values, goals, and priorities will be implemented within given financial and legal parameters. The budget also shows how public resources are responsibly and strategically used to advance the District's mission and vision.

3. PREPARATION

- a. The Superintendent or designee shall each year prepare preliminary revenue and expenditure budgets for review by the School Board's Finance Committee. The preliminary budgets shall be accompanied by such written commentary as may be necessary for them to be clearly understood by the members of the School Board and the public.
- b. Where possible, performance measurement and productivity indicators will be integrated within the budget.

4. ADOPTION

- a. Prior to July 1 of each year, the School Board shall approve and adopt its initial revenue and expenditure budgets for the next school year. The adopted expenditure budget document shall be considered the School Board's expenditure authorization for that school year.

5. PUBLICATION

- a. Each year, the School District shall publish its adopted revenue and expenditure budgets for the current year, the actual revenues, expenditures, and fund balances for the prior year, and the projected fund balances for the current year in the form prescribed by the Commissioner within one week of the acceptance of the final audit by the School Board, or November 30, whichever is earlier.
- b. A statement shall be included in the publication that the complete budget in detail may be inspected by any resident of the School District upon request to the Superintendent.

6. MODIFICATION

- a. If revisions or modifications in the adopted expenditure budget are determined

to be advisable by the administration, the Superintendent shall recommend the proposed changes to the School Board. The proposed changes shall be accompanied by sufficient and appropriate background information on the revenue and policy issues involved to allow the School Board to make an informed decision.

b. If sufficient funds are not included in the expenditure budget in a particular fund to allow the proposed expenditure, funds for this purpose may not be expended from that fund prior to the adoption of an expenditure budget amendment by the school board to authorize that expenditure for that school year. An amended expenditure shall not exceed the projected revenues available for that purpose in that fund.

c. The School District's revenue budget shall be amended from time to time during a fiscal year to reflect updated or revised revenue estimates. The Superintendent shall make recommendations to the School Board for appropriate revisions. If necessary, the School Board shall also make necessary revisions in the expenditure budget if it appears that expenditures would otherwise exceed revenues and fund balances in a fund.

7. REPORTING

a. The Superintendent or designee shall prepare regular monthly reports comparing actual revenues and expenditures to the budgeted amount.

b. The School District shall make such reports to the Commissioner as required relating to initial allocations of revenue, reallocations of revenue, and expenditures of funds.

8. PROJECTIONS

a. The School District will estimate its revenues by an objective analytical process and will project revenue for the next three years and update this projection annually. Each existing and potential revenue source will be reexamined annually.

b. Each year, the district will update expenditure projections for its Internal Services Funds for the next three years.

9. RESPONSIBILITY AND AUTHORIZATION

a. The School Board places the responsibility for administering the adopted budget with the Superintendent. The Superintendent may delegate duties related thereto to other officials, but maintains the ultimate responsibility for this function.

b. The Superintendent shall have power to approve and direct expenditures in accordance with the budget.

Original Adoption:

04/25/1967 (as Policy 3000)

Revised Dates:

10/9/1973, 02/26/1991

Minneapolis Public Schools

List A: All Employees: Tuesday, November 10, 2020

Hiring - Licensed

| | | | |
|--------------------|----------------------------|----------------------------------|------------|
| Andrew Arlt | Southwest High | Teacher, Science | 9/16/2020 |
| Jordan Castleberry | Teaching & Learning | Teacher, TOSA General | 8/16/2020 |
| Margaret Ewing | Heritage Academy | Teacher, Math | 9/14/2020 |
| Emily Heuschele | Teaching & Learning | Teacher, TOSA General | 8/16/2020 |
| Danielle Legault | ABE Hourly | Teacher, Adult Basic Ed (Hourly) | 10/19/2020 |
| Angela Oleszko | Folwell Performing Arts | Teacher, Special Education | 10/19/2020 |
| Jill Wilkerson | Folwell Performing Arts | Teacher, Special Education | 10/26/2020 |
| Meng Xiong | Teaching & Learning | Teacher, World Languages (Hmong) | 10/8/2020 |
| Eric Zheng | Wellstone Intl High School | Teacher, Science | 10/29/2020 |

Hiring - Non Licensed

| | | | |
|------------------------|-------------------------------------|--|------------|
| Kadra Abdi | District Communications Center | District Communication Ctr Specialist | 10/6/2020 |
| Asmaa Ahmed | AVID Tutors | AVID Assistant | 10/21/2020 |
| Jodaiza Burroughs | Anne Sullivan | Special Education Assistant | 11/3/2020 |
| Joseph Cunningham | Cityview | Associate Educator | 10/27/2020 |
| Augusta Dexheimer | AVID Tutors | AVID Assistant | 10/20/2020 |
| Elsa Dornick | Minneapolis Kids | Child Care Assistant | 10/20/2020 |
| Ariel Gittens | Youth & Adult Enrichment | Program Specialist, Community Education | 11/3/2020 |
| Shaniya Jackson-Haynes | CWS, Production | CWS Production Assistant | 10/29/2020 |
| Christina Johnson | Construction Planning Group B | Project Manager, Planning & Construction | 10/6/2020 |
| Penny Jones | Engagement & External Relations | Engagement, Education & Outreach Spec. | 10/20/2020 |
| Garrett Kadrie | Human Resources Information Systems | Human Resources Information Specialist | 10/20/2020 |

Minneapolis Public Schools

List A: All Employees: Tuesday, November 10, 2020

Hiring - Non Licensed

| | | | |
|-----------------------|-------------------------------|--|------------|
| John Kittelson | Grounds | Grounds Equipment Operator | 10/6/2020 |
| Sue Mansfeldt | Design & Training | Systems Administrator, Human Resources | 10/20/2020 |
| Julia Messina | Teaching & Learning | Family & Community Liaison (ESP) | 11/3/2020 |
| Murwo Mohamed | AVID Tutors | AVID Assistant | 10/21/2020 |
| Annapoorani Nagarajan | CWS, Culinary Operations | Coordinator, Food Safety & Quality Assur | 10/20/2020 |
| Christopher Oquist | Sanford Middle School | Associate Educator | 10/20/2020 |
| Jessica Pavelka | Construction Planning Group A | Project Manager, Planning & Construction | 10/20/2020 |
| Annette Perry | Folwell Performing Arts | Special Education Assistant | 11/3/2020 |
| Markell Pete | Folwell Performing Arts | Associate Educator | 10/6/2020 |
| Laura Phongsavath | Minneapolis Kids | Program Coordinator, Minneapolis Kids | 10/20/2020 |
| Katie Platt | Bryn Mawr Primary | Special Education Assistant | 10/27/2020 |
| Lianna Sanders | Minneapolis Kids | Program Coordinator, Minneapolis Kids | 10/20/2020 |
| Thompson Seley | Transition Plus | Special Education Assistant | 11/2/2020 |
| Emily Sheets | Northeast Middle School | Special Education Assistant | 10/27/2020 |
| Antony Smith | Northeast Middle School | Special Education Assistant | 10/20/2020 |
| Matthew Stover | FAIR Senior | Special Education Assistant | 11/3/2020 |
| Ryan Stremke | Transportation | Manager, Transportation IT Operations | 10/20/2020 |
| Rebecca Thomas | Washburn High | Special Education Assistant | 10/19/2020 |
| Clover Thompson | Bryn Mawr Primary | Special Education Assistant | 10/19/2020 |
| Jacqueline Velez | Justice Page School | Office Assistant | 10/27/2020 |
| Sheryl Wallace-Holman | River Bend | Special Education Assistant | 11/4/2020 |

Minneapolis Public Schools

List A: All Employees: Tuesday, November 10, 2020

Hiring - Non Licensed

| | | | |
|------------------|--------------------|-----------------------------|------------|
| Wesley Whitfield | River Bend | Special Education Assistant | 10/27/2020 |
| Xue Xiong | Talent Acquisition | Human Resources Consultant | 11/3/2020 |

Discharges

Licensed

Non-Licensed

CWS Production Assistant 11-02-2020 2020-11-ER-4236

Probationary Separations

Licensed

Licensed, Staff Reduction

Non-Licensed

Child Care Assistant 11-01-2020 2020-11-ER-4263
School Success Program Assistant 11-09-2020 2020-11-ER-4273

Non-Licensed, Staff Reduction

Layoffs

Licensed

Non-Licensed

Administrative Contract Non-Renewals

Allied Blacktop Company
 10503 - 89th Avenue North
 Maple Grove, MN 55369
www.alliedblacktopmn.com

Phone: 763.425.0575
 Fax: 763.424.6791
 Cell: 612-834-0186
 Email: Aaron@alliedblacktopmn.com

Proposal

Company Name: Minneapolis Schools
 Billing Address: 1250 West Broadway Ave
 Minneapolis, MN 55441
 Contact Person: Ann Cerney

Date: October 13, 2020

Phone: 612-668-0013 Cell: 612-685-3048 Email: ann.verney@mpls.k12.mn.us
 Project Address: Washburn, Wilder Complex, Transportation Center

We hereby submit specifications and quotations for the following:

| Description of Work to be Performed | Unit | Qty. | Price | INT |
|--|------|------|------------|-------|
| Patching (Drop and Roll/ Skim): No Warranty on Drop and Roll Patching. Place asphalt in pothole area. Compact. | TON | 5 | \$3,287.00 | _____ |

Exclusions: Bonds, permits, fees, surveying, engineering, testing, rail road insurance, special insurance, site specific training for employees, landscaping, irrigation, watering of sod, soil corrections, dewatering, traffic control, utility or structural sheeting, shoring, underpinning, buried debris, rock excavation, class V base materials, drain tile, footing insulation or waterproofing, separation fabrics, vapor barriers, drainage layers, hazardous materials, removal of contaminated soils, haul road construction, erosion control, site restoration, gas, mechanical, or electrical excavation, site fencing, locating private utilities, private utility repairs, winter or cold weather conditions, night or weekend work, winter conditions.

Note: See Allied Blacktop Company Warranty Terms, Qualifications, and Construction Specifications.

We propose to furnish material and labor, complete in accordance with the above specifications, for the total lump sum of:

| | |
|-----------------------------|-------------------|
| TOTAL ALL: | \$3,287.00 |
| ADD 1% Bonding if Necessary | |

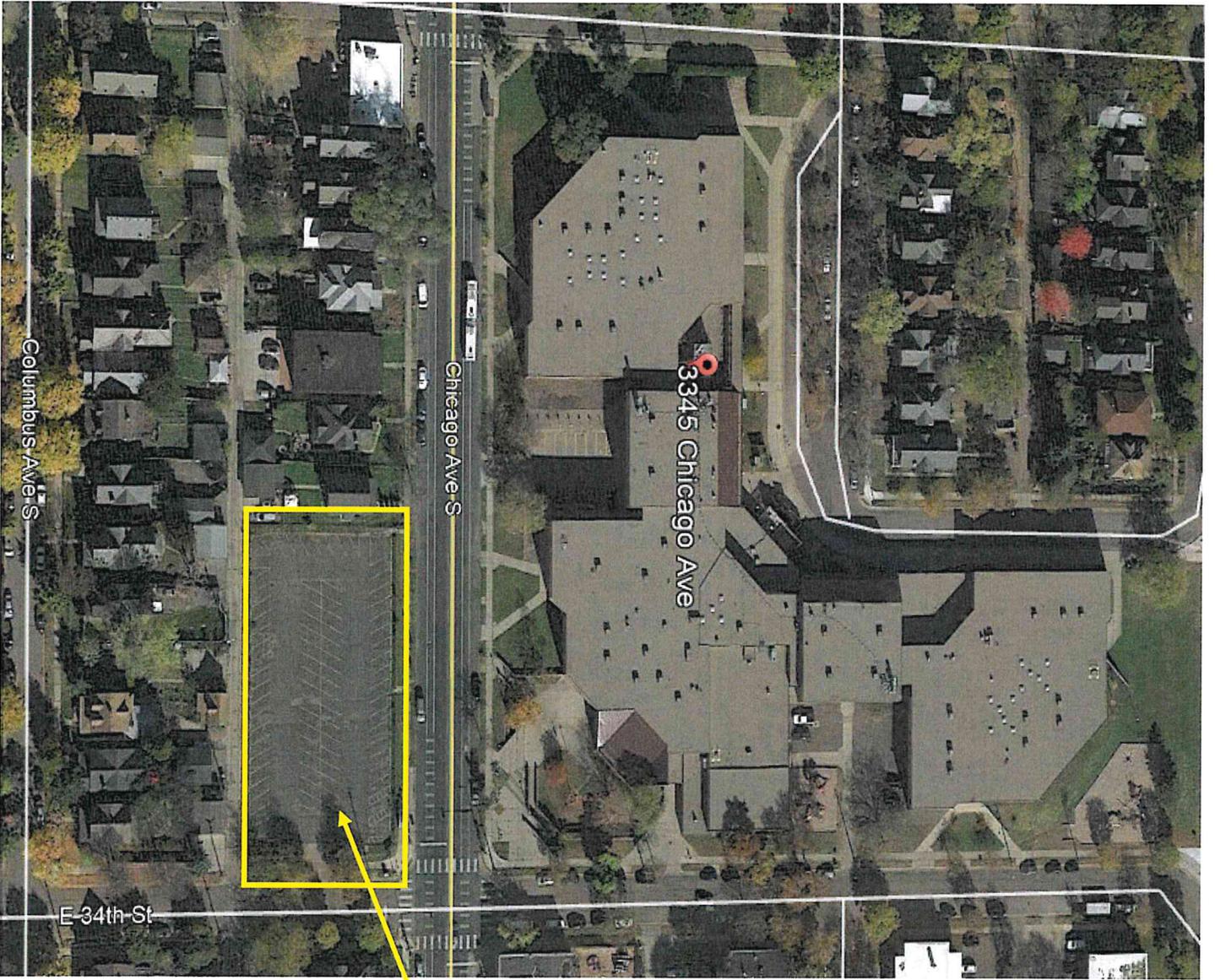
Payment terms are net 30 days. Payment terms for chip seal applications are 90% due net 30 days, balance due upon completion of sweeping.
 Note: This proposal may be withdrawn if not accepted within 15 days. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, weather or other delays beyond our control.
 Allied Blacktop Company to carry proper insurance including Workers Compensation.

Authorized Signature: _____
Aaron M. Philipson

Acceptance of Proposal: The above prices, specifications, conditions, and attached warranty qualifications are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____ Signature: _____

"(a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.
 (b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE."



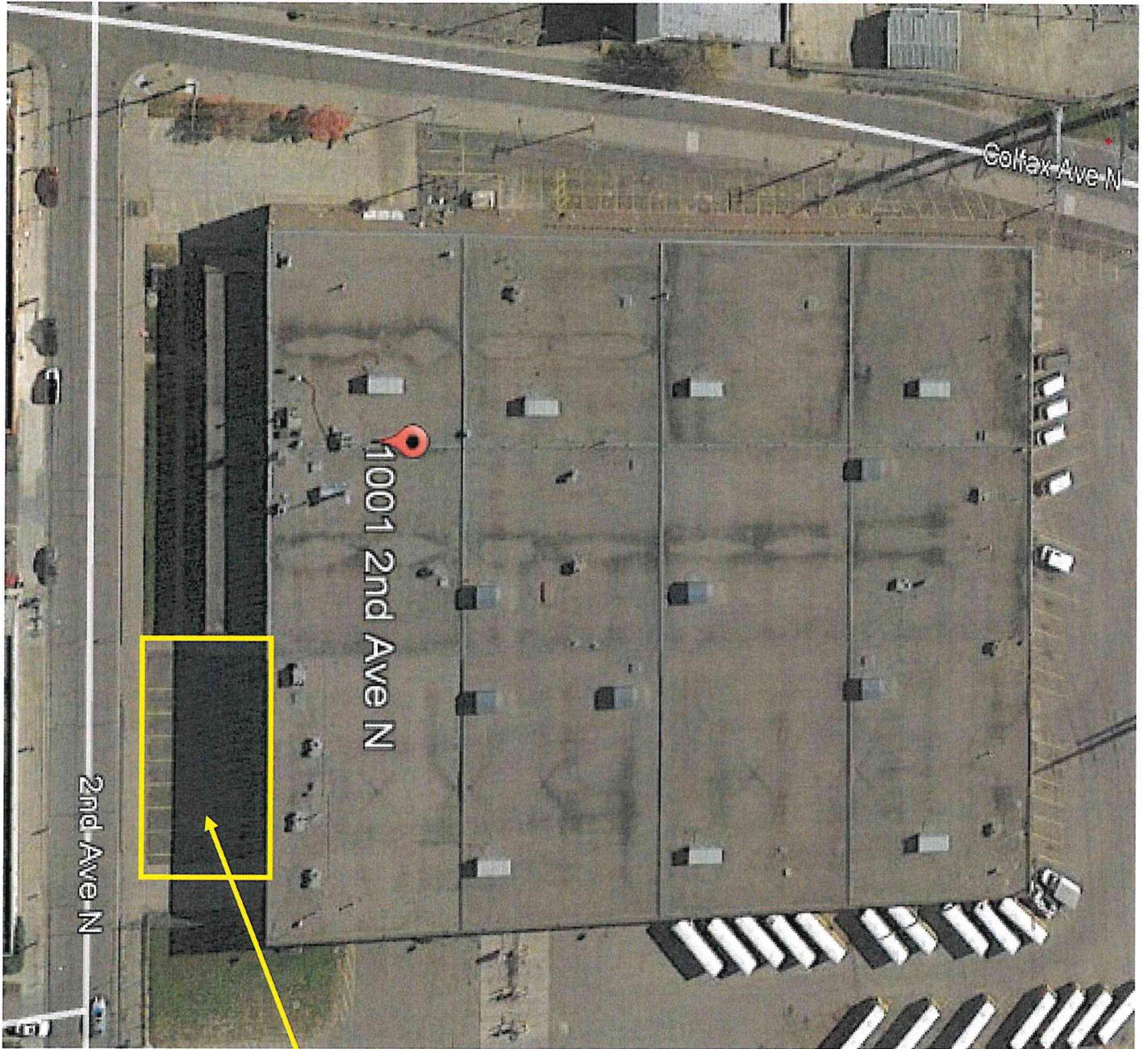
Misc. Drop & Roll
Patching Areas.



