

Regular Business Meeting  
Tuesday, September 14, 2021 5:30 PM

Board Assembly Room  
1250 West Broadway Avenue  
Minneapolis, Minnesota 55411

## **Agenda**

- 1) Call to Order and Roll Call
- 2) Adoption of the Agenda
- 3) Acceptance of Minutes
  - a. August 10, 2021, Minutes
- 4) Public Comments
- 5) Reports and Recommendations from the Superintendent of Schools
  - a. American Rescue Plan (ARP)/Elementary and Secondary School Emergency Relief (ESSER) III Federal Grant
- 6) Advisory Committee on School Names Recommendations Report
- 7) Policy Committee Report
  - a. Adoption of Policy 8114 (Board Election Districts)
  - b. Revision of Policy 3270 (Sales And Leases Of Real Property)
- 8) Action Items by the Board of Education
  - a. Approval of the Consent Agenda
    1. Personnel Items
      - a. Approval of List A personnel matters (2021-09-ER-A)
      - b. Approval of List B personnel matters (2021-09-ER-B)
    2. Contracts
      - a. Contract with Apple, Inc (2021-4400001108)
      - b. Contract with College Nannies & Tutors (2021-4400001124)
      - c. Amendment to contract 2021-4400001114 with DeepWell Data Services, LLC
      - d. Contract with David Hoy (2021-4400001125)
      - e. Contract with Double Line Inc. (2021-4400001100)
      - f. Contract with Groves Academy (2021-4400001134)
      - g. Contract with Indrotec (2021-13282)
      - h. Amendment to contract 2021-13274 with LHB, Inc
      - i. Contract with Karin's Services, LLC (2021-13288)
      - j. Contract with Minnesota Alliance with Youth (2021-4400001107)
      - k. Amendment to contract 2021-13246 with MLA Architects
      - l. Contract with Spectrum Research, Evaluation & Development (2021-4400001101)
      - m. Contract with T-Mobile USA Inc. (2021-4400001092)
      - n. Contract with TextHelp (2021-4400001129)
      - o. Contract with the University of Minnesota (2021-4400001095)
    3. Resolutions
      - a. Authorizing Minnesota State High School League (MSHSL) membership and cooperative school sponsorship actions
    4. Agreements

- a. Lease agreement with Hennepin County for NorthPoint Clinic (2021-0045)
  - b. License agreement with Twin Cities Adaptive Cycling (2021-0046)
- b. Property Tax Levy Pre-Certification
- c. Accepting the American Rescue Plan (ARP)/Elementary and Secondary School Emergency Relief (ESSER) III federal grant and authorizing application submission
- d. Authorizing a COVID-19 Vaccination Requirement for Employees and Certain Contractors, Partners and Volunteers
- 9) New Business
  - a. Legislative Agenda: Position on the Proposed Amendment to the Education Clause of the Minnesota Constitution (Discussion Item)
- 10) Reports from Board of Education Directors
- 11) Adjournment

**Minneapolis Public Schools – Board of Education**  
**Special School District No. 1**  
**Regular Business Meeting**  
**August 10, 2021**

**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 in a regular meeting at the John B. Davis Educational Services Center December 10, 2019, commencing at 5:31 pm. Chair Ellison called the meeting to order.

**I. ROLL CALL**

**Present:** Directors: Siad Ali, Jenny Arneson, Kimberly Caprini, Adriana Cerrillo, Sharon El-Amin, Kim Ellison, Nelson Inz, Ira Jourdain, Josh Pauly, Student Representative Ghebremeskal, Superintendent Ed Graff – 11

**II. APPROVAL OF THE AGENDA**

**MOTION:** Director Arneson moved, seconded by Director Caprini that the Board of Education, Special School District No. 1, approve the Agenda for August 10, 2021. Motion to approve the agenda was put to a vote and carried unanimously.

**III. ACCEPTANCE OF MINUTES**

**MOTION:** Director Pauly moved, seconded by Director Arneson that the Board of Education, Special School District No. 1, approve the Minutes for June 15, 2021. Motion to approve the Minutes was put to a vote and carried out unanimously.