Wilder Complex
3345 Chicago Ave
Minneapolis, MN 55407

By: Aaron M. Philipson – 612-834-0186
Aaron@alliedblacktopmn.com

Minneapolis Schools



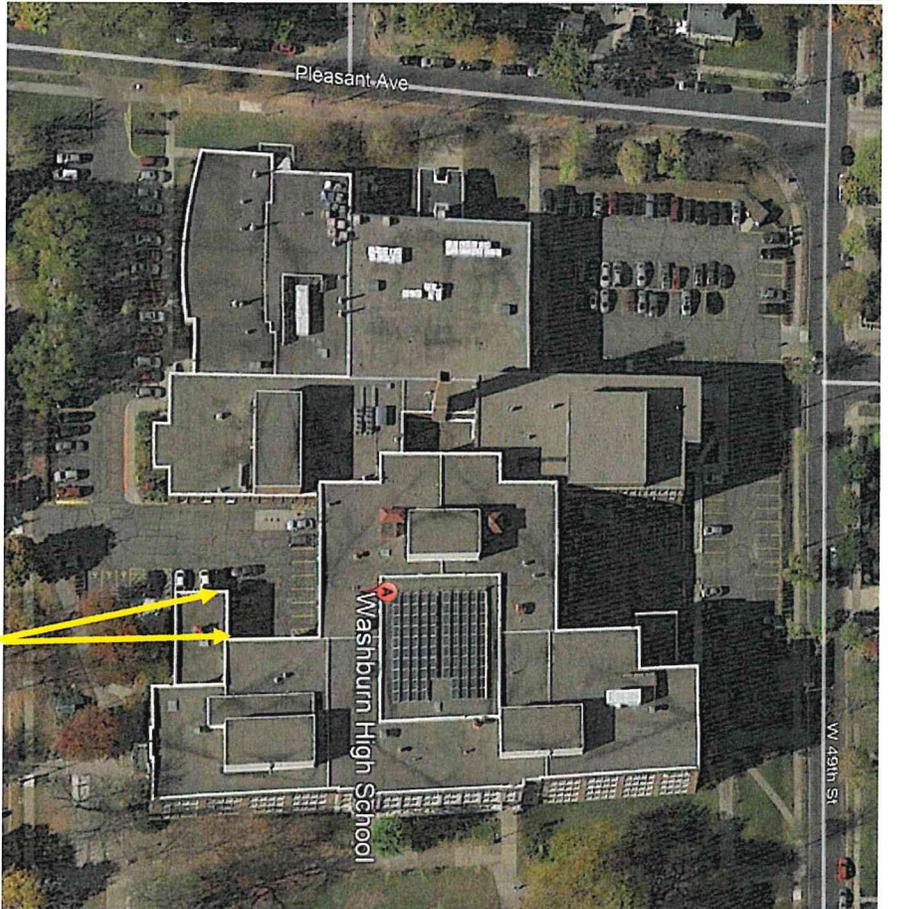
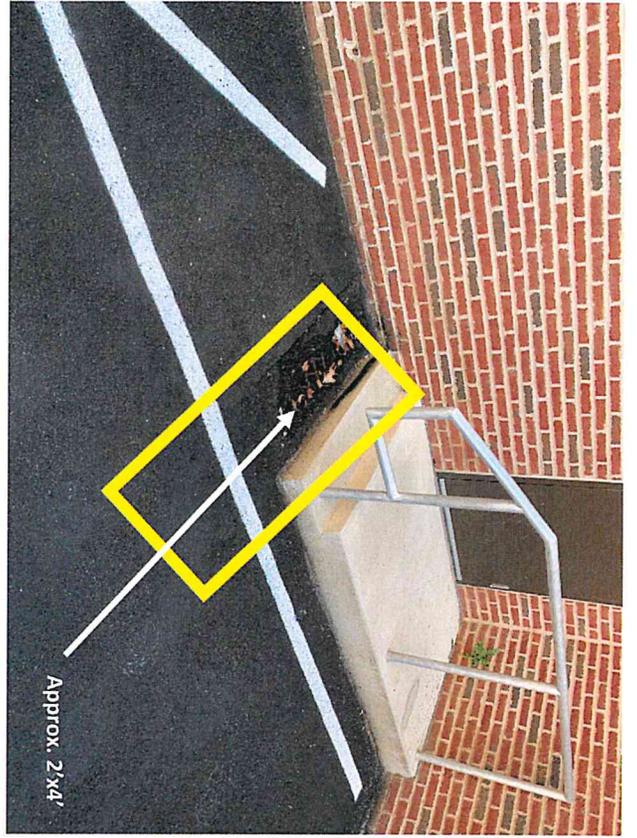
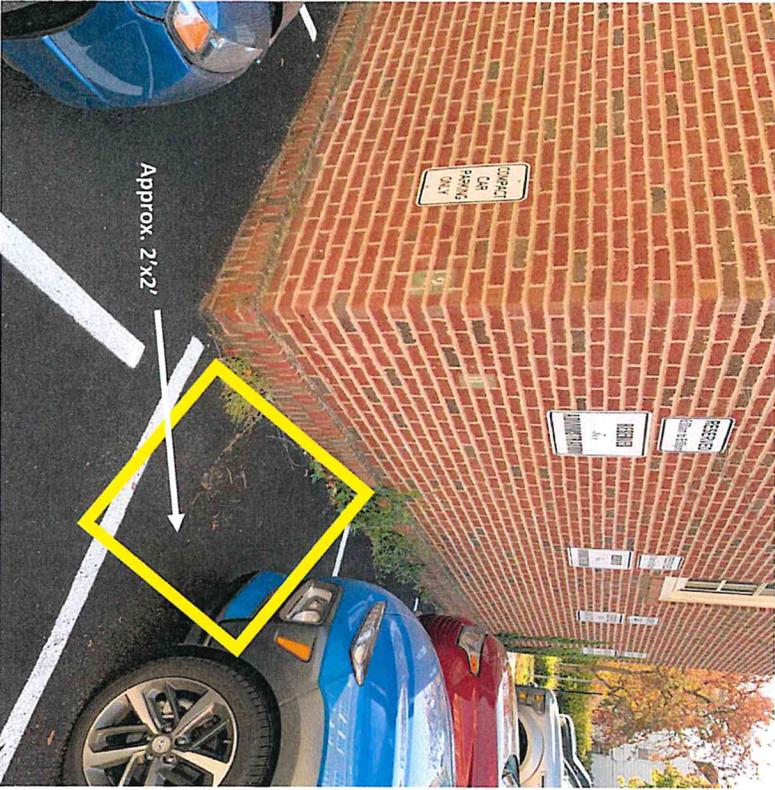
Misc. Drop & Roll Patches
This Area



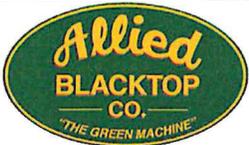
Transportation Center
1001 2nd Ave North
Minneapolis, MN 55405

By: Aaron M. Philipson – 612-834-0186
Aaron@alliedblacktopmn.com

Minneapolis Schools



Patch Locations



Washburn High School
 201 West 49th St.
 Minneapolis, MN 55419

By: Aaron M. Philipson – 612-834-0186
 Aaron@alliedblacktopmn.com

Minneapolis Schools

General Qualifications

Allied Blacktop Company offers a one year guarantee on workmanship and materials on all scopes of work listed below, unless clarified. Please confirm scope of work detailed on site plan to assure accuracy. Allied Blacktop will contact customer prior to construction. Work will be done in a continuous fashion to minimize (but not eliminate) customer inconvenience. Allied Blacktop Company encourages an on-site pre construction meeting if traffic and staging issues are a concern. Allied Blacktop Company is not responsible for locating, repairing or replacing the following: Private utilities, Parking lot lights, sprinkler head, sprinkler lines, other non-located items in the construction area. Allied Blacktop is not liable for asphalt areas broken by equipment during construction process. Any deviation from original approved scope of work will only be completed with customer approval (written change order). Prior to the start of work, any obstructions in the construction area shall be removed by owner. Any delays may result in additional charges. Construction outside of this contract resulting in damage to project area will not be covered under Allied warranty.

Catch Basin Warranty Information and Qualifications:

While Allied Blacktop Company makes every effort to provide firm pricing on all our projects it is impossible to do so on catch basin reconstructs in that the repair work is under ground and cannot be specifically identified with a surface inspection. No work beyond time and materials pricing will proceed without verification and approval by the owner. Allied Blacktop Company will call for locates in advance of construction.

Chip Seal Warranty Information and Qualifications:

Qualifications: The one year guarantee does not include uneven wearing patterns in drive lanes, high traffic areas, exposed aggregate asphalt surfaces, and plow scraping. Excessive silt/dirt areas that are not able to be cleaned by reasonable means, may not adhere properly and result in premature wearing. Heavily shaded areas (ie. overhanging trees, tall buildings, etc.) may not properly cure. Low areas on the existing asphalt surface that hold water will reduce the life expectancy of the seal. Seal coats generally do not adhere well to epoxy striping materials. The Spring following a chip seal application, after the snow has melted, may reveal loosened aggregate in grass or areas where snow has been piled. This is typical of a chip seal application, and a second sweep in the spring should be considered at an additional charge (sweeping does not include landscape areas). Weeds and vegetation removal shall be done by owner at least 1 week prior to construction. Any areas not accessible to chip seal rollers will not be warrantied, and are excluded from the project unless otherwise noted.

Specifications: All chip seals experience oil bleeding and aggregate tracking. The pick-up sweep of excess aggregate is generally done 4 to 8 weeks after application. Actual lot conditions, weather, and other factors will determine actual sweeping time of aggregate. Polymerized oils allow for quicker pick up sweep to minimize aggregate tracking (generally 2 to 4 weeks). Fog seals will minimize the aggregate tracking and oil bleeding. Allied Blacktop Company uses the Standard McLeod formula for gauging application rates. Deviations from the formula at the customer's request may result in a warranty waiver. While the MNDot specifications allow for chip seals to be constructed from May 15 to September 1. Late season chip seals (starting August 15th) may exhibit a higher incidence of aggregate stripping and oil bleeding in subsequent seasons. Chip seals will not add structural integrity or correct water flow issues. Chip seal material may overlap into curb lines, this should be considered incidental to the construction.

Application: Clean the asphalt with a Mechanical Pick-up style street sweeper. Dispose of sweepings offsite. Apply liquid asphalt at a rate specified on proposal with asphalt distributors equipped with computerized rate of control. Apply cover aggregate at a rate specified on proposal with a self-propelled computerized chip spreader. Roll the cover aggregate with eleven wheel pneumatic rubber tire rollers. Pick up sweep excess aggregate as per curing conditions.

Seal Coat & Fog Seal Warranty Information and Qualifications:

Qualifications: The one year guarantee does not include uneven wearing patterns in drive lanes, high traffic areas, exposed aggregate asphalt surfaces, and plow scraping. Excessive silt/dirt areas that are not able to be cleaned by reasonable means, may not adhere properly and result in premature wearing. Heavily shaded areas (ie. overhanging trees, tall buildings, etc.) may not properly cure. Low areas on the existing asphalt surface that hold water will reduce the life expectancy of the seal. Seal coats generally do not adhere well to epoxy striping materials. All qualifications, specifications, and applications listed in this section also apply to fog seals. Traffic on uncured seal coats may result in material tracking (Allied not responsible for cleaning). Weeds and vegetation removal shall be done by owner at least 1 week prior to construction. Water protruding from the asphalt or adjacent areas that run into the seal coat area may affect the performance of the seal coat and will not be warrantied.

Specifications: CS-41 seal coats must be applied during daylight hours to ensure proper application and curing. CS-41 generally dries in one to five hours. It takes several additional hours for proper cure. Allowing traffic on the product prior to proper cure will result in premature wear. While CS-41 is a resurfacing as well as a rejuvenating sealer it will polish off the top of exposed aggregate and in drive lanes. CS-41 can be used over the top of chip seals to enhance aggregate adhesion and minimize aggregate tracking and oil bleeding. Sealcoating done after September 1st may have a high tendency for excessive or premature wearing and will not be warrantied.

Application: Clean asphalt surface to remove dust and loose debris. Apply CS-41 rejuvenating sealer and binder as per manufacturer's specifications.

Crack Seal Warranty Information and Qualifications:

Qualifications: The one year guarantee does not include previously sealed cracks that have failed and cannot be routed. Cracks sealed in parking areas are not warrantied. No warranty on un-routed cracks.

Specifications: Cracks wider than 1" should not/may not be crack sealed. Alligator, hairline and block cracks should not be sealed and will not be unless sealing these cracks is requested by customer in writing. Alligator, hairline and block cracks will not be routed or warrantied. Previously sealed cracks that have failed or recessed will be topped off only (no rout). Weeds in cracks are to be sprayed/removed by customer 2 weeks prior to construction. Cover paper will be used at contractors' discretion.

Application: Rout and seal the longitudinal and transverse "working" cracks that are ¼" wide or wider up to 1". Rout cracks ¾" by ¾". Dry and clean the crack with hot air lance and/or forced air. Seal crack with MNDOT spec hot crack seal material. Material will be heated in a melter equipped with a double jacket boiling system to prevent scorching and overheating of the material. Include over band as per MNDOT specifications. Apply proper cover as necessary per contractors' discretion.

Patching and Paving Warranty Information and Qualifications:

Qualifications: The one year guarantee does not include "frost, working, reflective" cracks or scrapes and other surface damage caused by plows, vehicles and equipment. All overlays will experience frost cracks, working cracks, and reflective cracks. Settling in trench patches due to sub base compaction will not be warrantied. No warranty on drop and roll patching. Late season patching & paving may result in rough mix and cold seams.

Specifications: Please inform an Allied estimator or Office Staff of specific water flow concerns (if any) prior to construction. Water flow issues may not be addressed unless identified by owner prior to bidding and construction. Allied Blacktop Company will shoot elevations upon request or if water flow issues are present and identified prior to construction. No guarantee on 100% water flow unless 1.5% pitch can be established and maintained. Asphalt overlays will mirror existing parking lot. Allied Blacktop Company will call for locates in advance of construction. Allied Blacktop Company will not be responsible for locating, repairing or replacing the following: Private utilities, sprinkler head, sprinkler lines, or other non-located items in the construction area. Allied Blacktop Company is not responsible for any backfilling, seed or sod unless detailed on proposal. Allied Blacktop Company is not responsible for any City, State, County, Federal, Watershed or other permitting unless detailed on proposal. Parking stripes affected by asphalt work will not be re-striped unless quoted. This contractor is not liable for asphalt areas broken by equipment during construction process. Base replacement is not included in the contract unless noted on the proposal. If base replacement is found to be necessary, replacement cost will be approved by owner prior to continuing the construction process.

Application: Asphalt paving application details to be noted on proposal if not listed in this section. Patch asphalt as specified on proposal by methods of remove and replace, mill and patch, skin patch, drop and roll or infrared patching or other specified method.

Remove and replace: Jackhammer, mill, or sawcut straight edge. Remove existing asphalt and dispose off-site. Stabilize existing base material. Install asphalt as per specified thickness and compact.

Mill and Patch: Mill existing asphalt to a specified depth. Clean milled surface. Apply CSS1H tack material. Install asphalt as per specified thickness and compact.

Skin Patch: Clean existing asphalt surface. Apply CSS1H tack material when applicable. Install asphalt material and compact. (No Warranty)

Drop and Roll: Install asphalt material and compact (No Warranty).

Infrared Patch: Heat existing asphalt surface. Add asphalt sand fines as necessary rake to level and compact.

Concrete Warranty Information and Qualifications:

The one year guarantee does not include "frost or hairline cracking, scrapes and other surface damage caused by plows, vehicles and equipment, or concrete spalling or raveling as a result of improper salting. After October 15th cold weather charges will take effect. Allied is not responsible for concrete parking blocks damaged during the removal process. Parking blocks can be replaced at a price to be specified prior to installation.



Capital Planning, Construction & Maintenance Department

Construction Contract Change Order Cover Sheet

Project Information

| | | | |
|-------------------------|------------------------|-------------|------------|
| Contractor | Allied Blacktop | Date | 10/15/2020 |
| Project Name | FY20 Site Improvements | Project No. | MAS-12664 |
| Contract Approval Date: | 5/21/2020 | OP Number | 20-2921 |

Summary

| | | | |
|--------------------------|---------------|--------------------------------|-----------|
| Original Contract Amount | \$ 579,529.00 | Date of Substantial Completion | 8/31/2020 |
| Board Authorized Amount | \$ 579,529.00 | Board Approved | 8/18/20 |
| Revised Board Approval | \$672,529.92 | | |

| Summary of Previous Change Orders | | |
|-----------------------------------|----|--------------|
| Change Order #1 | \$ | 88,984.92 |
| Change Order #2 | \$ | 4,016.00 |
| Change Order #3 | \$ | 935.00 |
| Change Order #4 | \$ | - |
| Change Order #5 | \$ | - |
| TOTAL OF PREVIOUS CHANGE ORDERS | | \$ 93,935.92 |

| | | |
|--------------------------------------|----------|--------------------|
| AMOUNT OF THIS CHANGE ORDER # | 4 | \$ 3,287.00 |
|--------------------------------------|----------|--------------------|

TOTAL CHANGE ORDERS TO DATE \$ **97,222.92**

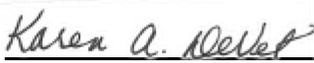
REVISED CONTRACT AMOUNT \$ **676,751.92**

REVISED DATE OF SUBSTANTIAL COMPLETION 8/31/2020

DATE OF BOARD ACTION 5/21/2020
and 8/18/2020

Reviewed By: Ann Cerney Date: 10/15/2020
Project Manager

Reviewed By:  Date: 10/16/2020
Manager of Planning & Construction

Approved By:  Date: 10/30/2020
SOO:

Approved By: _____ Date: _____
SFO:



AIA[®]

Document G701[™] – 2017

Change Order

| | | |
|---|---|--|
| PROJECT: <i>(name and address)</i> MPS-Multi-Site Flooring Repl. Minneapolis, MN | CONTRACT INFORMATION: Contract For: General Construction Date: 4/29/2020 | CHANGE ORDER INFORMATION: Change Order Number: 002 Date: September 25, 2020 |
| OWNER: <i>(name and address)</i> Special School District #1 1250 W. Broadway Ave. Minneapolis, MN 55411 | ARCHITECT: <i>(name and address)</i> Mobilize Design & Arch. P.O. Box 11093 Minneapolis | CONTRACTOR: <i>(name and address)</i> Construction Results Corp. 5465 Hwy. 169 N. Plymouth, MN 55442 |

THE CONTRACT IS CHANGED AS FOLLOWS:

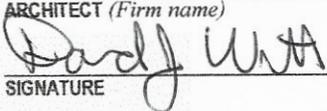
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Moisture mitigation at Dowling and Whittier school per COR#102.

| | | |
|--|----|-------------------|
| The original Contract Sum was | \$ | <u>601,100.00</u> |
| The net change by previously authorized Change Orders | \$ | <u>22,476.57</u> |
| The Contract Sum prior to this Change Order was | \$ | <u>623,576.57</u> |
| The Contract Sum will be increased by this Change Order in the amount of | \$ | <u>74,097.44</u> |
| The new Contract Sum, including this Change Order, will be | \$ | <u>697,674.01</u> |
| The Contract Time will be unchanged by zero (0) days. | | |
| The new date of Substantial Completion will be | | |

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

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

| | | |
|--|---|---|
| Mobilize Design & Arch., LLC ARCHITECT <i>(Firm name)</i>  SIGNATURE | Construction Results Corp. CONTRACTOR <i>(Firm name)</i>  SIGNATURE | Special School District #1 OWNER <i>(Firm name)</i> SIGNATURE |
| David J. Witt, AIA Partner PRINTED NAME AND TITLE | Mike Luurtsema, President PRINTED NAME AND TITLE | PRINTED NAME AND TITLE |
| 09/25/2020 DATE | 9-25-2020 DATE | DATE |

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Capital Planning, Construction & Maintenance Department

Construction Contract Change Order Cover Sheet

Project Information

| | | | |
|-------------------------|---|-------------|------------|
| Contractor | Construction Results Corp | Date | 10/8/20 |
| Project Name | Multi Site Flooring Replacement Project | Project No. | 19MULTI008 |
| Contract Approval Date: | 6/17/20 | OP Number | 20-2922 |

Summary

| | | | |
|--------------------------|---------------|--------------------------------|---------|
| Original Contract Amount | \$ 601,100.00 | Date of Substantial Completion | 8/7/20 |
| Authorized Amount | \$ 661,210.00 | Date of Last Board Approval | 6/16/20 |

| Summary of Previous Change Orders | |
|--|--------------|
| Change Order #1 | \$ 22,476.57 |
| Change Order #2 | \$ - |
| Change Order #3 | \$ - |
| Change Order #4 | \$ - |
| Change Order #5 | \$ - |
| Change Order #6 | \$ - |
| Change Order #7 | \$ - |
| Change Order #8 | \$ - |
| Change Order #9 | \$ - |
| Change Order #10 | \$ - |
| TOTAL OF PREVIOUS CHANGE ORDERS | |
| | \$ 22,476.57 |

| | | | |
|--------------------------------------|----------|-----------|------------------|
| AMOUNT OF THIS CHANGE ORDER # | 2 | \$ | 74,097.44 |
|--------------------------------------|----------|-----------|------------------|

TOTAL CHANGE ORDERS TO DATE \$ **96,574.01**

ACCUMULATIVE CONTRACT AMOUNT \$ **697,674.01**

ABOVE AUTHORIZED AMOUNT* \$ **36,464.01**

*this will be the amendment value in Novatus, if applicable

REVISED DATE OF SUBSTANTIAL COMPLETION

DATE OF BOARD ACTION 11/10/20

Reviewed By: Diedra Geye Date: 10/9/20
 Manager of Planning & Construction

Approved By: _____ Date: _____
 Executive Director, CPCM

Approved By: Karen A. Decker Date: 10/23/2020
 SOO

Approved By: _____ Date: _____
 SFO

**AMENDMENT # 1 TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND
Monicat Data, LLC**

This Amendment ("Amendment") to the Contract between Special School District No. 1 and Monicat Data dated 8/1/2020 ("Contract") is made and entered into by and between Special School District No.1 ("District") and Monicat Data, LLC ("Contractor") (collectively "parties").

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law ("District") and Monicat Data ("Contractor") entered into a contract titled CONTRACT FOR SERVICES for a period between 8/1/2020 through 2/12/2021 ("Contract"), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: 4400000667

1. *Original contract amount:* \$95,750
2. *Cumulative contract amount:* \$200,000

NOW THEREFORE IT IS HEREBY AGREED by the Parties to amend the Contract as follows:

Section: Exhibit A and Section 3.

Description:

Term of Contract: 1.1 - Contract Dates extended from 4/12/2020 to 2/12/2021

Exhibit A: Additional items added to the deliverables. Monicat will focus on schools and provide more videos.

Section 3.1: District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed \$200,000. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

Except as herein amended, the terms, conditions and provisions of the contract shall apply to and govern the provisions of this Amendment.

(The remainder of this page intentionally left blank.)

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Kim Ellison

Title: Chair, Board of Education

Date: _____

Monicat Data LLC:

Signature: Jasmine Rukim

Name: Jasmine Rukim

Title:

Date: 10/12/2020



Contract Summary of Approval

Contract Group: IT Services

Contract Type: Purchase Goods and Services

VENDOR DETAILS

| | |
|---------------------------|----------------------|
| Vendor Name: | Code42 Software Inc. |
| Reason Vendor Selected: | Niche or Specialty |
| Vetted/State/Cooperatives | Sole Source |
| End Date: | |

CONTRACT INFORMATION

| | |
|------------------------|---|
| Contract Purpose: | Software Renewal for CrashPlan On-Premises |
| Contract Description: | Software Renewal to backup data for district during Distance Learning/Telework |
| Amendment Description: | |
| Deliverables/Outcomes: | Renewal for CrashPlan On-Premises for MPS District |
| Site(s) Affected: | District wide |
| Effective Start Date: | 11/30/2020 |
| Effective End Date: | 11/29/2021 |
| IT Manager: | Brad Lundquist |

FUNDING INFORMATION

| | |
|------------------------------|---------------|
| Shopping Cart No.: | SC 1000156791 |
| Contract Value: | \$126,060.00 |
| Original Contract Amount: | N/A |
| Accumulative Contract Value: | N/A |
| Primary Fund Source: | Referendum |

APPROVED BY

| | | | |
|------------------|----------------------------|-----------|------|
| Kim Ellison | Board, Chair | | |
| LEVEL 1 APPROVER | TITLE | SIGNATURE | DATE |
| <hr/> | | | |
| 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 Heartland Business Systems, LLC “Contractor” (collectively “parties”) to provide Cisco Hardware and Services used for Network Routing and Connectivity between our Data Centers at Minneapolis Public Schools.

TERM OF CONTRACT

1.1 This Contract is effective on 01/12/2020 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 11/30/2021, 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 not of the essence in this Contract; however, Seller shall make best efforts to reduce timeline impact when Seller’s performance is delayed due to the actions of a third party provider, Buyer, or Buyer’s vendors or subcontractors. Contractor agrees to make best efforts to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT



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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 \$536,462,08. 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 60 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



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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



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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.



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8 OWNERSHIP OF MATERIAL

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

9 USE OF DISTRICT NAME OR LOGO

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

10 INDEPENDENT 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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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.



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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 negligent, 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. However, under no circumstances shall Contractor's total aggregate liability for indemnification, defense and hold harmless under this Agreement exceed Contractor's insurance coverage in the amount of three million dollars.

15 LIMITATION ON LIABILITY

15.1 In no event shall either party be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. 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



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anything of value in violation any applicable laws or District policies.



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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.



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19 RETURN OF DATA

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

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

20 RECORDS MANAGEMENT AND MAINTENANCE

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

21 NOTICES/ADMINISTRATION

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



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Special School District No. 1

Division: IT Services
Attn: Justin Hennes
1250 W Broadway
Minneapolis, MN 55411
Email: Justin.Hennes@mpls.k12.mn.us

CONTRACTOR

Mark Gamelin
Telephone: 612.276.6359
Email: mgamelin@hbs.net

ACKNOWLEDGMENT

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

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

22 NON-WAIVER

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



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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, together with Contractor's Standard Terms and Conditions, constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. In the event of any direct conflict between this Contract and Contractor's Standard Terms and Conditions, this Contract shall control. 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 Any hardware, software, or parts sold to Contractor may be subject to a warranty made by the manufacturer or other third party to Contractor and, if so, the terms and conditions of such warranty are embodied in other documents. The applicable warranty for the products is attached hereto as Annexure A. 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 (if any and as applicable) provided under this Contract: (i) are free from defects in workmanship.

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



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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.]



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SPECIAL SCHOOL DISTRICT NO. 1

Signature:

Name: Kim Ellison

(Printed)

Title: Board Chair

Date: _____

CONTRACTOR NAME: HEARTLAND BUSINESS SYSTEMS, LLC

Signature: 
Ben Turner (Nov 3, 2020 15:56 CST)

Name: Ben Turner

(Printed)

Title: VP

Date: November 3, 2020



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Exhibit A:

Deliverables/Service Outcome:

ACI Installation, Validation, Documentation, and Training (see SOW).

Method of Evaluation:

- The requested work will be evaluated for successful completion approved by IT leadership.

[The remainder of this page intentionally left blank.]



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EXHIBIT B: PAYMENT TERMS

[The remainder of this page intentionally left blank.]



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ANNEXURE A: WARRANTY



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Cisco Limited Warranty and Disclaimer of Warranty

Updated: July 16, 2018 **Document ID:** 1531765053801510

Contents

Cisco Information Packet

Limited Warranty

DISCLAIMER OF WARRANTY

Warranty Information

Cisco End User License Agreement

Cisco Information Packet

Cisco Limited Warranty, Disclaimer of Warranty

Limited Warranty

Hardware. Cisco Systems, Inc., or the Cisco Systems, Inc. subsidiary selling the Product ("Cisco") warrants that commencing from the date of shipment to Customer (and in case of resale by a Cisco reseller, commencing not more than ninety (90) days after original shipment by Cisco), and continuing for a period of the longer of (a) ninety (90) days or (b) the period set forth in the warranty card accompanying the Product (if any), the Hardware will be free from defects in material and workmanship under normal use. The date of shipment of a Product by Cisco is set forth on the packaging material in which the Product is shipped. This limited warranty extends only to the original user of the Product. Customer's sole and exclusive remedy and the entire liability of Cisco and its suppliers under this limited warranty will be, at Cisco's or its service center's option, shipment of a replacement within the warranty period and according to the replacement process described in the warranty card (if any), or if no warranty card, as described on the Cisco Product Warranties web page www.cisco.com/go/warranty or a refund of the purchase price if the Hardware is returned to the party supplying it to Customer, freight and insurance prepaid. Cisco replacement parts used in Hardware replacement may be new or equivalent to new. Cisco's obligations hereunder are conditioned upon the return of affected Hardware in accordance with Cisco's or its service center's then-current Return Material Authorization (RMA) procedures.

Product warranty terms and other information applicable to the Product may be located at the following URL: <https://www.cisco.com/go/warranty>.

Restrictions. The above Hardware warranty and limited warranty in the End User License Agreement ("Software warranty") do not apply if the Software, Hardware Product or any other equipment upon which the Software is authorized by Cisco or its suppliers or licensors to be used (a) has been altered, except by Cisco or its authorized representative, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Cisco, (c) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; or (d) is licensed for beta, evaluation, testing or demonstration purposes.

The Software warranty also does not apply to (e) any temporary Software modules; (f) any Software not posted on Cisco's Software Center (on Cisco.com URL where Cisco makes the Software

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EXCEPT AS SPECIFIED IN THIS WARRANTY SECTION, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY CISCO, ITS SUPPLIERS AND LICENSORS. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY. THESE WARRANTIES GIVE CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. This disclaimer and exclusion shall apply even if the express warranty set forth above fails of its essential purpose.

Warranty Information

Product warranty terms and other information applicable to Cisco products are available at the following URL: <https://www.cisco.com/go/warranty>.

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Document Part Number: EDCS-11617524

78-5236-01D0

Contract for Services with MPS

Final Audit Report

2020-11-03

| | |
|-----------------|--|
| Created: | 2020-11-03 |
| By: | Jon Groh (jgroh@hbs.net) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAb_z9WGrXbjSVCz67PwEqR0CPzOvfL8st |

"Contract for Services with MPS" History

-  Document created by Jon Groh (jgroh@hbs.net)
2020-11-03 - 9:17:22 PM GMT- IP address: 64.25.113.2
-  Document emailed to Ben Turner (bturner@hbs.net) for signature
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-  Document e-signed by Ben Turner (bturner@hbs.net)
Signature Date: 2020-11-03 - 9:56:39 PM GMT - Time Source: server- IP address: 69.193.69.60
-  Agreement completed.
2020-11-03 - 9:56:39 PM GMT

SPECIAL SCHOOL DISTRICT NO. 1
Board of Education

November 10, 2020

RESOLUTION REGARDING THE HENNEPIN YOUTH SPORTS PROGRAM GRANT FOR PATRICK HENRY HIGH SCHOOL

WHEREAS, the Hennepin County Board of Commissioners, via the Hennepin Youth Sports Program, provides for capital funds to assist local government units of Hennepin County for the development of sports or recreational facilities, and

WHEREAS, Special School District No. 1 (hereinafter LGU) desires to renovate the track surface at Patrick Henry High School (hereinafter PROJECT).

NOW, THEREFORE BE IT RESOLVED BY the Board of Education of Special School District No. 1 (LGU)

- I. The estimate of the total cost of developing PROJECT shall be \$1,043,000. The LGU is requesting \$300,000 from the Hennepin Youth Sports Program and will assume responsibility for providing matching funds of \$743,000.
- II. LGU is the owner of the property where the PROJECT is located. The LGU will own the property where PROJECT is located for at least the functional life of the facility, which is estimated to be 20 years. The PROJECT may not be converted to a non-public or non-recreational uses within this time period without the approval of Hennepin County.
- III. LGU agrees to assume one hundred (100) percent of operational and maintenance costs for PROJECT, and will operate PROJECT for its intended purpose as stated in the PROJECT application for the functional life of the facility.
- IV. LGU agrees to enter into necessary and required agreements with Hennepin County for the specific purpose of developing PROJECT and managing its long-term operation.
- V. That the Board Chair and/or Superintendent of LGU is authorized and directed to execute the application for the Hennepin Youth Sports Program grant.

CERTIFICATION

I hereby certify that the foregoing resolution is a true and correct copy of the resolution presented to and adopted by the Minneapolis Board of Education at a duly authorized meeting thereof held on the 10th day of November, 2020, as shown by the minutes of said meeting in my possession.

Kim Ellison
Board of Education Chairperson

Date

Josh Pauly
Board of Education Clerk

Date

**MINNEAPOLIS PUBLIC SCHOOLS
RESOLUTION 2020-0046**

RESOLUTION AMENDING POLICY 5391

WHEREAS, our students deserve spaces to explore who they are and how the many facets of their identities impact their experience in the world; and

WHEREAS, it's our responsibility to provide this opportunity for deep examination of power structures in our society along with identifying ways and developing skills to become agents of change; and

WHEREAS, Ethnic Studies courses are one way to provide this opportunity by centering the stories of communities of color, especially those with connections to Minneapolis and Minnesota; and

WHEREAS, the Board's Policy Committee has recommended this proposal.

NOW THEREFORE, be it resolved that the Board of Directors, Special School District No. 1 adopts the changes as follows:

SECTION 1:**AMENDMENT** “Policy 5391: Graduation Requirements” of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

A M E N D M E N T

Policy 5391: Graduation Requirements

1. PURPOSE

This policy is to establish the requirements for graduation from Minneapolis Public Schools in compliance with Minnesota law and statewide graduation standards established thereby.

2. GENERAL STATEMENT OF POLICY

All students must complete the following requirements in order to earn a diploma for graduation from a Minneapolis Public High School.

~~3. CREDIT REQUIREMENTS FOR STUDENTS GRADUATING BEFORE 2019:~~

~~a. **Required Credits:** A minimum of twenty one and a half (21.5) year-long credits is required for graduation beginning with the class graduating in 2019. These credits include:~~

~~i. Four (4) year-long credits in Language Arts;~~

~~ii. Four (4) year-long credits in Social Studies encompassing~~

~~(1) Three and a half (3.5) year-long credits in~~

~~(A) United States history;~~

- (B) geography,
- (C) world history, and
- (D) government and citizenship, and
- (2) One-half (0.5) credit in economics. Economics courses may be taught through the social studies department or the business department.
- iii. ~~Three (3) year-long credits in Mathematics encompassing, at a minimum:~~
 - (1) Geometry
 - (2) Algebra II or statistics and probability
 - (3) Completion of an Algebra I course credit while enrolled in grades nine through twelve (9-12) shall earn an elective credit only.
- iv. ~~Three (3) year-long credits in Science encompassing, at a minimum:~~
 - (1) biology;
 - (2) either chemistry or physics.
- v. ~~One (1) year-long credit in the arts;~~
- vi. ~~One (1) year-long credit in Physical Education;~~
- vii. ~~One (1) year-long credit in Health;~~
- viii. ~~Four and a half (4.5) year-long elective credits.~~
- b. ~~Career and Technical Education Courses. The Superintendent may designate certain career and technical education courses that meet the same academic standards to satisfy the credit requirements of the science, mathematics or arts requirements established above.~~

4. CREDIT REQUIREMENTS FOR **GRADUATION STUDENTS** **GRADUATING IN 2019 AND THEREAFTER**

- a. Required Credits. A minimum of twenty one and a half (21.5) year-long credits is required for graduation. These credits include:
 - i. Four (4) year-long credits in Language Arts.
 - ii. Three and a half (3.5) year-long credits in Social Studies encompassing
 - (1) United States history,
 - (2) human geography,
 - (3) world history, and
 - (4) government and citizenship, and
 - (5) economics. Economics courses may be taught through the social studies department or the business department.
 - iii. Three (3) year-long credits in Mathematics encompassing, at a minimum:
 - (1) One (1) year-long credit in geometry
 - (2) One (1) year-long credit in algebra II or statistics and probability
 - (3) Completion of an Algebra I course credit while enrolled in grades nine through twelve (9-12) shall earn an elective credit only.