**IV. PUBLIC COMMENTS**

Pre-recorded Public Comments were played, several people spoke in person as well

**V. REPORTS AND RECOMMENDATIONS FROM THE SUPERINTENDENT OF SCHOOLS**

- Welcome back to meeting again in person and reminders about first day of school coming up for students
- Covid-19 Pandemic Updates

**VI. 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.

1. *Personnel Items*
  - a) *Personnel List A*
  - b) *Personnel List B*
2. *Contracts Requiring Board of Education Approval*
  - a) *Contract with AchieveMpls (2021-4400001047)*
  - b) *Contract with AchieveMpls (2021-4400001054)*

- c) Contract with ACT (2021-4400001048)
  - d) Contract with Arch Language Network (2021-4400001045)
  - e) Contract with Augsburg College (2021-4400001049)
  - f) Amendment to contract 2021-13095 with Busch Architects, Inc.
  - g) Amendment to contract 2021-4400000579 with Canvas Health
  - h) Amendment to contract 2021-4400000523 with Change Inc.
  - i) Contract with CH Robinson (2021-13105)
  - j) Contract with Construction Results Corporation (2021-13196)
  - k) Contract with Indianhead Foodservice (2021-13106)
  - l) Amendment to contract 2021-13209 with Lawal Scott Erickson Architects (LSE)
  - m) Contract with Learning Disabilities Association (2021-4400001056)
  - n) Contract with Metro Transit (2021-13090)
  - o) Contract with Minneapolis Youth Coordinating Board (2021-4400001064)
  - p) Contract with Pan O Gold (2021-13107)
  - q) Contract with Project Success (2021-4400001061)
  - r) Contract with Project Success (Authorization)
  - s) Contract with Russ Davis Wholesale (2021-13109)
  - t) Contract with Smart Care Equipment Solutions (2021-13202)
  - u) Contract with St. Paul Beverage (2021-13200)
  - v) Amendment to contract 2021-400000524 with The Mental Health Collective dba Watercourse Counseling Center
  - w) Amendment to contract 2021-4400000525 with Washburn Center for Children
  - x) Contract with Whelan Security dba GardaWorld Security Services (2021-13184)
  - y) Contract with World Saavy (Authorization)
3. Agreements
- a) Lease Agreement with Minneapolis Nature Preschool (2021-0042)

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

**b. ESTABLISHING JUNETEENTH AS A DISTRICT HOLIDAY (2021-0041)**

*WHEREAS: the observation of Juneteenth Day of Independence marks a significant historical moment as a commemoration of when formerly enslaved Black Americans in Texas received word that the Emancipation Proclamation has been signed two years prior; and*

*WHEREAS: recognition of the Juneteenth holiday provides an opportunity for celebration and reflection, including for both our community and for MPS employees; and*

*WHEREAS: the City of Minneapolis, Hennepin County, and the United States governments have declared Juneteenth as a holiday.*

*NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Special School District No. 1, does hereby designate Juneteenth (June 19) as a district holiday for*

*purposes of district operations and for employees otherwise scheduled to work on the day of observation; and*

*FURTHER, BE IT RESOLVED that observation of the Juneteenth holiday shall follow the standard district procedure when June 19 falls on a weekend; and*

*FINALLY, BE IT RESOLVED that the Superintendent of Schools is authorized to implement this resolution, including any revisions to Human Resources and Operations regulations, practices and/or collective bargaining agreements needed to support the establishment of this holiday.*

**MOTION:** Director Inz moved, seconded by Director Arneson, that the Board of Education, Special School District No. 1, establish Juneteenth as a District Holiday. The motion to approve the Holiday was put to a vote and carried out unanimously.

**c. APPROVAL OF THE 2021-2022 E-LEARNING DAY-PLAN**

*Be it resolved that the Board of Directors of Special School District No. 1 hereby approves the proposed e-learning day plan labeled as 2021-0040A, in accordance with Minnesota Statute 120A.414.*

**MOTION:** Director Caprini moved, seconded by Director Arneson, that the Board of Education, Special School District No. 1, approve the 2021-2022 E-Learning day-plan. The motion to approve the plan was put to a vote and carried out unanimously.

**d. REPEAL OF POLICY 1040 AND ADOPTION OF POLICIES 3504 (PUBLIC DATA REQUESTS), 4200 (PERSONNEL DATA), AND 5690 (STUDENT DATA) – Attachment 1**

**MOTION:** Director Pauly moved, seconded by Director Caprini, that the Board of Education, Special School District No. 1, approve the Policy changes. The motion to approve the policy changes was put to a vote and carried out unanimously.

**VII. NEW BUSINESS - NONE**

**VIII. REPORTS FROM BOARD OF EDUCATION DIRECTORS**

**IX. ADJOURNMENT**

**MOTION:** Director Arneson moved, seconded by Director Caprini that the Board of Education, Special School District No. 1, adjourn the meeting at 6:14 p.m. The motion to adjourn was put to a vote and carried out unanimously.