- iv. Three (3) year-long credits in Science, encompassing at a minimum:
 - (1) One (1) year-long credit in biology; and
 - (2) One (1) year-long credit in either chemistry or physics.
 - v. One (1) year-long credit in the arts;
 - vi. One half (0.5) year-long credit in Physical Education;
 - vii. One half (0.5) year-long credit in Health;
 - viii. ~~Six (6)~~ Five and one half (5.5) year-long elective credits.
- b. Career and Technical Education Courses. The Superintendent may designate certain career and technical education courses that meet the same academic standards to satisfy the credit requirements of the science, mathematics or arts requirements established above.

5. OTHER GRADUATION REQUIREMENTS

- a. Testing. Students must meet state testing requirements.
- b. Personal Learning Plan. Each student must develop a plan for smooth and successful transition to postsecondary education or employment and meet yearly milestones established in that plan.
- c. Ethnic Studies Course. Each student, beginning with those graduating in 2025, must earn a passing grade in an Ethnic Studies course.

6. DEFINITIONS

- a. “year-long credit” is the equivalent of the successful completion of an academic year of study or student mastery of applicable state standards.
- b. “Personal Learning Plan” is the plan using the career and college exploration and decision assisting curriculum framework used by Minneapolis Public Schools.
- c. "Ethnic Studies courses" are identified as such by the Teaching & Learning Department and include explicit exploration of identity and intersectionality, prioritize the history and culture of historically marginalized groups, include the history and current role of race, racism, and anti-racist work, and include interdisciplinary learning that leads to action.

7. IMPLEMENTATION

- a. The Superintendent may develop procedures and policies to implement this policy.

Original Adoption:

01/07/1974

Revision Dates:

04/08/1980, 06/12/1984, 08/13/1985, 07/15/1986, 09/26/1989, 06/30/1998, 6/26/2007, 11/10/2009, 01/13/2015

Legal References:

- 20 U.S.C. § 6301, et seq. (No Child Left Behind Act)

- Minn. Stat. §120B.02 (Educational Expectations for Minnesota’s Students)
- Minn. Stat. §120B.023 (Benchmarks)
- Minn. Stat. §120B.024 (Graduation Requirements; Course Credits)
- Minn. Stat. §120B.11(School District Process)
- Minn. Rules Parts 3501.0505 – 3501.0635 (K-12 Standards)

MPS Policy Cross References:

- Policy 6273 (Local Standards and Assessments)
- Policy 6274 (State Required Assessments)
- Regulation 5391 A (Granting Credits)
- Regulation 5391 B (Graduation Requirements for Transfer Students)

PASSED AND ADOPTED BY THE MINNEAPOLIS PUBLIC SCHOOLS BOARD OF DIRECTORS _____.

| | AYE | NAY | ABSENT | ABSTAIN |
|----------|------------|------------|---------------|----------------|
| Arneson | _____ | _____ | _____ | _____ |
| Felder | _____ | _____ | _____ | _____ |
| Ali | _____ | _____ | _____ | _____ |
| Walser | _____ | _____ | _____ | _____ |
| Inz | _____ | _____ | _____ | _____ |
| Jourdain | _____ | _____ | _____ | _____ |
| Caprini | _____ | _____ | _____ | _____ |
| Pauly | _____ | _____ | _____ | _____ |
| Ellison | _____ | _____ | _____ | _____ |

Presiding Officer

Attest

Kim Ellison, Chair, Minneapolis
Public Schools

Josh Pauly, Clerk, Minneapolis Public
Schools

**MINNEAPOLIS PUBLIC SCHOOLS
RESOLUTION 2020-0050**

RESOLUTION AMENDING POLICY 5050

WHEREAS, on May 6, 2020, the Federal Department of Education announced new Title IX regulations; and

WHEREAS, these regulations require policy changes to conform; and

WHEREAS, the Board's Policy Committee has recommended this proposal.

NOW THEREFORE, be it resolved that the Board of Directors, Special School District No. 1 adopts the changes as follows:

SECTION 1: **AMENDMENT** “Policy 5050: Title IX Non-Discrimination” of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

A M E N D M E N T

Policy 5050: Title IX Non-Discrimination

1. PURPOSE

Students and staff are protected from discrimination on the basis of sex pursuant to Title IX of the Education Amendments of 1972 and the Minnesota Human Rights Act. Title IX is a federal statute that prohibits recipients of federal financial assistance from engaging in discrimination on the basis of sex. As a recipient of federal financial assistance, the school district is required by Title IX of the Education Amendments of 1972 to ensure its education programs and activities do not discriminate on the basis of sex. The purpose of this policy is to provide equal educational opportunity for all students, and equal employment opportunity to all employees, to prohibit discrimination on the basis of sex.

2. GENERAL STATEMENT OF POLICY

- a. ~~The school district provides equal educational opportunity for all students and does not unlawfully discriminate on the basis of sex. No student will be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any educational program or activity operated by the school district on the basis of sex.~~ The school district maintains a learning and working environment that is free from discrimination, harassment, or violence on the basis of sex, and no individual will be excluded from participation in, denied the benefits of, or otherwise subject to discrimination under any school district program or activity. The school district prohibits any form of retaliation.
- b. It is the responsibility of every student, school district employee, volunteer, contracted service provider, and related district personnel ~~school district~~

~~employee~~ to comply with this policy.

- c. Any student, parent or guardian having questions regarding this policy should discuss it with the appropriate school district official provided by policy. In the absence of a specific designee, an inquiry or complaint should be referred to the Assistant to the Superintendent. It is a violation of this policy when any student, school district employee, volunteer, contracted service provider, or related district personnel engages in discrimination, harassment, sexual harassment, inflicts violence, threatens violence, or attempts to inflict violence upon a student, school district employee, or other personnel.

3. **REPRISAL**

It is a violation of this policy for any student school district employee, volunteer, contracted service provider, and related district personnel to retaliate against a person who pursues rights under school district policies or law. The school district may discipline or take appropriate action against any student, school district employee, volunteer, contracted service provider, and related district personnel who retaliates against any person who reports alleged unlawful sex discrimination toward a student or employee or any person who testifies, assists or participates in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to such unlawful sex discrimination or violations of this policy. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

4. **ACCOUNTABILITY**

- a. It is the responsibility of every student, school district employee, volunteer, contracted service provider, and related district personnel to follow this policy.
- b. Submission of a good faith complaint or report will not negatively affect the Complainant or Reporter.
- c. It is a violation of this policy when any student, school district employee, volunteer, contracted service provider, and related district personnel intentionally makes a false report of discrimination, harassment, violence or retaliation.
- d. The Superintendent is authorized to promulgate regulations supporting the implementation of this policy.

5. **REPORTING GRIEVANCE PROCEDURES**

- a. ~~The school board hereby designates the Superintendent or designee as the school district Title IX coordinator and authorizes the coordinator to receive reports, complaints or grievances of unlawful sex discrimination toward a student. If the complaint involves the Title IX coordinator, the complaint shall be filed directly with the Assistant to the Superintendent.~~
- b. ~~The school district shall conspicuously post the name of the Title IX coordinator, including mailing address and telephone number. Any student who believes they have been the victim of unlawful sex discrimination by a teacher, administrator or other school district personnel, or any person with knowledge or belief of conduct which may constitute unlawful sex discrimination toward a student should report the alleged acts immediately to an appropriate school district official designated by this policy or may file a grievance.~~

- e. The school district encourages the reporting party or complainant to use the report form available from the principal of each building or available from the school district office, but oral reports shall be considered complaints as well. Nothing in this policy shall prevent any person from reporting unlawful sex discrimination toward a student directly to the school district Title IX coordinator or to the Assistant to the Superintendent.
- d. In each school building the principal is the person responsible for receiving oral or written reports or grievances of unlawful sex discrimination toward a student at the building level. Any adult school district personnel who receives a report of unlawful sex discrimination toward a student shall inform the building principal as soon as possible.
- e. Upon receipt of a report or grievance, the principal must notify the school district Title IX coordinator and the student's parent or guardian as soon as possible, without screening or investigating the report. The principal may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the principal to the school district Title IX coordinator and the student's parent or guardian. If the report was given verbally, the principal shall personally reduce it to written form within 24 hours and forward it to the school district Title IX coordinator. Failure to forward any report or complaint of unlawful sex discrimination toward a student as provided herein may result in disciplinary action against any district employee. If the complaint involves the building principal, the complaint shall be made or filed directly with the Superintendent or the school district Title IX coordinator by the reporting party or complainant.
- f. Submission of a good faith complaint, grievance or report of unlawful sex discrimination toward a student will not affect the complainant's or reporter's future employment, grades or work assignments.
- g. The school district will respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses, as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations.

6. INVESTIGATION

- a. By authority of the school district, the Title IX coordinator, upon receipt of a report, complaint or grievance alleging unlawful sex discrimination toward a student, shall promptly undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.
- b. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- e. In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the

relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.

- d. In addition, the school district may take immediate steps, at its discretion, to protect the complainant, pupils, teachers, administrators or other school personnel pending completion of an investigation of alleged unlawful sex discrimination toward a student.
- e. Investigation should be completed as soon as possible. The school district Title IX coordinator may make a written report. If the complaint involves the Superintendent, the report may be filed directly with the school board. The report shall include a summary of facts and a determination of whether the allegations have been substantiated.

7. SCHOOL DISTRICT ACTION

- a. Upon conclusion of the investigation and receipt of a report, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and school district policies.
- b. The result of the school district's investigation of each complaint filed under these procedures should be reported in writing to the complainant by the school district in accordance with state and federal law regarding data or records privacy.

8. REPRISAL

The school district will discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who retaliates against any person who reports alleged unlawful sex discrimination toward a student or any person who testifies, assists or participates in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to such unlawful sex discrimination. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

Original Adoption:

08/31/99

PASSED AND ADOPTED BY THE MINNEAPOLIS PUBLIC SCHOOLS BOARD OF DIRECTORS _____.

| | AYE | NAY | ABSENT | ABSTAIN |
|----------|------------|------------|---------------|----------------|
| Arneson | _____ | _____ | _____ | _____ |
| Felder | _____ | _____ | _____ | _____ |
| Ali | _____ | _____ | _____ | _____ |
| Walser | _____ | _____ | _____ | _____ |
| Inz | _____ | _____ | _____ | _____ |
| Jourdain | _____ | _____ | _____ | _____ |
| Caprini | _____ | _____ | _____ | _____ |
| Pauly | _____ | _____ | _____ | _____ |
| Ellison | _____ | _____ | _____ | _____ |

Presiding Officer

Attest

Kim Ellison, Chair, Minneapolis
Public Schools

Josh Pauly, Clerk, Minneapolis Public
Schools

**MINNEAPOLIS PUBLIC SCHOOLS
RESOLUTION 2020-0049**

RESOLUTION ADOPTING POLICY 3508

WHEREAS, This policy is required to enable the use of electronic signatures for official business; and

WHEREAS, the Board's Policy Committee has recommended this proposal.

NOW THEREFORE, be it resolved that the Board of Directors, Special School District No. 1 adopts the changes as follows:

SECTION 1: **ADOPTION** “Policy 3508: Use Of Electronic Signatures To Conduct Official Business” of the Minneapolis Public Schools Policies & Regulations is hereby *added* as follows:

A D O P T I O N

Policy 3508: Use Of Electronic Signatures To Conduct Official Business(*Added*)

1. PURPOSE

The purpose of this policy is to document the school board’s desire to allow school district representatives to send and accept electronic signatures for the purpose of conducting official business to the extent permitted by law and to outline the extent to which the school district will send, accept, and rely on electronic signatures.

2. GENERAL STATEMENT OF POLICY

The school board delegates to the Superintendent and the Superintendent’s delegee the authority to determine the extent to which the School District will send, accept, and otherwise create, generate, communicate, store, process, use, and rely upon electronic signatures to and from other persons. For an electronic transaction to be valid, each party must agree to conduct the transaction electronically. If a law prohibits a transaction from occurring electronically, the transaction must occur in the manner specified by law.

3. DEFINITIONS

a. Authentication. Authentication means the process used to ascertain the identity of a person or the integrity of specific information. Authentication ensures that the user applying an electronic signature is in fact who they say they are and is authorized to sign.

b. Electronic signature. Electronic signature means a digital or digitized signature made by electronic sound, symbol or process that is attached to or logically associated with a record and that is executed or adopted with the intent to sign the record.

c. Transaction. Transaction means an action or set of actions occurring between

two or more persons relating to the conduct of business, commercial, or governmental affairs.

4. GENERAL STANDARDS

- a. This policy shall only apply to transactions between the District and parties that have consented to conduct transactions by electronic means. Consent to conduct transactions by electronic means is determined from the context of the transaction and surrounding circumstances, including the parties' conduct.
- b. An electronic signature is attributable to a person if it was the act of the person. The act of the person may be shown in any manner, including a showing of the efficacy of any authentication or other security procedure the District applies to determine the person to which the electronic signature was attributable. The effect of an electronic signature shall be determined from the context and surrounding circumstances at the time of its creation, execution, or adoption, including the parties' agreement to engage in an electronic transaction, if any.
- c. Electronic signatures shall be retained with their associated records according to the school district's regular records retention schedule.

5. AUTHORITY AND RESPONSIBILITIES

- a. The Superintendent and the Superintendent's delegee is delegated authority to determine the extent to which the school district will accept and use electronic signatures to facilitate transactions involving official school district business.
- b. The Superintendent shall adopt and implement all system procedures necessary to accept and use electronic signatures to the extent determined by the Superintendent. The District's system procedures shall be developed in consultation with other appropriate District personnel and shall ensure that all legal requirements are met. Any potential operational risk associated with the use of an electronic signature must be offset by the anticipated benefit of receiving electronic signatures. Consistent with Minnesota law, these system procedures may specify:
 - i. The manner and format in which the electronic records attached to the electronic signatures will be created, generated, sent, communicated, received, and stored and the systems established for those purposes;
 - ii. The type of electronic signature required, the manner and format in which the electronic signature must be affixed to the electronic record, and the identity of, or criteria that must be met by, any third party used by a person filing a document to facilitate a transaction;
 - iii. Control processes and procedures that will ensure adequate preservation, disposition, integrity, security, confidentiality, and auditability of electronic records; and
 - iv. Any other required attributes for electronic records which are specified for corresponding nonelectric records or reasonably necessary under the circumstances.
- c. Nothing in this policy is intended to authorize any individual to provide an electronic signature on behalf of the school board or school district, unless he or she has been granted such authority pursuant to a delegation of authority by the school board, a specific school board policy, or a law.

d. The District may maintain official records in an electronic format provided that the relevant record retention schedule is updated to reflect electronic record management and the electronic records are trustworthy, complete, accessible, and durable.

PASSED AND ADOPTED BY THE MINNEAPOLIS PUBLIC SCHOOLS BOARD OF DIRECTORS _____.

| | AYE | NAY | ABSENT | ABSTAIN |
|----------|------------|------------|---------------|----------------|
| Arneson | _____ | _____ | _____ | _____ |
| Felder | _____ | _____ | _____ | _____ |
| Ali | _____ | _____ | _____ | _____ |
| Walser | _____ | _____ | _____ | _____ |
| Inz | _____ | _____ | _____ | _____ |
| Jourdain | _____ | _____ | _____ | _____ |
| Caprini | _____ | _____ | _____ | _____ |
| Pauly | _____ | _____ | _____ | _____ |
| Ellison | _____ | _____ | _____ | _____ |

Presiding Officer

Attest

Kim Ellison, Chair, Minneapolis
Public Schools

Josh Pauly, Clerk, Minneapolis Public
Schools

**MINNEAPOLIS PUBLIC SCHOOLS
RESOLUTION 2020-0048**

RESOLUTION AMENDING POLICY 1770 AND REPEALING POLICY 1750

WHEREAS, the proposed changes combines two related policies into one and updates formatting to current standards; and

WHEREAS, the Board's Policy Committee has recommended this proposal.

NOW THEREFORE, be it resolved that the Board of Directors, Special School District No. 1 adopts the changes as follows:

SECTION 1: **AMENDMENT** “Policy 1770: Student Teaching” of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

A M E N D M E N T

Policy 1770: Student Teaching

~~Student Teaching~~

~~University supervisors will supervise and direct the work of the student teacher except that such supervision may not contravene the required procedures of the schools.~~

1. PURPOSE

As a natural connection to the provision of excellent instruction to our students, Minneapolis Public Schools has an interest in preparing teachers to be successful in district schools. Sharing preparation of teachers with institutions of higher learning assures that our students will have access to a greater pool of properly trained and diverse teacher candidates. Partnerships with teacher training programs allow the district to exert influence over those programs regarding the particular and special needs of an urban school district.

2. GENERAL STATEMENT OF POLICY

- a. The Superintendent or superintendent’s designee shall establish a program for field experience in partnership with institutions of higher learning that provide teacher preparation and lead to eligibility for licensure as teachers in Minnesota.
- b. The Superintendent or superintendent’s designee shall offer advice to teacher preparation programs regarding the general and particular needs of urban students.
- c. The district will encourage the recruitment of diverse teacher candidates and students in teacher preparation programs.

Original Adoption:

04/25/1967

Revision Dates:

01/30/1973

SECTION 2: **REPEAL** “Policy 1750: Cooperative Education Procedures Between Minneapolis Board Of Education And Colleges, Universities And Other Agencies” of the Minneapolis Public Schools Policies & Regulations is hereby *repealed* as follows:

REPEAL

~~Policy 1750: Cooperative Education Procedures Between Minneapolis Board Of Education And Colleges, Universities And Other Agencies (Repealed)~~

~~Protection of the Welfare of the Schools~~

~~In the execution of this agreement and of the several projects involved under it, it is recognized by both parties to it, namely, the administrative authorities of the public schools and those of the colleges, universities, and other agencies, that the welfare of the schools and of the children attending them is of first importance. Nothing is to be undertaken that will in any way retard the satisfactory progress of pupils or in any sense handicap them. Rather, it is believed that the educational activities in which the public schools and the colleges, universities, and other agencies cooperatively engage will inure to the advantage of pupils now in the schools and that school practices will be improved as a result of the continuing study of school problems.~~

~~Administrative Control~~

~~The executive administration of this agreement shall lie with the Superintendent of the Minneapolis Public Schools and the designated officials of the cooperating agencies. In the case of delegation of executive power or responsibility to other than the individuals named above, the information of that fact shall be made a matter of written record, and transmitted to all whose work is affected thereby.~~

~~Cooperative Activities Defined~~

~~It is understood that this agreement shall cover the following kinds of cooperative activities:~~

- ~~1. Informal observation;~~
- ~~2. Student teaching;~~
- ~~3. Demonstration teaching;~~
- ~~4. Experimental work and research;~~
- ~~5. Observation and student teaching in summer sessions.~~

~~Summer School~~

~~The Minneapolis summer school sessions will be available for the types of observation, student teaching, and research enumerated (in the following policies and regulation).~~

Original Adoption:

~~04/25/1967~~

Revision Dates:

~~10/12/71, 1/30/73~~

PASSED AND ADOPTED BY THE MINNEAPOLIS PUBLIC SCHOOLS BOARD OF DIRECTORS _____.

| | AYE | NAY | ABSENT | ABSTAIN |
|----------|------------|------------|---------------|----------------|
| Arneson | _____ | _____ | _____ | _____ |
| Felder | _____ | _____ | _____ | _____ |
| Ali | _____ | _____ | _____ | _____ |
| Walser | _____ | _____ | _____ | _____ |
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| Jourdain | _____ | _____ | _____ | _____ |
| Caprini | _____ | _____ | _____ | _____ |
| Pauly | _____ | _____ | _____ | _____ |
| Ellison | _____ | _____ | _____ | _____ |

Presiding Officer

Attest

Kim Ellison, Chair, Minneapolis
Public Schools

Josh Pauly, Clerk, Minneapolis Public
Schools

**MINNEAPOLIS PUBLIC SCHOOLS
RESOLUTION 2020-0047**

RESOLUTION AMENDING POLICIES 4021, 4025, 5221, AND 5620

WHEREAS, on June 2, 2020, the Board of Directors of Special School District No. 1 ended their contractual relationship with the Minneapolis Police Department; and

WHEREAS, several policies contain references to the now discontinued position of 'School Resource Officer'; and

WHEREAS, the Board's Policy Committee has recommended this proposal.

NOW THEREFORE, be it resolved that the Board of Directors, Special School District No. 1 adopts the changes as follows:

SECTION 1: AMENDMENT “Policy 4021: Weapons Free Work Place” of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

A M E N D M E N T

Policy 4021: Weapons Free Work Place

1. PURPOSE

The purpose of this policy is to establish the commitment of the Minneapolis Public Schools to provide work environments for employees that are weapons free.

2. GENERAL STATEMENT OF POLICY

- a. The Minneapolis Public Schools Board of Directors is committed to weapons free workplaces. The Board has established this policy to address violence including weapons possession in our workplaces.
- b. The District will act to enforce this policy and to discipline or take appropriate action against any employee, contractor, volunteer, and other personnel of the District or member of the public who violates this policy.
- c. It shall be a violation of this policy for any employee, contractor, volunteer, other personnel of the District or member of the public to possess a firearm or a dangerous weapon as described in Minnesota Statutes Section 609.02 when in any district facility or property including buses or district vehicles, or off-campus at any school-related activity.
- d. It is not an exception to this policy for any employee, contractor, volunteer, other personnel of the District or member of the public to carry a weapon pursuant to a Minnesota State Permit or permit of any state.
- e. It is a violation of this policy for any person authorized to carry a pistol under Minnesota Laws related to weapon carry permits within three hundred feet of any district property.

3. EXCEPTIONS

- a. It is not a violation of this policy for an employee or contractor to possess a weapon in a school location for the sole purpose of staff training regarding weapons, provided that the weapon is secured in a locked container when not being used in class demonstration.
- b. It is not a violation of this policy for an active licensed law enforcement officer to be in possession of a weapon at any district location.
- c. It is not a violation of this policy for any contracted bank or deposit courier service personnel to be in possession of a weapon at any district location when in the performance of his or her duties as a bank or deposit courier.
- d. It is not a violation of this policy for military personnel who are on duty performing official duties to be in possession of a weapon at any district location.
- e. It is not a violation of this policy for any non-student authorized to carry a pistol under the Minnesota Laws related to weapon carry permits (Minn. Stat. § 624.714) while in a personal motor vehicle or outside a personal motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle. Any possession or carry of a firearm beyond the immediate vicinity of a permit-holder's personal vehicle shall constitute a violation of this policy
 - i. Employees and other personnel of the District who have carry permits
 - (1) may only possess firearms within their locked vehicles, and not on their persons.
 - (2) may only possess firearms that are equipped with trigger locks in their locked vehicles on or adjacent to district parking areas or facilities;
 - (3) must secure firearms in a locked container or a locked compartment of their vehicle.
- f. It is not a violation of this policy for any person to possess a dangerous weapon, or replica firearm while serving as a ceremonial color guard.
- g. It is not a violation of this policy to possess, use or distribute appropriate equipment and tools required by an employee, contractor, volunteer or other district personnel in the exercise of his or her assigned duties when such equipment and tools are properly possessed, used and stored. However, when otherwise authorized work equipment and tools are used in a potentially dangerous or threatening manner with an intent to be dangerous or threatening, or without regard to dangers or threats created by the possession or use, such possession or use shall be treated as the possession and use of a prohibited weapon.
- h. Any employee, contractor, volunteer, other personnel of the District or member of the public who finds a weapon or ammunition at a district facility who takes the weapon or ammunition immediately to the principal's office, ~~school resource officer~~ or site administrator shall not be considered to be in possession of a weapon or ammunition. If the person believes that it would be dangerous or

impracticable to take the weapon or ammunition to the appropriate location, the person has an affirmative duty to report the presence and location of any weapon or ammunition to the principal, officer or site administrator.

4. RESPONSIBILITY

- a. It is the responsibility of every employee, contractor, volunteer and other personnel of the District to comply with this policy.
- b. It is the responsibility of every visitor or member of the public at or in district facilities to comply with this policy.
- c. Each employee, contractor, volunteer or other personnel of the district shall be provided with written notice of this policy and shall be required to acknowledge receipt thereof.
- d. The Superintendent or Superintendent's designee shall cause such written notices as are permitted by law to be posted at all district facilities to inform the public of this policy.
- e. Any employee, contractor, volunteer or other personnel of the District who receives a report of the presence or suspected presence of a weapon at a district facility has an affirmative duty to inform the principal, officer or site administrator or to otherwise initiate the emergency response plan of the facility to assure the safety of students, staff and the public.

5. DISTRICT ACTION

- a. Violation of this policy shall result in discipline of the offending employee, contractor or other personnel of the district in keeping with the terms of applicable collective bargaining agreements and contracts up to and including discharge, termination and cancellation of contract for services for employees, volunteers, contractors or other District personnel. The violation shall also be reported to local law enforcement.
- b. A member of the public who violates the policy
 - i. shall be asked to leave the premises,
 - ii. the situation shall be reported to ~~the school resource officer or other~~ law enforcement ~~department~~, then the office of Emergency Management, Safety & Security
 - iii. may be barred from future entry to school locations,
 - iv. may be escorted from the school location by law enforcement ~~officers~~, or be taken into custody by them at their sole discretion.

Original Adoption:

01/08/1991 (as Policy 4025)

Revision Dates:

03/23/1993, 09/18/2001, 05/27/2008 (all as Policy 4025), 03/11/2014

Legal References:

- 18 U.S.C. § 921 (Definition of firearm)
- 20 U.S.C. §§ 7101 – 7165 (Safe and Drug-Free Schools and Communities Act)
- Minn. Stat. § 121A.05 (Referral to Police)

- Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
- Minn. Stat § 609.66 (Dangerous Weapons)
- Minn. Stat. § 609.605 (Trespass)
- Minn. Stat. § 624.714 (Carrying of Weapons without Permit; Penalties)

MPS Policy Cross References:

- Policy 5221 (Weapons Free Schools)
- Policy 6680 (Safety, Security and Emergency Management)

SECTION 2: **AMENDMENT** “Policy 4025: Drug Free Workplace” of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

A M E N D M E N T

Policy 4025: Drug Free Workplace

1. PURPOSE

The purpose of this policy is to establish the commitment of the Minneapolis Public Schools to providing work environments for employees that are alcohol and drug free. The Board of Directors recognizes that a work environment that is free of alcohol or illegal drug use will not only be safer, healthier and more productive, but will support the academic achievement and emotional well-being of our students. Therefore, this policy also provides the authority for district to require employees to submit to alcohol or drug testing in accordance with law.

2. GENERAL STATEMENT OF POLICY

- a. The Minneapolis Public Schools Board of Education is committed to alcohol free and drug free workplaces. The Board has established this policy to address alcohol use and abuse and illegal drug use in our workplaces.
- b. The District will act to enforce this policy and to discipline or take appropriate action against any employee, contractor, volunteer or other personnel of the District or member of the public who violates this policy.

3. PROHIBITED ACTIONS

- a. The unlawful manufacture, distribution, dispensation, possession or use of alcohol or a controlled substance, or prescription medication is strictly prohibited anywhere on the District’s premises, including any vehicles owned or operated by the District, by any person, unless the possession or use of the controlled substance or prescribed medication is according to a prescription from the person’s licensed health care provider.
- b. Distribution, dispensation or non-medical use of over the counter medications or preparations is strictly prohibited anywhere on the District’s premises by any person. Non-student possession or use of over-the-counter medications and preparations is permitted for the owner of the material so long as the use is in

conformance with the manufacturer's printed instructions.

- c. Employees, contractors, volunteers or other district personnel shall not report for duty or assignment under the influence of alcohol or drugs, except those drugs prescribed for them by their licensed health care provider.
- d. Use of drugs and alcohol is also prohibited during the scheduled school or work day, including any unpaid non-duty time that occurs within the school or work day, such as lunch or other meal times or other breaks, whether or not the employee is on or off district property.
- e. Persons operating vehicles owned or leased by the district or other machinery owned or leased by the district shall not possess, use, or be under the influence of alcohol or any drug not specifically prescribed for them. Use of drugs, including over the counter medications, prescription medications and controlled substances which carry a warning against operating heavy machinery shall prohibit the operation of any district owned or leased machinery by the user regardless of the user's ability to exercise other aspects of their assigned duties.
- f. Possession on District premises, including vehicles owned or operated by or for the District, of paraphernalia associated with controlled substances is prohibited unless the possession is due to a prescription from the person's licensed health care provider.

4. EXCEPTIONS

- a. It is not a violation of this policy for a person to possess an alcoholic beverage in a school location when the possession is for the purpose of curriculum based experiments in science laboratories.
- b. It is not a violation of this policy for employees, contractors, volunteers and other personnel of the District to legally possess or use alcohol while attending an event in their capacity as employee, contractor, volunteer or other personnel of the District
 - i. if the activity held at or on premises other than District premises, and
 - ii. where the location permits the legal use or possession of alcohol and
 - iii. during which activity they do not have the responsibility for supervision, direction, transportation or control of students, and
 - iv. where the employee, contractor, volunteer or other personnel of the District will not be returning to work after the consumption of alcohol.

5. DRUG AND ALCOHOL TESTING

- a. The district may request or require that any district employee, contractor or other District personnel other than an employee whose position requires a commercial driver's license, submit to drug and alcohol testing in accordance with this policy and law. Drug and alcohol testing of employees whose position requires a commercial driver's license is addressed in Policy 4026. Testing shall be by a testing laboratory that meets statutory requirements.
- b. Random alcohol or drug testing shall not be required of any employee, contractor or other District personnel who is not employed in a safety-sensitive position.
- c. Testing for alcohol or drugs may be done if the district has a reasonable suspicion that the employee:

- i. is under the influence of drugs or alcohol;
 - ii. has violated the district policy or work rules prohibiting the use, possession, sale, manufacture, dispensation or distribution of drugs or alcohol while the employee is working or while the employee is on district premises;
 - iii. has sustained a personal injury in the course of their employment or for which a claim of worker's compensation or other claim against the district might be made;
 - iv. has caused another employee to sustain a personal injury in the course of the other employee's employment or for which a claim against the district might be made;
 - v. has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.
- d. Testing may be required as part of the employee's participation in any chemical dependency treatment under an employee benefit plan, or to which the employee has been referred by the district.
- e. If the employee's position requires a routine physical examination, alcohol or drug testing may be part of the examination if
- i. the routine exam is required or requested no more than once annually;
 - ii. the employee is given two (2) weeks' advance written notice that an alcohol or drug test may be administered as part of the examination.
- f. The District has no legal duty to request or require any employee, contractor, or other District personnel to undergo alcohol or drug testing, if the employee, contractor, or other District personnel is not required to have a commercial driver's license by the terms of their position.

6. RESPONSIBILITY

- a. It is the responsibility of every employee, contractor, volunteer, other personnel of the District and members of the public to comply with this policy.
- b. Each employee, contractor, volunteer and other personnel of the District shall be provided with written notice of this Drug Free Workplace policy and shall be required to acknowledge that she or he has received the policy. Failure to acknowledge receipt of the policy may subject the employee, contractor or other District personnel to disciplinary action, up to and including suspension without pay or termination.
- c. Any employee or contractor who is engaged either directly or indirectly in performance of a federal grant shall notify his or her supervisor in writing of his or her conviction of any criminal drug statute for a violation occurring in any of the places above on which work on a school district federal grant is performed no later than five (5) calendar days after such conviction. This notice is a condition of their continued employment in that federal grant.
- d. Any employee who is charged with a violation of any criminal drug statute shall notify their supervisor of such a charge within five (5) calendar days after being charged.
- e. Any employee or contractor who is convicted of any criminal drug statute shall

notify their supervisor in writing of such a charge within five (5) calendar days after being convicted.

- f. Each work site shall display a notice that the district has adopted a policy regarding drug and alcohol testing of employees, contractors, or other District personnel.
- g. Employees, contractors and other district personnel whose positions do not require a commercial driver's license may refuse to comply with a request or requirement for alcohol or drug testing, however such a refusal may result in disciplinary action up to and including immediate termination of employment.
- h. The District shall give a person who has undergone alcohol or drug testing at the request or requirement of the district under this policy notice of the test results within three (3) working days after receipt of the test result report from the testing laboratory.
- i. The District shall give a person who has undergone alcohol or drug testing at the request or requirement of the district under this policy and whose test has had a positive test result for alcohol or drugs written notice of the person's right to explain the positive results and to submit additional information allowed by law, and to request a confirmatory retest:
 - i. the district may request the person to indicate any over-the-counter or prescription medication that the person is currently or has recently taken; and
 - ii. the district may request the person to indicate any other information relevant to the reliability of, or an explanation for, a positive result.
 - iii. the person shall have three (3) working days from the date of the notice to submit information that purports to explain a positive result or to request a confirmatory retest.
 - iv. Retests requested by the person shall be of the original sample and shall be at the person's own expense.
- j. If a confirmatory retest does not confirm the original positive results of a test, no adverse personnel action based upon the original test may be taken against the employee.

7. DISTRICT ACTION

- a. Violation of this policy shall result in discipline of the offending employee, contractor or other District personnel in keeping with the terms of this policy and collective bargaining agreements and contracts up to and including discharge, termination and cancellation of contract for services.
- b. Violation of this policy by a volunteer shall result in a termination of the certification of the volunteer to be assigned to a classroom or other school activities for a reasonable period of time, based on the circumstances of the occasion, including the frequency and severity of violation(s).
- c. For employees, contractors or other District personnel who have been required or requested to undergo alcohol or drug testing, the district shall take no disciplinary action unless:
 - i. the testing includes a confirmatory positive result, or

- ii. the employee has refused to comply with a request or requirement to be tested
- d. The District may temporarily suspend with or without pay or transfer an employee, contractor, or other District personnel to another position at the same rate of pay pending the outcome of alcohol or drug testing, provided that the District believes that it is reasonably necessary to protect the health or safety of the person, students, co-employees, or the public.
- e. Employees or other District personnel who have been suspended without pay must be reinstated with back pay if the outcome of alcohol or drug confirmatory testing or retesting is negative.
- f. Contractors whose services have been suspended shall have an adjustment in their contract appropriate for the circumstances.
- g. An employee who violates the terms of this policy may be required by the District to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the District. Any employee who fails to satisfactorily participate in and complete such a required program is subject to non-renewal, suspension or termination as deemed appropriate by the school board.
- h. A member of the public who violates the policy shall be informed of the policy and asked to leave the district premises. Failure to leave may lead to being reported to ~~the school resource officer or~~ local law enforcement agencies, and escort off the premises by law enforcement officers, or arrest. Failure to comply with this policy by a member of the public may result in the person's prohibition from the premises.
- i. Information regarding alcohol and drug testing results, requests or requirements are private data on individuals and may not be disclosed by the district to another employer, a third-party individual, governmental agency, or private organization without the written consent of the individual requested to be tested or tested. However, evidence of a positive confirmatory test may be:
 - i. used in an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing, or a judicial proceeding so long as the information is relevant to the proceeding;
 - ii. disclosed to any federal agency or other unit of the United States government as required by federal law, regulation or order, or in accordance with a federal government contract; and
 - iii. disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment of the person tested.