MINNEAPOLIS PUBLIC SCHOOLS  
RESOLUTION 2021-0035

RESOLUTION REPEALING POLICY 1040 AND ADOPTING POLICIES 3504, 4200,  
AND 5690

WHEREAS, The Board's Policy Committee has recommended the proposed changes.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors, Special School District No. 1 (Minneapolis Public Schools) adopts the changes as follows:

**SECTION 1:** REPEAL "Policy 1040: Student And Staff Data Protection" of the Minneapolis Public Schools Policies & Regulations is hereby *repealed* as follows:

REPEAL

~~Policy 1040: Student And Staff Data Protection~~ (*Repealed*)

**1. PURPOSE**

The Board of Directors recognizes students and their families as well as employees of the District have a right to privacy in the records collected, created, maintained and disseminated by the District. The Board also recognizes that the public has a need and a right to know relevant information about the operation of schools in the District within the limits expressed in the Minnesota Government Data Practices Act and the Family Educational Rights and Privacy Act (FERPA). The purpose of this policy is to adopt measures regarding the protection of privacy of students, their families and District employees pursuant to the requirements of federal and state laws governing individual privacy, openness in government and orderly and efficient operation of the district.

**2. GENERAL STATEMENT OF POLICY**

- a. The Board of Directors shall appoint a Responsible Authority and a Compliance Official for the District. The Responsible Authority and the Compliance Official may be the same person.
- b. The Superintendent shall adopt and implement procedures for access to records by the public, by district employees who have a need for access, by parents and by the data subject. Procedures to gain access to data and the rights of data subject must be made available to the public.

**3. DIRECTORY INFORMATION**

- a. Right to Privacy. Directory Information is available on the following bases unless the parent or person acting as parent, or a student who is over the age of 18 has requested that the information not be available to the public.
- b. General Public Access. The following information is designated as Directory Information regarding any student or employee to any member of the public

not identified in paragraph 4C.

- i. Name, height and weight of individual members of athletic teams;
  - ii. Name of recipient and name of award or scholarship received, and
  - iii. Names of participants in officially recognized school activities.
- c. Government Agencies. In addition to the information available to the general public, the following information is designated as Directory Information regarding any student or the student's identified parent or person acting as the parent to the student to any properly identified member of a governmental agency:
- i. Name
  - ii. Home Address(es)
  - iii. Telephone Number(s)
  - iv. School of enrollment
  - v. Photograph, audio or video image
  - vi. Electronic mail address
  - vii. Date of Birth
  - viii. Dates of attendance
  - ix. Grade level

#### **4. RESPONSIBILITY**

- a. The Superintendent is authorized to promulgate regulations for the implementation of this policy.
- b. The Superintendent shall propose an appropriate employee to act as the Responsible Authority and the Compliance Official for the District to the Board of Directors.
- c. It is the responsibility of all employees to abide by the requirements of this policy.

#### **Original Adoption:**

11/10/2002

#### **Revision Dates:**

08/14/2007, 08/28/2012

#### **Legal References:**

- 20 USC 1232g (Family Educational Rights and Privacy Act [FERPA])
- 34 CFR Part 99 (Family Educational Rights and Privacy Act [FERPA] Regulations)
- Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
- Minn. Rules Chapter 1205 (Data Practices)

**SECTION 2:**            **ADOPTION** “Policy 3504: Public Data Requests” of the Minneapolis Public Schools Policies & Regulations is hereby *added* as follows:

## ADOPTION

### Policy 3504: Public Data Requests(*Added*)

#### 1. **PURPOSE**

The school district recognizes its responsibility relative to the collection, maintenance, and dissemination of public data as provided in state statutes.

#### 2. **GENERAL STATEMENT OF POLICY**

The school district will comply with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 (MGDPA), and Minn. Rules Parts 1205.0100-1205.2000 in responding to requests for public data.

#### 3. **DEFINITIONS**

- a. “Government data” means all recorded information that the school district has, including paper, email, flash drives, CDs, DVDs, photographs, etc.
- b. “Inspection” means the visual inspection of paper and similar types of government data. Inspection does not include printing copies by the school district, unless printing a copy is the only method to provide for inspection of the data. For data stored in electronic form and made available in electronic form on a remote access basis to the public by the school district, inspection includes remote access to the data by the public and the ability to print copies of or download the data on the public’s own computer equipment.
- c. “Public data” means all government data collected, created, received, maintained, or disseminated by the school district, unless classified by statute, temporary classification pursuant to statute, or federal law, as nonpublic or protected nonpublic; or, with respect to data on individuals, as private or confidential.
- d. “Responsible authority” means the individual designated by the school board as the individual responsible for the collection, use, and dissemination of any set of data on individuals, government data, or summary data, unless otherwise provided by state law. Until an individual is designated by the school board, the responsible authority is the superintendent.
- e. “Data practices compliance official” is the designated employee by the responsible authority to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.
- f. “Summary data” means statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify an individual is ascertainable.