Original Adoption:

01/08/1991

Revision Dates:

03/23/1993, 09/18/2001, 05/27/2008, 03/11/2014

Legal References:

- 20 U.S.C. §§ 7101 – 7165 (Safe and Drug-Free Schools and Communities Act)
- 21 U.S.C. § 812 (Schedules of Controlled Substances)
- 41 U.S.C. §§ 701-707 (Drug-Free Workplace Act)
- 21 C.F.R. §§ 1308.11 – 1308.15 (Controlled Substances)
- 34 C.F.R. Part 84 (Government-wide Requirements for Drug-Free Workplace)
- Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
- Minn. Stat. § 121A.05 (Referral to Police)
- Minn. Stat. §§ 181.950 -181.957 (Drug and Alcohol Testing in the Workplace)
- Minn. Stat. § 609.605 (Trespass)
- Minn. Stat. § 609.684 (Sale of Toxic Substances to Children; Abuse of Toxic Substances)

MPS Policy Cross References:

- Policy 1040 (Student and Staff Data Protection)
- Policy 5631 (Drug-free Schools,)
- Policy 5680 (Search of Students/ Lockers/ Desks/ Motor Vehicles)
- Policy 6680 (Safety, Security and Emergency Management)

SECTION 3: **AMENDMENT** “Policy 5221: Weapons Free Schools” of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

A M E N D M E N T

Policy 5221: Weapons Free Schools

1. PURPOSE

The purpose of this policy is to establish the commitment of the Minneapolis Public Schools to provide school environments that are safe for students, staff and the public. Establishing a weapons free school zone is one element of creating that safe environment.

2. GENERAL STATEMENT OF POLICY

- a. The Minneapolis Public Schools Board of Directors is committed to weapons-free schools. The Board has established this policy to address violence and potential violence including weapons possession on district premises. The Board also recognizes that students need the assistance of the adults in their homes, communities and schools to assist in creating weapons-free environments. Cases of students who innocently or unintentionally bring weapons to school shall be given special consideration given the developmental abilities of students to make distinctions and choices regarding weapons carried

or found to or at school.

- b. No student shall possess, use, transfer, distribute or manufacture a weapon or ammunition to be used as a weapon or by a weapon when in a school location, unless the possession, use or transfer meets an exception to this general statement established in this policy.
- c. The district shall take disciplinary action and any other appropriate action against any student who violates this policy.

3. EXCEPTIONS

- a. A student who finds a weapon or ammunition on the way to school, or in a school location, or a student who discovers that he or she accidentally or unintentionally has a weapon or ammunition in his or her possession who takes the weapon or ammunition immediately after discovery or arrival at school to the principal's office shall not be considered to be in possession of a weapon or ammunition. If the student believes that it would be impracticable or dangerous to take the weapon or ammunition to the principal's office, the student shall not be considered to possess the weapon or ammunition if:
 - i. he or she immediately turns the weapon or ammunition over to:
 - (1) an administrator, or
 - (2) a teacher, or
 - (3) other school staff, or
 - (4) a head coach, or
 - ii. he or she immediately notifies any of the persons identified above of the location of the weapon or ammunition, or shows one of them the location.
- b. It is not a violation of this policy for a student to possess a dangerous weapon, or replica firearm as part of the student's participation as a ceremonial color guard when such weapon or replica firearm is part of the regular uniform or ceremony of the color guard.
- c. It is not a violation of this policy to possess, use, distribute, transfer or manufacture appropriate equipment and tools required by a student's course of study or participation in an approved student activity when such equipment and tools are properly possessed, used, transferred, manufactured or stored. However, when authorized instructional and work equipment or tools are used in a potentially dangerous or threatening manner, such possession and use will be treated as the possession and use of a weapon.

4. RESPONSIBILITY

- a. It is the responsibility of every student to comply with this policy at every school location.
- b. The principal of every school shall cause notice of this policy to be disseminated to every student enrolled in her or his school.
- c. The Superintendent or Superintendent's designee shall cause such written notices as are permitted by law to be posted at all district facilities.
- d. Every student has an affirmative responsibility to report, upon knowledge, belief or reasonable suspicion the existence or location of any weapon at any district location to a staff person as soon as is practicable. Reports made in good

faith shall not subject the reporter to disciplinary action, even if no weapon is actually found.

- e. Every district employee upon notice or report from a student of the possible existence of a weapon at any district location shall notify the principal, ~~the school resource officer~~ and shall follow the school or location emergency plan to assure the safety of students, staff and the public.

5. DISTRICT ACTION

- a. Violation of this policy shall result in discipline of the offending student by:
 - i. Consideration for immediate suspension out of school;
 - ii. Confiscation of the weapon, ammunition, or device used as a weapon;
 - iii. Immediate notification of ~~school resource officer, and may also include notification of~~ local law enforcement;
 - iv. Notification of parent or guardian; and
 - v. Recommendation to the Superintendent for an expulsion of the student from school for at least one year.
- b. Any student who intentionally brings a firearm, as defined by federal law, will be expelled for at least one year. The Board of Directors may modify this requirement on a case-by-case basis
- c. The Board of Directors authorizes the Superintendent to exercise administrative discretion in determining whether or not, under all the circumstances of the case, the possession, use or distribution of a weapon by a student warrants a course of action other than the minimum consequences specified above. In the event the Superintendent makes findings in the case that a lesser disciplinary action, or no disciplinary action, is warranted, he or she shall make that recommendation to the Board of Directors, including any other appropriate action recommended to be taken. The Superintendent may take into consideration any of the following in making a recommendation for other than expulsion:
 - i. The age and understanding of the student and whether or not the student has the understanding and ability to form the requisite intent to bring a firearm to school.
 - ii. Whether or not the weapon was displayed to other students;
 - iii. Whether or not the student voluntarily surrendered the weapon or indicated its location to a staff member;
 - iv. Whether or not the student intentionally concealed the weapon to prevent its discovery by a staff member;
 - v. Whether or not the student was cooperative in the investigation of a report of a weapon.
 - vi. Whether or not the student was under suspension when the weapon was brought to a school location.

Original Adoption:

01/08/1991 (as Policy 4025)

Revision Dates:

03/23/1993, 09/18/2001, 05/27/2008 (all as Policy 4025), 03/11/2014

Legal References:

- 18 U.S.C. § 921 (Definition of firearm)
- 20 U.S.C. §§ 7101 – 7165 (Safe and Drug-Free Schools and Communities Act)
- Minn. Stat. § 121A.05 (Referral to Police)
- Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
- Minn. Stat § 609.66 (Dangerous Weapons)
- Minn. Stat. § 609.605 (Trespass)
- Minn. Stat. § 624.714 (Carrying of Weapons without Permit; Penalties)

MPS Policy Cross References:

- Policy 4021 (Weapons Free Workplace)
- Policy 5200 (Behavior Standards and Code of Conduct)
- Policy 5631 (Drug Free Schools)
- Policy 6680 (Safety, Security and Emergency Management)

SECTION 4: **AMENDMENT** “Policy 5620: Releasing Students To Police” of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

A M E N D M E N T

Policy 5620: Releasing Students To Police

1. PURPOSE

Minneapolis Public Schools understands the importance of cooperating with police officers in law enforcement and crime prevention. The schools also must protect their students’ interest in receiving an education, which is the primary purpose of the school. Good relations between the schools and the various law enforcement agencies are fostered by understanding the respective roles and responsibilities of the different entities when they interact. The purpose of this policy is to establish the procedures for access to students by police officers during the school day, and to clarify the responsibilities of district staff in responses to requests from law enforcement officers to question students or to release students to them.

2. GENERAL STATEMENT OF POLICY

- a. ~~School Resource Officers are law enforcement officers assigned and trained to work with school administrations. This policy does not apply to School Resource Officers who are subject to contractual agreements with the district.~~
- b. Generally, students may not be released to law enforcement officers during the school day, except as otherwise provided by law or this policy.
- c. Law enforcement officers may be called to the school if the principal or site

administrator, or their designee, has reason to believe that a crime has been committed on school grounds or there is a significant safety concern. Law enforcement officers shall determine whether or not a crime has been committed.

- d. Law enforcement officers who seek entry into a school for official business must first contact the principal, site administrator or their designee for permission to enter the school unless exigent circumstances exist. Requests from law enforcement officers who seek entry into a school may also be relayed to the school administration through the Office of Emergency Management, Safety & Security. ~~Requests may also be relayed to the school administration through the designated School Resource Officer for the District or school.~~
- e. In any contact between a law enforcement officer and a student, officers and staff shall endeavor to avoid any undue embarrassment of the student before students or staff.
- f. In any contact between a law enforcement officer and a student, officers and staff shall endeavor to avoid disrupting the educational program of the student or the school.
- g. Students not under custodial arrest may not be released to law enforcement officers, or interviewed by them at school, without prior parental permission, however if reasonable attempts to reach a parent or emergency contacts identified by the parent fail, the principal has the discretion to either allow an interview of the student in the principal's presence, or to request that the law enforcement officer attempt an interview of the student at a different time and or place, unless such permission or notice of the request for contact is specifically prohibited by law.
- h. Law enforcement officers may not remove a student from the school premises without signing a District provided release form accepting responsibility for the student.
- i. No student shall be surrendered to a private organization, or to a private investigator or detective, or representative of any attorney.
- j. Custodial arrests made at school shall be made at the discretion of the law enforcement officer ~~or the School Resource Officer~~, guided by whether the student is a danger or threat to him or herself or others, is likely to flee or to engage in further criminal conduct.
- k. Law enforcement officers making a custodial arrest of a student shall determine the degree of control of the arrested student is necessary to ensure the safety of the student, other students, staff, and the law enforcement officer.
- l. Law enforcement officers other than Minneapolis Police Department officers must coordinate attempts to arrest students at school with the Office of Emergency Management, Safety & Security and/or ~~the School Resource Officer and/or~~ the Minneapolis Police Department and the school administration. School staff may require the presence of a Minneapolis Police Department officer to allow entry to other agency's officers.

3. RESPONSIBILITIES

- a. The Superintendent is authorized to promulgate regulations to implement this

policy.

b. Principals and site administrators are responsible to implement this policy with fidelity.

~~c. District staff that negotiates with law enforcement agencies to provide School Resource Officers to the District are responsible for communicating this policy to those agencies.~~

Original Adoption:

04/25/1967

Revision Dates:

10/12/1971, 08/28/1973, 09/30/1975, 06/12/1984, 09/13/1994, 6/26/2012

Legal References:

- Minn. Stat. §13.32 (Educational Data)

MPS Policy Cross References:

- Policy 1040 (Data Practices Compliance)
- Policy 1480 (Visits to Schools)
- Policy 1540 (Complaints Concerning School Personnel)
- Policy 1541 (Response to Violence and Disruption)
- Policy 5200 (Citywide Discipline)
- Policy 5621 (Use of Peace Officers and Crisis Management Teams to Remove Students from School Property)
- Policy 5631 (Drug-Free Schools, Chemical Health, Chemical Use and Abuse)
- Policy 5635 (Reporting Maltreatment of Minors and Vulnerable Adults)
- Policy 5680 (Search of Students/Lockers/Desks/Motor Vehicles)
- Policy 6680 (Safety, Security and Emergency Preparedness)

PASSED AND ADOPTED BY THE MINNEAPOLIS PUBLIC SCHOOLS BOARD OF DIRECTORS _____.

| | AYE | NAY | ABSENT | ABSTAIN |
|----------|------------|------------|---------------|----------------|
| Arneson | _____ | _____ | _____ | _____ |
| Felder | _____ | _____ | _____ | _____ |
| Ali | _____ | _____ | _____ | _____ |
| Walser | _____ | _____ | _____ | _____ |
| Inz | _____ | _____ | _____ | _____ |
| Jourdain | _____ | _____ | _____ | _____ |
| Caprini | _____ | _____ | _____ | _____ |
| Pauly | _____ | _____ | _____ | _____ |
| Ellison | _____ | _____ | _____ | _____ |

Presiding Officer

Attest

Kim Ellison, Chair, Minneapolis
Public Schools

Josh Pauly, Clerk, Minneapolis Public
Schools

SPECIAL SCHOOL DISTRICT NO. 1
Board of Education

November 10, 2020

Resolution Setting School Start and End Times

WHEREAS, Minneapolis Public Schools (MPS) Policy 6132 states that the Superintendent shall recommend school start and end times (school bell times) to the Board of Education for approval; and

WHEREAS, changes to the school bell times are needed to help achieve the goals of increasing student out-of-school time program participation, using resources efficiently and equitably, and improving the transportation experience for students and families; and

WHEREAS, changes to the school bell times are needed to align to the structural changes approved in the Comprehensive District Design (CDD).

SO, THEREFORE, BE IT RESOLVED, that the Board of Directors, Special School District No. 1 hereby sets the school start and end times as proposed in file 2020-0055A, effective beginning with the 2021-2022 school year; and

FURTHER BE IT RESOLVED, that the Superintendent, upon notification to the Board of Education, is authorized to modify the approved times by no more than 10 minutes to accommodate unforeseen circumstances; and

FINALLY, BE IT RESOLVED, that the Board of Education shall receive regular updates on implementation of the new bell times schedule.

Signed by:

Kim Ellison
Board of Education Chairperson

Date

Josh Pauly
Board of Education Clerk

Date

| School | Proposed Bell Times | | | | Current Bell Times | | | School Demographics | | |
|--------------------------|---------------------|------------------|------------------|-----------------|--------------------|-----------------|-----------------|---------------------|------------|------------|
| School Name | Proposed Tier | Proposed AM Bell | Proposed PM Bell | Minutes Changed | Current Tier | Current AM Bell | Current PM Bell | School Level | School SOC | School FRL |
| BRYN MAWR | 1 | 7:30 | 2:00 | -70 | 3 | 8:40 | 3:10 | ES | 89.2% | 82.3% |
| EMERSON | 1 | 7:30 | 2:00 | 0 | 1 | 7:30 | 2:00 | CITYWIDE K5 | 73.5% | 57.4% |
| HALL | 1 | 7:30 | 2:00 | 0 | 1 | 7:30 | 2:00 | CITYWIDE K5 | 79.1% | 71.5% |
| JEFFERSON | 1 | 7:30 | 2:00 | -120 | 5 | 9:30 | 4:00 | CITYWIDE K8 | 70.7% | 66.8% |
| JENNY LIND | 1 | 7:30 | 2:00 | 0 | 1 | 7:30 | 2:00 | ES | 83.6% | 76.2% |
| SHERIDAN | 1 | 7:30 | 2:00 | 0 | 1 | 7:30 | 2:00 | CITYWIDE K5 | 76.5% | 67.8% |
| SULLIVAN/ANISHINABE | 1 | 7:30 | 2:00 | -70 | 3 | 8:40 | 3:10 | CITYWIDE K5&K8 | 77.3% | 71.9% |
| ARMATAGE | 2 | 8:05 | 2:35 | 35 | 1 | 7:30 | 2:00 | ES | 23.0% | 13.5% |
| BETHUNE | 2 | 8:05 | 2:35 | -65 | 4 | 9:10 | 3:40 | CITYWIDE K5 | 87.7% | 87.5% |
| CITYVIEW | 2 | 8:05 | 2:35 | 0 | 2 | 8:05 | 2:35 | ES | 86.9% | 85.0% |
| HMONG | 2 | 8:00 | 2:30 | 30 | 1 | 7:30 | 2:00 | ES | 94.9% | 86.5% |
| LUCY LANEY | 2 | 8:05 | 2:35 | -35 | 3 | 8:40 | 3:10 | ES | 87.3% | 84.2% |
| NELLIE STONE JOHNSON | 2 | 8:05 | 2:35 | 0 | 2 | 8:05 | 2:35 | ES | 94.5% | 90.4% |
| PILLSBURY | 2 | 8:05 | 2:35 | 35 | 1 | 7:30 | 2:00 | ES | 71.3% | 69.0% |
| PRATT | 2 | 8:05 | 2:35 | -65 | 4 | 9:10 | 3:40 | ES | 81.8% | 73.7% |
| WEBSTER | 2 | 8:15 | 2:45 | 10 | 2 | 8:05 | 2:35 | ES | 79.0% | 72.6% |
| MONA MOEDE | 2.5 | 8:20 | 2:50 | 0 | 2.5 | 8:20 | 2:50 | H5 | NULL | NULL |
| ANDERSEN | 3 | 8:40 | 3:10 | 50 | 1 | 7:30 | 2:00 | CITYWIDE 6-8 | 74.3% | 67.4% |
| ANTHONY | 3 | 8:40 | 3:10 | -50 | 5 | 9:30 | 4:00 | MS | 21.9% | 15.4% |
| ANWATIN | 3 | 8:40 | 3:10 | -50 | 5 | 9:30 | 4:00 | MS | 78.5% | 64.7% |
| FOLWELL | 3 | 8:25 | 2:55 | -15 | 3 | 8:40 | 3:10 | ES | 81.8% | 78.8% |
| FRANKLIN | 3 | 8:40 | 3:10 | -50 | 5 | 9:30 | 4:00 | CITYWIDE 6-8 | 75.6% | 69.5% |
| JUSTICE PAGE | 3 | 8:45 | 3:15 | -45 | 5 | 9:30 | 4:00 | MS | 45.9% | 39.2% |
| LORING | 3 | 8:25 | 2:55 | -15 | 3 | 8:40 | 3:10 | ES | 70.1% | 70.5% |
| LYNDALE | 3 | 8:25 | 2:55 | -15 | 3 | 8:40 | 3:10 | ES | 82.6% | 73.2% |
| NORTHEAST | 3 | 8:40 | 3:10 | -50 | 5 | 9:30 | 4:00 | MS | 69.3% | 64.7% |
| OLSON | 3 | 8:40 | 3:10 | -50 | 5 | 9:30 | 4:00 | MS | 88.9% | 75.7% |
| SANFORD | 3 | 8:40 | 3:10 | -50 | 5 | 9:30 | 4:00 | MS | 41.8% | 40.7% |
| BANCROFT | 4 | 9:10 | 3:40 | 30 | 3 | 8:40 | 3:10 | ES | 56.2% | 52.5% |
| BURROUGHS | 4 | 9:10 | 3:40 | 0 | 4 | 9:10 | 3:40 | ES | 10.7% | 3.8% |
| FIELD | 4 | 9:10 | 3:40 | 65 | 2 | 8:05 | 2:35 | ES | 21.5% | 9.4% |
| HALE | 4 | 9:10 | 3:40 | 100 | 1 | 7:30 | 2:00 | ES | 21.3% | 13.7% |
| KEEWAYDIN/WENONAH | 4 | 9:10 | 3:40 | -30 | 5 | 9:40 | 4:10 | ES | 35.8% | 36.2% |
| LAKE HARRIET LOWER/UPPER | 4 | 9:15 | 3:45 | -25 | 5 | 9:40 | 4:10 | ES | 16.8% | 4.4% |
| NORTHROP | 4 | 9:10 | 3:40 | 0 | 4 | 9:10 | 3:40 | ES | 25.8% | 19.2% |

| | | | | | | | | | | |
|---------------|---|------|------|-----|---|------|------|-------------|-------|-------|
| WAITE PARK | 4 | 9:10 | 3:40 | 0 | 4 | 9:10 | 3:40 | ES | 32.2% | 33.3% |
| WHITTIER | 4 | 9:10 | 3:40 | -30 | 5 | 9:40 | 4:10 | ES | 85.5% | 80.6% |
| BARTON | 5 | 9:30 | 4:00 | 50 | 3 | 8:40 | 3:10 | ES | 44.2% | 35.1% |
| DOWLING | 5 | 9:30 | 4:00 | 50 | 3 | 8:40 | 3:10 | ES | 44.1% | 34.4% |
| GREEN | 5 | 9:30 | 4:00 | 85 | 2 | 8:05 | 2:35 | CITYWIDE K5 | 78.2% | 67.0% |
| HIAWATHA/HOWE | 5 | 9:30 | 4:00 | 60 | 4 | 8:30 | 3:00 | ES | 31.9% | 26.2% |
| KENNY | 5 | 9:30 | 4:00 | 85 | 2 | 8:05 | 2:35 | ES | 12.6% | 3.6% |
| KENWOOD | 5 | 9:30 | 4:00 | 85 | 2 | 8:05 | 2:35 | ES | 28.4% | 20.7% |
| MARCY | 5 | 9:30 | 4:00 | 50 | 3 | 8:40 | 3:10 | CITYWIDE K5 | 66.3% | 64.1% |
| SEWARD | 5 | 9:30 | 4:00 | 120 | 1 | 7:30 | 2:00 | CITYWIDE K5 | 57.4% | 51.5% |
| WINDOM | 5 | 9:30 | 4:00 | 120 | 1 | 7:30 | 2:00 | ES | 39.8% | 29.6% |