#### 4. **REQUESTS FOR PUBLIC DATA**

- a. All requests for public data must be made in writing directed to the responsible authority or through a designated form or application.
  - i. A request for public data must include the following information:
    - (1) Date the request is made;
    - (2) A clear description of the data requested;

- (3) Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
        - (4) Method to contact the requestor (such as phone number, address, or email address).
      - ii. A requestor is not required to explain the reason for the data request.
      - iii. The identity of the requestor is public, if provided, but cannot be required by the government entity.
      - iv. The responsible authority or designee may seek clarification from the requestor if the request is not clear before providing a response to the data request.
    - b. The responsible authority will respond to a data request at reasonable times and places as follows:
      - i. The responsible authority will notify the requestor in writing as follows:
        - (1) The requested data does not exist; or
        - (2) The requested data does exist but either all or a portion of the data is not accessible to the requestor; or
          - (A) If the responsible authority determines that the requested data is classified so that access to the requestor is denied, the responsible authority will inform the requestor of the determination in writing, as soon thereafter as possible, and shall cite the specific statutory section, temporary classification, or specific provision of federal law on which the determination is based.
          - (B) Upon the request of a requestor who is denied access to data, the responsible authority or designee shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of federal law upon which the denial was based.
        - (3) The requested data does exist and provide arrangements for inspection of the data, identify when the data will be available for pick-up, or indicate that the data will be sent by mail. If the requestor does not appear at the time and place for inspection of the data or the data is not picked up within ten (10) business days after the requestor is notified, the school district will conclude that the data is no longer wanted and will consider the request closed.
      - ii. The school district's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also by the number of requests made within a particular period of time.
      - iii. The school district will provide an explanation of technical

terminology, abbreviations, or acronyms contained in the responsive data on request.

- iv. The school district is not required by the MGDPA to create or collect new data in response to a data request, or to provide responsive data in a specific form or arrangement if the school district does not keep the data in that form or arrangement.
- v. The school district is not required to respond to questions that are not about a particular data request or requests for data in general.

## **5. REQUEST FOR SUMMARY DATA**

- a. A request for the preparation of summary data shall be made in writing directed to the responsible authority.
  - i. A request for the preparation of summary data must include the following information:
    - (1) Date the request is made;
    - (2) A clear description of the data requested;
    - (3) Identify the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
    - (4) Method to contact requestor (phone number, address, or email address).
- b. The responsible authority or designee will respond within ten (10) business days of the receipt of a request to prepare summary data and inform the requestor of the following:
  - i. The estimated costs of preparing the summary data, if any; and
  - ii. The summary data requested; or
  - iii. A written statement describing a time schedule for preparing the requested summary data, including reasons for any time delays; or
  - iv. A written statement describing the reasons why the responsible authority has determined that the requestor's access would compromise the private or confidential data
- c. The school district may require the requestor to pre-pay all or a portion of the cost of creating the summary data before the school district begins to prepare the summary data.

## **6. COSTS**

- a. Public Data
  - i. The school district will charge for copies provided as follows:
    - (1) 100 or fewer pages of black and white, letter or legal sized paper copies will be charged at 25 cents for a one-sided copy or 50 cents for a two-sided copy.
    - (2) More than 100 pages or copies on other materials are charged based upon the actual cost of searching for and retrieving the data and making the copies or electronically sending the data, unless the cost is specifically set by statute or rule.
      - (A) The actual cost of making copies includes employee time, the cost of the materials onto which the data is copied (paper, CD, DVD, etc.), and mailing costs (if

any).

(B) Also, if the school district does not have the capacity to make the copies, e.g., photographs, the actual cost paid by the school district to an outside vendor will be charged

ii. All charges must be paid for in cash in advance of receiving the copies.

b. Summary Data

i. Any costs incurred in the preparation of summary data shall be paid by the requestor prior to preparing or supplying the summary data.

ii. The school district may assess costs associated with the preparation of summary data as follows:

(1) The cost of materials, including paper, the cost of the labor required to prepare the copies, any schedule of standard copying charges established by the school district, any special costs necessary to produce such copies from a machine-based record-keeping system, including computers and microfilm systems;

(2) The school district may consider the reasonable value of the summary data prepared and, where appropriate, reduce the costs assessed to the requestor.

**SECTION 3:            ADOPTION “Policy 4200: Personnel Data” of the Minneapolis Public Schools Policies & Regulations is hereby *added* as follows:**

**ADOPTION**

Policy 4200: Personnel Data(*Added*)

**1. PURPOSE**

The purpose of this policy is to provide guidance to school district employees as to the data the school district collects and maintains regarding its personnel.

**2. GENERAL STATEMENT OF POLICY**

a. All data on individuals collected, created, received, maintained or disseminated by the school district, which is classified by statute or federal law as public, shall be accessible to the public pursuant to the procedures established by the school district.

b. All other data on individuals is private or confidential

**3. DEFINITIONS**

a. “Public” means that the data is available to anyone who requests it.

b. “Private” means the data is available to the subject of the data and to school district staff who need it to conduct the business of the school district.