Equity Considerations for Practices

Bell Time Schedule | October 2020

Senior Officer Karen DeVet

Karen.DeVet@mpls.k12.mn.us

Guide for Completing the Document

The Equity Considerations for Practices document is designed to walk department or division leaders through recommended steps for an equity-driven practice change process. You are being requested to complete an Equity Considerations document because you are proposing district-wide practice changes and/or practice changes that significantly impact student learning or resource allocation. A practice is an expected procedure, process, repeated activity, or way of doing something. It is generally driven by a policy. Examples of changes to a practice that could require the completion of an Equity Considerations document include but are not limited to, curriculum changes for pre-K-12 grade students, changes to grading practices, and changes to required student assessments. The following are common thresholds that would activate a need to complete an EDIA.

Significant Impact on Student Learning:

- Impacts all students in the district
- Impacts all students within an attendance zone
- Impacts all students within a school
- Impacts all students within a district-wide grade band
- Impacts 5,000 or more students
- Impacts 30% of students from a protected class*

Significant Impact on Resource Allocation:

- Equal to/greater than 30% of your budget
- Equal to/greater than 30% of the MPS District budget

*Protected class defined in the MPS Policy 1304 include: 1. race 2. culture 3. color 4. creed or religion 5. national origin 6. gender 7. mental and physical ability 8. age 9. marital status 10. family structure 11. citizenship status 12. sexual orientation or affectional preference 13. gender identity or expression 14. economic status 15. veteran's status 16. any other protected class in conformance with federal, state and local laws.

There are a few things to keep in mind as you're completing this form:

- Using a Google Doc will ensure that you can update this document as a running record through the development of your proposal.
- As you complete the document, consider how messaging would be perceived and/or understood by board directors, families, and community members.
- Be sure to spell out acronyms to ensure that board directors, families, and community members understand what you may be referring to.
- Avoid using jargon or language that may not be accessible to anyone who is unfamiliar with the practice and its related policy/ies.
- Completing an Equity Considerations document does not imply that you will receive approval. Your document will be reviewed by an internal team who will provide feedback and considerations on your proposal. This team

will also determine whether your proposal is approved or not. This document may also be available for review by the EDIA Committee, senior officers, the Superintendent, and/or the Board of Education.

- The information that you record in this document may eventually be made public.

If you have any questions, feel free to reach out to the EDIA Team. *Please submit this document to any member of the EDIA Team:*

- Leona Thao, Evaluation Specialist, leona.thao@mpls.k12.mn.us
- James Gleckner, Evaluation Specialist, james.gleckner@mpls.k12.mn.us
- Sarah Hunter, Director of Accountability, sarah.hunter@mpls.k12.mn.us

Proposed Practice Change

Describe what practice you propose to change (adopt, modify, and/or eliminate).

| | |
|---|---|
| <p>Current Practice <i>If applicable, summarize the current practice. If possible, provide a link to overview or summary documents related to the practice.</i></p> | <p>MPS' current bell time schedule has had small tweaks and changes over the years with the result of increasing costs while decreasing the department's service levels, particularly on-time arrivals. A holistic review and proposal is needed to meet Comprehensive District Design (CDD) goals, while improving Transportation's service levels. The 2019-20 bell time schedule had a 5 tier bell time schedule with 29 unique bell times.</p> |
| <p>Proposed Practice Change <i>Summarize any proposed changes to a current practice. Or, if it is a new practice you are proposing, summarize it here.</i></p> | <p>Align the bell time schedule to the CDD with the goal of increasing participation in after-school activities and increased efficiency and cost savings in the Transportation department. Tied to the implementation of the CDD, the bell time schedule will be informed by new city-wide magnets and reduced walk zones for a selection of community schools. Middle schools are proposed to shift from the 5th tier on the bell time schedule (5th tier schools have a start time of 9:30 a.m. and end time of 4:00 p.m.) to align with high schools on the 3rd tier (8:40 a.m. start and 3:40 p.m. end).</p> |

Specify which student groups you anticipate will be positively impacted by the proposed practice change, and how.

| Student Groups Positively Impacted | How the Proposed Practice will Positively Impact Them |
|--|--|
| <ul style="list-style-type: none"> • Students at schools with high percentages of Free & Reduced Lunch benefits and Racially Identifiable schools. • Middle school students. | <ul style="list-style-type: none"> • Modified bell times free up buses so afterschool enrichment is possible at schools that didn't have it before • Elementary schools with high percentages of Free & Reduced Lunch and/or Racially Identifiable will have priority for earlier start times to support increased participation in after-school activities. • Middle schools are proposed to shift from the 5th tier on the bell time schedule (5th tier schools have a start time of 9:30 a.m. and end time of 4:00 p.m.) to align with high schools on the 3rd tier (8:40 a.m. start and 3:40 p.m. end). This allows for better access to after-school activities and to prepare students for transition to high school. |

Meaningful Inclusion of Diverse Perspectives on the Proposed Practice Change

Describe the ways in which you've worked to ensure that you have meaningfully included diverse perspectives from internal and external stakeholder groups in the planning of the proposed practice change.

Explain who you engaged with, how they were engaged, and when these engagements took place. When explaining how you engaged with stakeholders, specify whether you informed (shared information with stakeholders), consulted (shared information with and gathered feedback from stakeholders), or collaborated (partnered with to inform, gather feedback, and co-constructed the proposed change).

If you had trouble with engagement, you could also use the space to identify ways you tried to engage stakeholders. You can also describe how you used information gathered in the past to inform your proposal process.

| Internal Engagement including staff | External Engagement including students, families, and community members |
|---|--|
| <p>Principal Engagement Session</p> <ul style="list-style-type: none"> ● Collaborative engagement ● Virtual meeting held May 28, 2020 ● Principals and other building administrators expressed interest in participating in this session via the Building Administrator Workgroup survey. ● In advance of Edulog drafting a proposed bell time schedule, the Operations Division engaged Principals and building admin in a discussion to capture considerations and parameters to help inform and shape the proposal. ● Group included Amy Nelson, Andrea Skiba, Anthony Sicoli, Brett Stringer, Joan Franks, Jessica Skowronek, Kevin Oldenburg, La Shawn Ray, Mai Chang Vue, Megan O'Connor, Mark Stauduhar, Michael Luseni, Padmini Udupa. <p>Targeted reach out to related departments</p> <ul style="list-style-type: none"> ● Consultative engagement ● Emailed individuals 10/8 ● Requested review and share additional considerations prior to drafting the final bell time schedule proposal. Many of these departments were included in the Steering Committee as well. ● Implementation of a new bell time schedule will have direct impact on ALC and Community Ed, requiring coordination between their teams and Transportation. <p>Transportation Team</p> <ul style="list-style-type: none"> ● Collaborative engagement ● Initial meeting: February 26, 2020 ● Follow up virtual meeting: August 20, 2020 ● Final virtual meeting: October 8, 2020 ● Transportation managers provided considerations | <p>Climate Survey (external and internal stakeholder engagement)</p> <ul style="list-style-type: none"> ● Informative engagement ● Survey shared with MPS families and staff June 16-29, 2020 (see July 28, 2020 CDD Implementation Update Presentation) ● The bell time schedule project was able to include a few questions within broader survey. ● Included 3 high-level bell time questions focused on identifying an ideal start time for elementary, middle and high schools. ● There were 5,686 responses in total; 5,201 families, 276 community members and 209 staff members responded. The vast majority of respondents (82%) were white families residing in South and Southwest Minneapolis. All other racial groups and areas of the city represented less than 20% of responses. It was not a representative mix of MPS families as a whole. ● Respondents preferred school start times that closely mimic the typical work day, ideally with start times for elementary schools between 7:30 a.m and 8:45 a.m. This type of schedule would drastically increase the need for additional buses and drivers on the road at one time. <p>Bell Time Schedule Steering Committee (external and internal stakeholder engagement)</p> <ul style="list-style-type: none"> ● Consultative engagement ● Initial virtual meeting: July 1, 2020 ● Feedback meeting: July 29, 2020 ● Committee responsible for reviewing 5 proposed schedules, share information with their respective communities and share feedback with |

and existing parameters to help inform and shape a new bell times schedule. Managers have continued to be engaged, reviewing proposals and offering additional considerations based on their extensive experience.

the project team. Feedback was received and shared with Edulog for alterations to bell time schedules, now narrowed down to 2 proposals.

- Total of 39 members, which included MPS Principals, classroom staff, MPS parents and district-level staff including representatives from Community Education, Athletics, Transportation, Afterschool Programming, Student Placement, Engagement, Career & Technical Education, Finance and Diversity.

School Community Engagement

- Consultative engagement
- Virtual meetings held September 28 - October 15, 2020
- On behalf of the project team, Principals shared a narrated presentation with their school community and gathered feedback.
- The presentation was translated to Hmong, Spanish and Somali and posted on Transportation's public-facing website.
- Principals gathered groups' feedback and shared with project team.
- Participating schools: Bethune, Bryn Mawr, Burroughs, Franklin, Hale, Hiawatha/Howe, Jefferson, Justice Page, Keewaydin, Lake Harriet Upper & Lower, Lyndale, Northrop, Pratt, Sanford, Seward, Wenonah.
- Also viewed by Student Government, Athletic Directors and Family Liaisons with feedback received from all groups.

Family Resource Video

- Informative engagement
- Shared via Facebook and Twitter on Thursday, October 15, 2020

Identify the Current Problem

Describe what data (including conversations with stakeholders) tells you about possible existing student inequities. Include the evidence in this section, or you may send the EDIA team the data that supports why there is a need for the proposed practice change.

The 2019-20 bell time schedule had a 5 tier bell time schedule with 29 unique bell times.

- Transportation has been provided and expanded to support student enrollment, however, this taxes and stresses the transportation system to the point where service standards, such as on-time arrivals, cannot be maintained. This decline in service (e.g., on-time arrivals) has negatively affected the district and enrollment.
- Over the years, there have been numerous changes to schools' start and end times which have resulted from an inconsistent practice for requesting and implementing bell time changes; sometimes these changes are not within the control of transportation.

- A comprehensive review of the bell time schedule was last approved by the Board of Education and implemented in the school year 2010-11 due to boundaries and program changes. Over the last 10 years, middle and high school have been able to choose their own bell time. The Transportation department had made small adjustments to bell times based on yearly budget cuts.

[Student Placement Equity and Diversity Impact Assessment \(EDIA\) Family and Student Surveys - Sept-Oct 2019](#)

For many students and families using the MPS transportation service, a school day begins/ends when the student gets on/off the bus. Survey responses from the Student Placement EDIA show that students and families want transportation that meets their needs. Adapting bell times is intended to improve transportation service (e.g., efficiency, lower costs) to better meet families' needs.

- The survey asked families and students what they look for when choosing a school.
 - 42% of parent respondents and 62% of student respondents said they look for a school that provides transportation that meets their needs.

[Comprehensive District Design Community Survey - Jan-Feb 2020](#)

Middle school students currently have lower rates of participation in after-school activities due to their late release time. Late release schools also have more difficulty in recruiting staff to lead after-school programs. The proposed bell time schedule moves middle school start times earlier to increase participation.

- The survey asked community members, "What areas would you prioritize the use of resources above and beyond what is already allocated?"
 - 38.1% of respondents said that afterschool programming was a high priority and 44.4% said it was a medium priority
 - Over 50% of African American/Black and American Indian/Alaskan Native respondents said that afterschool programming was a high priority

[Broad base of national literature showing student participation in after-school programs results in positive impacts to academics, increased student engagement during the school day and improved school attendance.](#)

- Middle school students currently have lower rates of participation in after-school activities due to their late release time. Late release schools also have more difficulty in recruiting staff to lead after-school programs. The proposed bell time schedule moves middle school start times earlier to increase participation.

Describe what the potential root causes or factors are that contributed to the inequity/ies - including factors that are within MPS' locus of control as well as factors that are outside of MPS' locus of control.

Naming what is within or outside of your locus of control informs decision makers about what possible measures may need to be taken, including legislative efforts and/or partnerships to be built to tackle the root causes.

| Root Causes or Factors (within MPS' locus of control) | Root Causes or Factors (outside of MPS' locus of control) |
|--|--|
| <ul style="list-style-type: none"> ● Transportation has allowed small adjustments to bell times on a school by school basis which has caused inefficiencies within the Transportation department and inequities for schools. ● Recruiting staff members to lead after-school programs, particularly at late release schools. ● Recruiting and retaining student participants for after-school programs. | <ul style="list-style-type: none"> ● Industry wide driver shortage ● McKinney Vento Act and impact to transportation for Homeless & Highly Mobile students |

Equity Considerations if the Proposal is Implemented

Identify any related practices and/or core functions that may be impacted by the proposed practice change. This could include internal (division and/or department) team structures, staffing, roles, and responsibilities as well as any state or federal level mandates.

- Afterschool Programming (Area Learning Center department)- recruiting students and staffing programs in different locations
- Community Education programming- recruiting students and staffing programs in different locations
- Athletics
- Minneapolis Kids - location and times of programs
- Student Placement- awareness of change
- External partners providing after-school programming

Furthermore, identify which specific student groups may be negatively impacted by the proposed practice change and describe how you plan to mitigate the negative impact and/or harm.

| <i>Student Groups Negatively Impacted</i> | <i>Mitigation Plan</i> |
|---|--|
| <ul style="list-style-type: none"> ● Schools that have changes to their start and end times, either moving earlier or later. ● Schools at later start and end times may see reduced student participation in after-school programs. | <ul style="list-style-type: none"> ● Communicate to families about the changes prior to school choice enrollment period. ● Communicate to school leaders early on about the bell time changes and potential shifts in after-school participation rates. ● Will work with partners such as Community Education to provide accessible after-school programming to students once bell time changes are approved. |

Additional Information and Considerations

Use the space below to share any additional information that would be helpful to know.

Based on feedback received through surveys and throughout the bell time schedule project work, the new bell time schedule will positively impact students and families by providing more consistent on-time bus service and more equitable access to after-school programs.

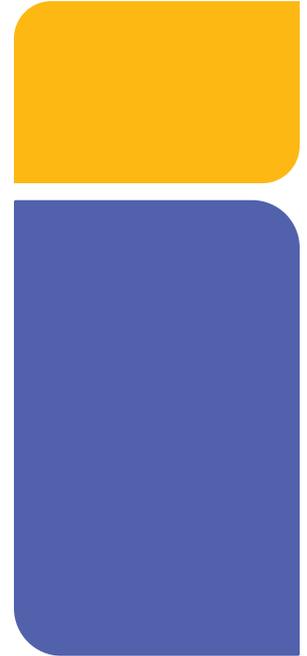
Bell Time

Recommendation

SY 2021-22

MPS Board of Education Presentation

October 2020



In this presentation, we'll cover...

- Why a new bell time schedule is recommended
- Financial impacts of the current schedule
- Bell time schedule project goals
- Engagement sessions and feedback
- Benefits and challenges of the proposed bell time schedule

Comprehensive District Design Implementation

What we know.

Through the planning and feedback phases of the CDD, it was brought to light that our current bell time schedule limits student participation in afterschool activities.

Participation in afterschool activities is shown to increase academic achievement, making this a vital and necessary opportunity for many of our students.



Our Goal.

The goal of this project is to aligning bell time schedules across MPS to provide more **equitable access** to all programming and more **efficient use** of resources.

Survey Data

EDIA Survey

42%

Families said they look for a school that provides transportation that meets their needs

CDD Survey

82%

of respondents placed after-school programming as either a high or medium priority

Governing Board Policies

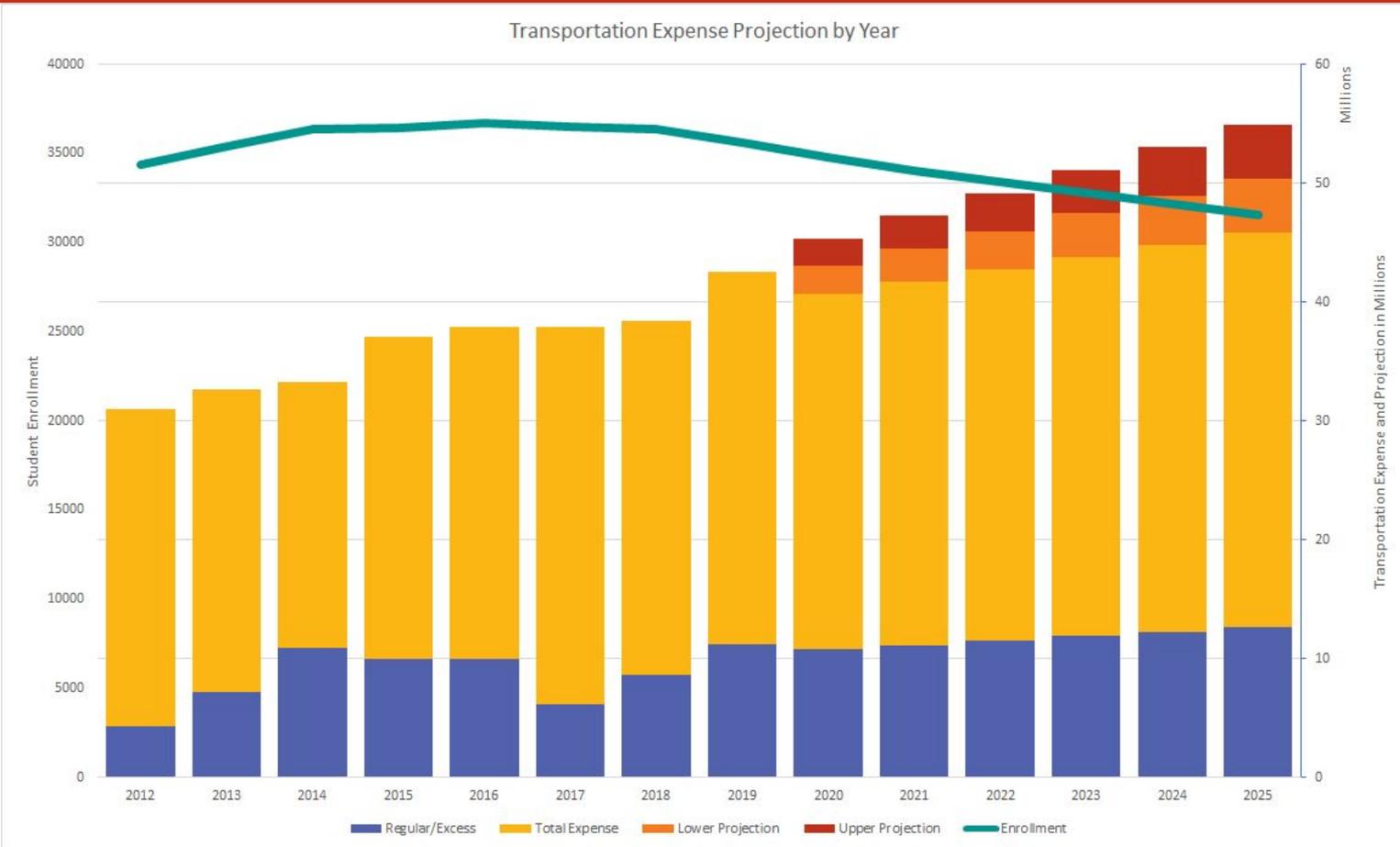
Policy 1304: Equity and Diversity

“Every student deserves a respectful learning environment in which their racial and ethnic diversity is valued and contributes to successful academic outcomes. 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...”

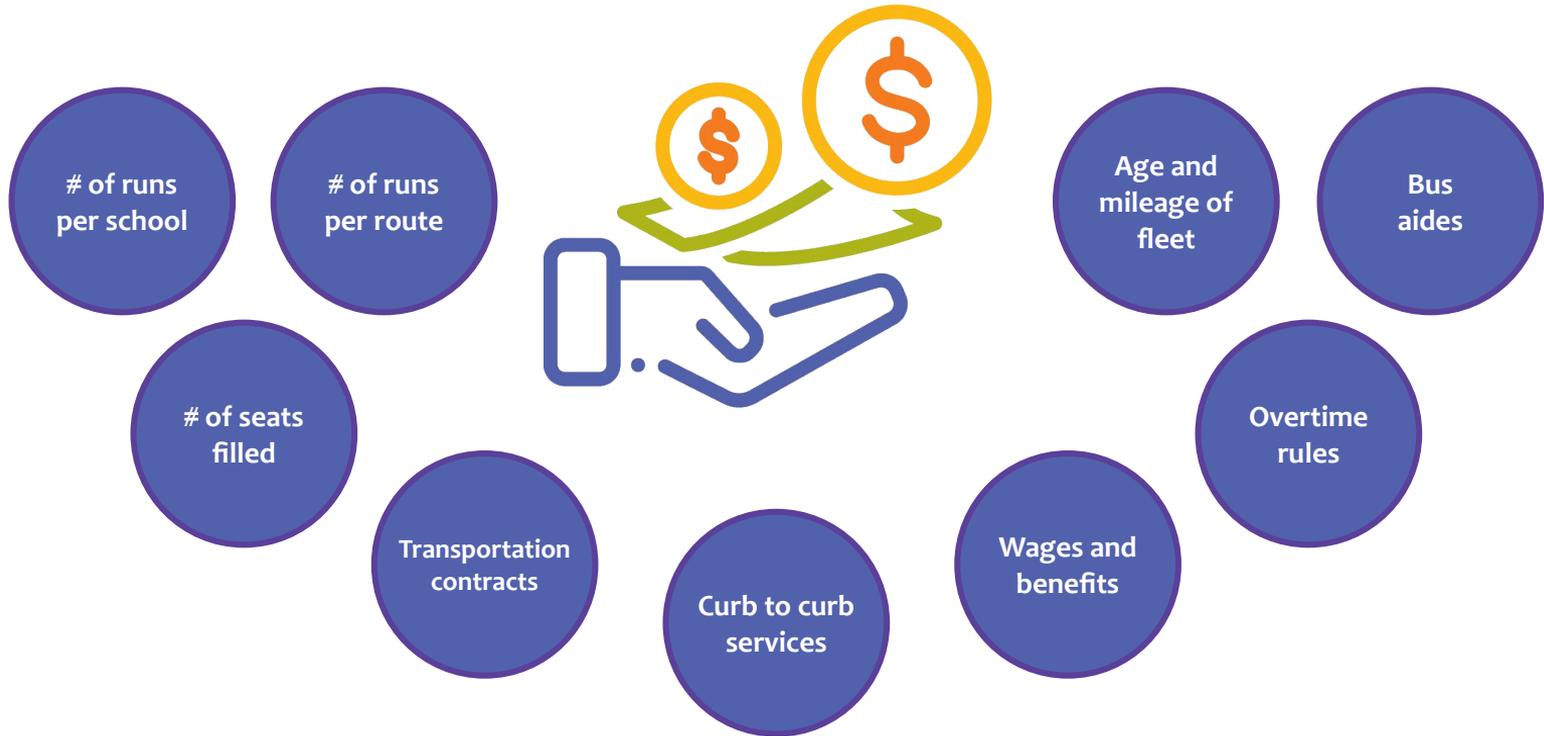
Policy 6132: School Day

“The length of the school day and the hours of opening and closing sessions shall be determined by the Minneapolis Board of Education upon recommendation of the Superintendent...”

Rising Transportation Costs & Decreasing Enrollment



Cost Drivers



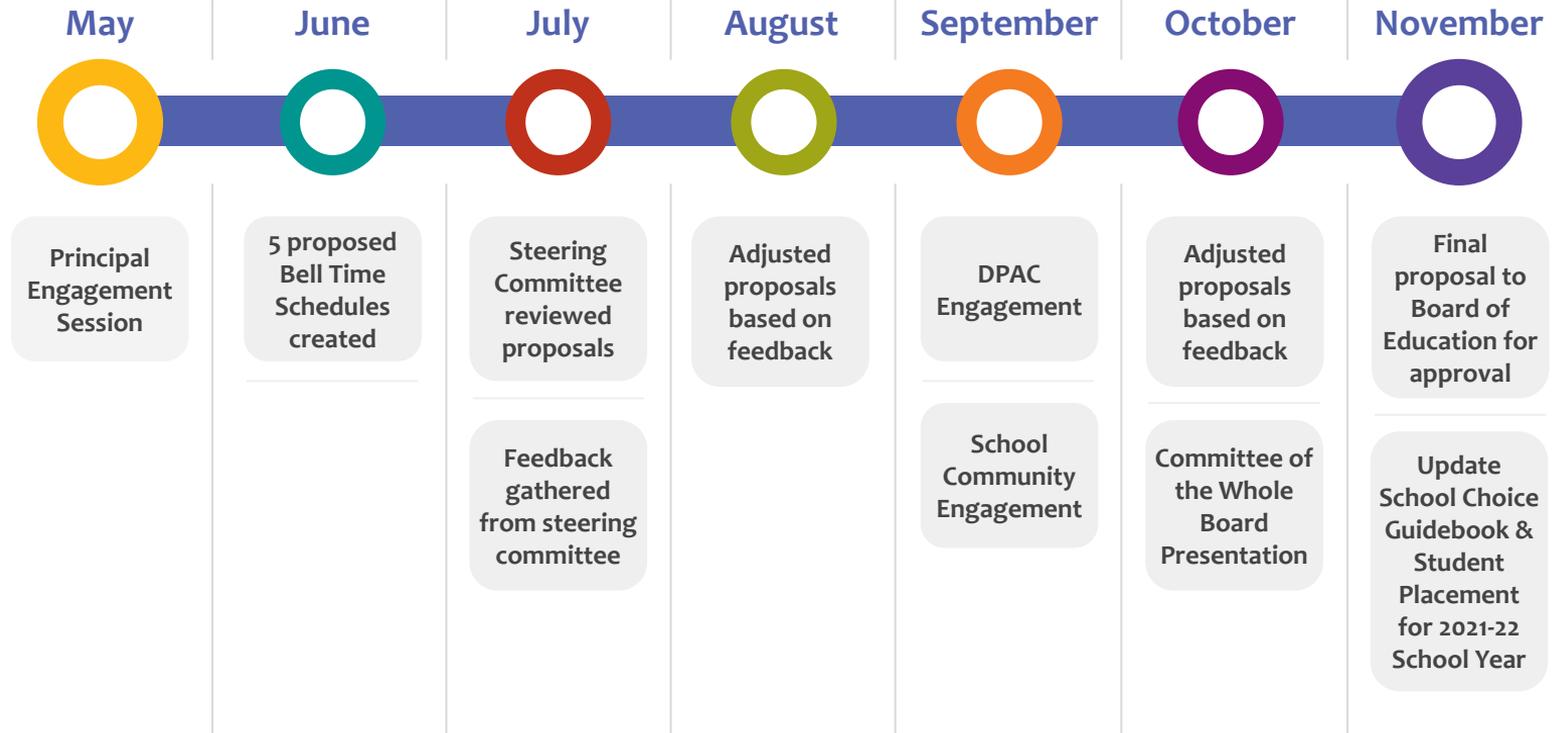
Project Goals

- 1. Increase participation in after-school programming**
 - 32% of elementary school students in programs last school year
 - 34% of middle school students in programs (including athletics)
- 2. Reduce transportation costs**
 - Reduce regular education routes, creating a cost savings
 - Return savings to schools
 - Special education and HHM busing costs managed through internal processes
- 3. Improve on-time arrivals**
 - Approximately 72% of MPS-serviced routes arrived early or on-time in the 2019-20 school year

Potential Savings and Impact

- A new bell time schedule has potential to reduce the number of routes by as much as 25%
 - Currently 156 regular education routes
 - Proposed bell time schedule modeled at 112 regular education routes
- Every route costs approximately \$120,000/year
 - Costs includes bus driver, fuel, maintenance and bus
- Less complex transportation routes positively impact bell times, driver shortage, access to after-school programming and on-time arrivals (and other service levels).

Engagement Timeline



School & Public Engagement

- Steering Committee Engagement
- [School Community Engagement Presentations](#)
 - Principals were asked to facilitate a meeting with their school community
 - Presentation narrated in English, Hmong, Somali & Spanish was provided
 - Meetings held between September 28 - October 15
 - Received feedback from 16 schools, including Family Liaisons, Student Government & Athletic Directors
- [Family Resource Video](#)
 - Shared on Facebook & Twitter
- [Transportation Bell Time Schedule Website](#)
 - Narrated presentations
 - Project details and additional resources
 - Steering Committee Meetings

Engagement Feedback

| Feedback we've heard | In practice, this would look like: |
|--|---|
| Improve on time arrivals at schools | <ul style="list-style-type: none">● A bell time schedule with enough recovery time between runs● Continue to leverage Synovia and Here Comes The Bus as part of Transportation technology improvement |
| Increase after-school program participation | <ul style="list-style-type: none">● An earlier end of the school day to aid staffing and student participation |
| High school end times that allow students to participate in after-school activities, athletics, work opportunities and other family responsibilities | <ul style="list-style-type: none">● Keeping high schools at current start and end times |
| Create a bell time schedule informed by adolescent sleep research with high schools starting later | <ul style="list-style-type: none">● If high schools started later, then project goal of increasing access to after-school programs for earlier grades could not be reached.● May negatively impact opportunities for older students to engage in after school activities |
| Elementary schools start between 7:30 a.m. - 8:45 a.m. | <ul style="list-style-type: none">● Shifting to a bell time schedule with 3 morning start times, instead of our current 5 start times, so all schools in session by 9:15 a.m. |

Engagement Feedback

| Feedback we've heard | In practice, this would look like: |
|--|---|
| Have all schools in an area or along a pathway start at the same time | <ul style="list-style-type: none">● Adding additional buses and routes, which increase transportation costs● Hiring additional bus drivers although there have been industry wide bus driver shortages |
| Have middle schools start at the same time as high school | <ul style="list-style-type: none">● Elementary schools take place of late-starting middle schools in order to maintain a balanced schedule.● To meet project goal of equitable access to after-school activities, schools with high percentage of FRL and SOC will have earlier start times. |
| Consideration of additional morning programming for late start elementary schools | <ul style="list-style-type: none">● Developing programming and recruiting staff and students● Expanded morning routes, which would increase transportation costs and may negatively impact on-time arrivals |
| Review of current Mpls Kids sites to ensure greatest needs are being met in a particular area of the district. | <ul style="list-style-type: none">● Recruiting staff members to lead Mpls Kids and identifying funding● Changes to Mpls Kids is outside of scope of project |
| Improve the accuracy of student ridership on buses | <ul style="list-style-type: none">● Continue Transportation technology improvement work for data accuracy |

Engagement Feedback

| Feedback we've heard | In practice, this would look like: |
|---|--|
| <p>Concern about recruiting students to city-wide magnet schools at 7:30am start time due to early start and possible long bus ride time.</p> | <ul style="list-style-type: none">● Currently MPS has magnet schools that start at 7:30am. Hiring additional bus drivers although there have been industry wide bus driver shortages |
| <p>Have all city-wide magnet schools start at same time as middle schools.</p> | <ul style="list-style-type: none">● By combining these schools together on a single tier, it would require more buses on the road at a single tier reducing the cost savings of the proposed bell time schedule.● There would be a need for more drivers to support this schedule despite industry wide bus driver shortages. |
| <p>Concern about schools shifting start times</p> | <ul style="list-style-type: none">● To draft a bell time schedule with minimal time shifts would undermine the intention of the project and would conflict with the project goals of increased equitable access to after-school activities and cost savings. |
| <p>Align K-8 schools with middle schools</p> | <ul style="list-style-type: none">● By combining K-8 and middle schools, it would require more buses on the road at a single tier reducing the cost savings of the proposed bell time schedule.● There would be a need for more drivers to support this schedule despite industry wide bus driver shortages. |

Bell Time Schedule Comparison

| Current Schedule | | | | |
|--|----------------------------|--|----------------|--|
| 5 x Elementary 5 x Magnet K-5 1 x Magnet K-8 | 7 x Elementary 6 x High | 5 x Elementary 3 x Magnet K-5 3 x Magnet K-8 4 x High | 6 x Elementary | 3 x Elementary 1 x Magnet K-5 6 x Middle 1 x Magnet 6-8 |
| → | → | → | → | → |
| 7:30 a.m. | 8:05 a.m. | 8:40 a.m. | 9:10 a.m. | 9:40 a.m. |

| Proposed Schedule | | | | |
|--|--|---|----------------|----------------------------------|
| 2 x Elementary 4 x Magnet K-5 2 x Magnet K-8 | 8 x Elementary 1 x Magnet K-5 6 x High | 3 x Elementary 6 x Middle 2 x Magnet Middle 4 x High | 9 x Elementary | 6 x Elementary 3 x Magnet K-5 |
| → | → | → | → | → |
| 7:30 a.m. | 8:05 a.m. | 8:40 a.m. | 9:10 a.m. | 9:30 a.m. |

Proposed Schedule - Benefits & Challenges

| Under this model, 36 elementary & middle schools would shift bell times | | | |
|---|----------------------|--|-----------------------|
| 10 Schools | 12 Schools | 15 Schools | 9 Schools |
| No change | +/- 10-35 min change | +/- 40-65 min change | +/- 70-120 min change |
| | | Middle schools make up the bulk of these changes to align them with HS | |

Proposed Schedule - Benefits & Challenges

Benefits

Aligns Middle schools with High school start times

Greater ability to provide after school enrichment at Middle schools with an earlier start time

Schools with high percentages of FRL and students of color have earlier start times for greater access to after school programming

Increase on-time arrivals at school and home

Provides greatest amount of additional potential savings by reducing number of routes to 112

Challenges

Creates a late release for those elementary schools shifted to last tier with a potential for lower participation in afterschool programs

36 out of 48 Elementary & Middle schools would have changes made to their start and end times

Implementation of the bell time schedule may require small shifts in start times to ensure modeled routes work. School are not expected to change tiers during implementation.

Discussion