- c. “Confidential” means the data is not available to the subject.
- d. “Parking space leasing data” means the following government data on an application for, or lease of, a parking space: residence address, home telephone number, beginning and ending work hours, place of employment, location of parking space, and work telephone number.
- e. “Personnel data” means government data on individuals maintained because they are or were employees of the school district, applicants for employment, or volunteers or independent contractors for the school district, or members of or applicants for an advisory board or commission. Personnel data include data submitted to the school district by an employee as part of an organized self-evaluation effort by the school district to request suggestions from all employees on ways to cut costs, make the school district more efficient, or to improve school district operations. An employee who is identified in a suggestion shall have access to all data in the suggestion except the identity of the employee making the suggestion.
- f. “Finalist” means an individual who is selected to be interviewed by the appointing authority prior to selection.
- g. “Protected health information” means individually identifiable health information transmitted in electronic form by a school district acting as a health care provider. “Protected health information” excludes health information in education records covered by the federal Family Educational Rights and Privacy Act and employment records held by a school district in its role as employer.
- h. “Public officials” means business managers; human resource directors; athletic directors whose duties include at least 50 percent of their time spent in administration, personnel, supervision, and evaluation; chief financial officers; directors; and individuals defined as superintendents and principals.

#### **4. PUBLIC PERSONNEL DATA**

- a. The following information on employees, including volunteers and independent contractors, is public:
  - i. name;
  - ii. employee identification number, which may not be the employee’s social security number;
  - iii. actual gross salary;
  - iv. salary range;
  - v. terms and conditions of employment relationship;
  - vi. contract fees;
  - vii. actual gross pension;
  - viii. the value and nature of employer-paid fringe benefits;
  - ix. the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary;
  - x. job title;
  - xi. bargaining unit;
  - xii. job description;
  - xiii. education and training background;

- xiv. previous work experience;
  - xv. date of first and last employment;
  - xvi. the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action;
  - xvii. the final disposition of any disciplinary action, as defined in Minn. Stat. § 13.43, Subd. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the school district;
  - xviii. the complete terms of any agreement settling any dispute arising out of the employment relationship, including superintendent buyout agreements, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money, and such agreement may not have the purpose or effect of limiting access to or disclosure of personnel data or limiting the discussion of information or opinions related to personnel data;
  - xix. work location;
  - xx. work telephone number;
  - xxi. badge number;
  - xxii. work-related continuing education;
  - xxiii. honors and awards received; and
  - xxiv. payroll time sheets or other comparable data that are used only to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.
- b. The following information on applicants for employment is public:
- i. veteran status;
  - ii. relevant test scores;
  - iii. rank on eligible list;
  - iv. job history;
  - v. education and training; and
  - vi. work availability.
- c. Names of applicants are private data except when certified as eligible for appointment to a vacancy or when they become finalists for an employment position.
- d. Applicants for appointment to a public body.
- i. Data about applicants for appointment to a public body are private data on individuals except that the following are public:
    - (1) name;
    - (2) city of residence, except when the appointment has a residency requirement that requires the entire address to be public;
    - (3)

- education and training;
- (4) employment history;
- (5) volunteer work;
  
- (6) awards and honors;
- (7) prior government service;
- (8) any data required to be provided or that are voluntarily provided in an application for appointment to a multimember agency pursuant to Minn. Stat. § 15.0597; and
- (9) veteran status.

ii. Once an individual is appointed to a public body, the following additional items of data are public:

- (1) residential address;
- (2) either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee;
- (3) first and last dates of service on the public body;
- (4) the existence and status of any complaints or charges against an appointee; and
- (5) upon completion of an investigation of a complaint or charge against an appointee, the final investigative report is public, unless access to the data would jeopardize an active investigation.

iii. Notwithstanding paragraph 2., any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

e. Regardless of whether there has been a final disposition as defined in Minn. Stat. § 13.43, Subd. 2(b), upon completion of an investigation of a complaint or charge against a public official, as defined in Minn. Stat. § 13.43, Subd. 2(e), or if a public official resigns or is terminated from employment while the complaint or charge is pending, all data relating to the complaint or charge are public, unless access to the data would jeopardize an active investigation or reveal confidential sources.

f. Data relating to a complaint or charge against a public official is public only if: (1) the complaint or charge results in disciplinary action or the employee resigns or is terminated from employment while the complaint or charge is pending; or (2) potential legal claims arising out of the conduct that is the subject of the complaint or charge are released as part of a settlement agreement. Data that is classified as private under another law is not made public by this provision.

## **5. PRIVATE PERSONNEL DATA**

a. All other personnel data are private and will only be shared with school

- district staff whose work requires such access. Private data will not be otherwise released unless authorized by law or by the employee's informed written consent.
- b. Data pertaining to an employee's dependents are private data on individuals.
  - c. Data created, collected or maintained by the school district to administer employee assistance programs are private.
  - d. Parking space leasing data are private.
  - e. An individual's checking account number is private when submitted to a government entity.
  - f. Personnel data may be disseminated to labor organizations to the extent the school district determines it is necessary for the labor organization to conduct its business or when ordered or authorized by the Commissioner of the Bureau of Mediation Services.
  - g. The school district may display a photograph of a current or former employee to prospective witnesses as part of the school district's investigation of any complaint or charge against the employee.
  - h. The school district may, if the responsible authority or designee reasonably determines that the release of personnel data is necessary to protect an employee from harm to self or to protect another person who may be harmed by the employee, release data that are relevant to the concerns for safety to:
    - i. the person who may be harmed and to the attorney representing the person when the data are relevant to obtaining a restraining order;
    - ii. a pre-petition screening team conducting an investigation of the employee under Minn. Stat. § 253B.07, Subd. 1; or
    - iii. a court, law enforcement agency, or prosecuting authority.
  - i. Private personnel data or confidential investigative data on employees may be disseminated to a law enforcement agency for the purpose of reporting a crime or alleged crime committed by an employee, or for the purpose of assisting law enforcement in the investigation of such a crime or alleged crime.
  - j. A complainant has access to a statement provided by the complainant to the school district in connection with a complaint or charge against an employee.
  - k. To the extent as allowed by federal law, when allegations of sexual or other types of harassment are made against an employee, the employee shall not have access to data that would identify the complainant or other witnesses if the school district determines that the employee's access to that data would:
    - i. threaten the personal safety of the complainant or a witness; or
    - ii. subject the complainant or witness to harassment.

If a disciplinary proceeding is initiated against the employee, data on the complainant or witness shall be available to the employee as may be necessary for the employee to prepare for the proceeding.

- l. The school district shall make any report to the Minnesota Professional Educator Licensing and Standards Board or the state board of education as required by Minn. Stat. § 122A.20, Subd. 2, and shall, upon written request from the licensing board having jurisdiction over a teacher's license, provide

- the licensing board with information about the teacher from the school district's files, any termination or disciplinary proceeding, and settlement or compromise, or any investigative file in accordance with Minn. Stat. § 122A.20, Subd. 2.
- m. Private personnel data shall be disclosed to the department of economic security for the purpose of administration of the unemployment insurance program under Minn. Stat. Ch. 268.
  - n. When a report of alleged maltreatment of a student in a school is made to the Commissioner of Education, data that are relevant and collected by the school about the person alleged to have committed maltreatment must be provided to the Commissioner on request for purposes of an assessment or investigation of the maltreatment report. Additionally, personnel data may be released for purposes of informing a parent, legal guardian, or custodian of a child that an incident has occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.
  - o. The school district shall release to a requesting school district or charter school private personnel data on a current or former employee related to acts of violence toward or sexual contact with a student, if an investigation conducted by or on behalf of the school district or law enforcement affirmed the allegations in writing prior to release and the investigation resulted in the resignation of the subject of the data; or the employee resigned while a complaint or charge involving the allegations was pending, the allegations involved acts of sexual contact with a student, and the employer informed the employee in writing, before the employee resigned, that if the employee resigns while the complaint or charge is still pending, the employer must release private personnel data about the employee's alleged sexual contact with a student to a school district or charter school requesting the data after the employee applies for employment with that school district or charter school and the data remain classified as provided in Minn. Stat. Ch. 13. Data that are released under this paragraph must not include data on the student.
  - p. The identity of an employee making a suggestion as part of an organized self-evaluation effort by the school district to cut costs, make the school district more efficient, or to improve school district operations is private.
  - q. Health information on employees is private unless otherwise provided by law. To the extent that the school district transmits protected health information, the school district will comply with all privacy requirements.
  - r. Personal home contact information for employees may be used by the school district and shared with another government entity in the event of an emergency or other disruption to ensure continuity of operation for the school district or government entity.
  - s. The personal telephone number, home address, and electronic mail address of a current or former employee of a contractor or subcontractor maintained as a result of a contractual relationship between the school district and a contractor

or subcontractor entered on or after August 1, 2012, are private data. These data must be shared with another government entity to perform a function authorized by law. The data also must be disclosed to a government entity or any person for prevailing wage purposes.

- t. When a teacher is discharged immediately because the teacher's license has been revoked due to a conviction for child abuse or sexual abuse or when the Commissioner of the Minnesota Department of Education (MDE) makes a final determination of child maltreatment involving a teacher, the school principal or other person having administrative control of the school must include in the teacher's employment record the information contained in the record of the disciplinary action or the final maltreatment determination, consistent with the definition of public data under Minn. Stat. § 13.41, Subd. 5, and must provide the Minnesota Professional Educator Licensing and Standards Board and the licensing division at MDE with the necessary and relevant information to enable the Minnesota Professional Educator Licensing and Standards Board and MDE's licensing division to fulfill their statutory and administrative duties related to issuing, renewing, suspending, or revoking a teacher's license. In addition to the background check required under Minn. Stat. § 123B.03, a school board or other school hiring authority must contact the Minnesota Professional Educator Licensing and Standards Board and MDE to determine whether the teacher's license has been suspended or revoked, consistent with the discharge and final maltreatment determinations. Unless restricted by federal or state data practices law or by the terms of a collective bargaining agreement, the responsible authority for a school district must disseminate to another school district private personnel data on a current or former teacher (employee or contractor) of the district, including the results of background investigations, if the requesting school district seeks the information because the subject of the data has applied for employment with the requesting school district.

**6. MULTIPLE CLASSIFICATIONS**

If data on individuals are classified as both private and confidential by Minn. Stat. Ch. 13, or any other state or federal law, the data are private.

**7. CHANGE IN CLASSIFICATIONS**

The school district shall change the classification of data in its possession if it is required to do so to comply with other judicial or administrative rules pertaining to the conduct of legal actions or with a specific statute applicable to the data in the possession of the disseminating or receiving agency.

**8. RESPONSIBLE AUTHORITY**

Contact for the authority responsible for personnel data can be found at: <https://board.mpls.k12.mn.us/publicdatarequests>.

**Legal References:**

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)

Minn. Stat. § 13.02 (Definitions)

Minn. Stat. § 13.37 (General Nonpublic Data)

Minn. Stat. § 13.39 (Civil Investigation Data)

Minn. Stat. § 13.43 (Personnel Data)

Minn. Stat. § 13.601, Subd. 3 (Elected and Appointed Officials)

Minn. Stat. § 122A.20, Subd. 2 (Mandatory Reporting)

Minn. Stat. § 122A.40, Subds. 13 and 16 (Employment; Contracts; Termination)

Minn. Stat. § 626.556, Subd. 7 (Reporting of Maltreatment of Minors)

P.L. 104-191 (HIPAA)

45 C.F.R. Parts 160 and 164 (HIPAA Regulations)

**SECTION 4:**            **ADOPTION** “Policy 5690: Student Data” of the Minneapolis Public Schools Policies & Regulations is hereby *added* as follows:

**ADOPTION**

Policy 5690: Student Data(*Added*)

**1. PURPOSE**

The school district recognizes its responsibility in regard to the collection, maintenance, and dissemination of pupil records and the protection of the privacy rights of students as provided in federal law and state statutes.

**2. GENERAL STATEMENT OF POLICY**

The following procedures and policies regarding the protection and privacy of parents and students are adopted by the school district, pursuant to the requirements of 20 U.S.C. § 1232g, et seq., (Family Educational Rights and Privacy Act (FERPA)) 34 C.F.R. Part 99 and consistent with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and Minn. Rules Parts 1205.0100-1205.2000.

**3. DEFINITIONS**

- a. “Authorized representative” means any entity or individual designated by the school district, state, or an agency headed by an official of the Comptroller of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or state and local educational authorities to conduct, with respect to federal or state supported education programs, any audit or evaluation or any compliance or enforcement activity in connection with federal legal requirements that relate to these programs.
- b. “Biometric record,” as referred to in “Personally Identifiable,” means a record of one or more measurable biological or behavioral characteristics that can be used for authorized recognition of an individual (e.g., fingerprints, retina and iris patterns, voice prints, DNA sequence, facial characteristics, and handwriting).

- c. “Dates of attendance,” as referred to in “Directory Information,” means the period of time during which a student attends or attended a school or schools in the school district, including attendance in person or by paper correspondence, satellite, internet or other electronic communication technologies for students who are not in the classroom, and including the period during which a student is working under a work-study program. The term does not include specific daily records of a student’s attendance at a school or schools in the school district.
- d. “Directory information” means information contained in an education record of a student which would not generally be considered harmful or an invasion of privacy if disclosed.
- i. General Public Access. The following information is designated as directory information to any member of the public not identified in section 3.d.ii:
- (1) Name, height and weight of individual members of athletic teams;
  - (2) Name of recipient and name of award or scholarship received, and
  - (3) Names of participants in officially recognized school activities.
- ii. Government Agency Access. In addition to the information available to the general public, the following information is designated as directory information regarding any student or the student’s identified parent or person acting as the parent to the student to any properly identified member of a governmental agency:
- (1) Name
  - (2) Home Address(es)
  - (3) Telephone Number(s)
  - (4) School of enrollment
  - (5) Photograph, audio or video image
  - (6) Electronic mail address
  - (7) Date of Birth
  - (8) Dates of attendance
  - (9) Grade level
- iii. Directory information does not include:
- (1) a student’s social security number;
  - (2) a student’s identification number (ID), user ID, or other unique personal identifier used by a student for purposes of accessing or communicating in electronic systems if the identifier may be used to access education records without use of one or more factors that authenticate the student’s identity such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user;
  - (3) a student ID or other unique personal identifier that is

displayed on a student ID badge if the identifier can be used to gain access to educational records when used in conjunction with one or more factors that authenticate the student's identity, such as a PIN, password, or other factor known or possessed only by the student;

- (4) personally identifiable data which references religion, race, color, social position, or nationality; or
- (5) data collected from nonpublic school students, other than those who receive shared time educational services, unless written consent is given by the student's parent or guardian.

e. "Education Records"

i. What constitutes "education records." Education records means those records which: (1) are directly related to a student; and (2) are maintained by the school district or by a party acting for the school district.

ii. What does not constitute an education record. The term, "education records," does not include:

(1) Records of instructional personnel which:

(A) are in the sole possession of the maker of the record; and

(B) are not accessible or revealed to any other individual except a substitute teacher; and

(C) are destroyed at the end of the school year.

(2) Records relating to an individual, including a student, who is employed by the school district which:

(A) are made and maintained in the normal course of business;

(B) relate exclusively to the individual in that individual's capacity as an employee; and

(C) are not available for use for any other purpose.

(3) Records relating to an eligible student, or a student attending an institution of post-secondary education, which are:

(A) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional or paraprofessional capacity or assisting in that capacity;

(B) made, maintained, or used only in connection with the provision of treatment to the student; and

(C) disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a physician or other appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the

program of instruction within the school district.

(4) Records that only contain information about an individual after he or she is no longer a student at the school district and that are not directly related to the individual's attendance as a student.

- f. "Eligible student" means a student who has attained eighteen (18) years of age or is attending an institution of post-secondary education.
- g. "Juvenile justice system" includes criminal justice agencies and the judiciary when involved in juvenile justice activities.
- h. "Legitimate educational interest" includes interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, student health and welfare, and the ability to respond to a request for education data. It includes a person's need to know in order to:
  - i. Perform an administrative task required in the school or employee's contract or position description approved by the school board;
  - ii. Perform a supervisory or instructional task directly related to the student's education; or
  - iii. Perform a service or benefit for the student or the student's family such as health care, counseling, student job placement, or student financial aid.
  - iv. Perform a task directly related to responding to a request for data.
- i. "Parent" means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent of the student in the absence of a parent or guardian. The school district may presume the parent has the authority to exercise the rights provided herein, unless it has been provided with evidence that there is a state law or court order governing such matters as marriage dissolution, separation or child custody, or a legally binding instrument which provides to the contrary.
- j. "Personally identifiable" means that the data or information includes, but is not limited to: (a) a student's name; (b) the name of the student's parent or other family member; (c) the address of the student or student's family; (d) a personal identifier such as the student's social security number or student number or biometric record; (e) other direct identifiers, such as the student's date of birth, place of birth, and mother's maiden name; (f) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (g) information requested by a person who the school district reasonably believes knows the identity of the student to whom the education record relates.
- k. "Record" means any information or data recorded in any way including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche.
- l. "Responsible authority" means the individual designated by the School Board.

- m. “Student” includes any individual who is or has been in attendance, enrolled, or registered at the school district and regarding whom the school district maintains education records. Student also includes applicants for enrollment or registration at the school district and individuals who receive shared time educational services from the school district.
- n. “School official” includes: (a) a person duly elected to the school board; (b) a person employed by the school board in an administrative, supervisory, instructional, or other professional position; (c) a person employed by the school board as a temporary substitute in a professional position for the period of his or her performance as a substitute; and (d) a person employed by, or under contract to, the school board to perform a special task such as a secretary, a clerk, a public information officer or data practices compliance official, an attorney, or an auditor for the period of his or her performance as an employee or contractor.
- o. “Summary data” means statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify the individual is ascertainable.
- p. All other terms and phrases shall be defined in accordance with applicable state and federal law or ordinary customary usage.

#### **4. GENERAL CLASSIFICATION**

- a. State law provides that all data collected, created, received, or maintained by a school district are public unless classified by state or federal law as not public or private or confidential. State law classifies all data on individuals maintained by a school district which relates to a student as private data on individuals. This data may not be disclosed to parties other than the parent or eligible student without consent, except pursuant to a valid court order, certain state statutes authorizing access, and the provisions of FERPA and the regulations promulgated thereunder.

#### **5. STATEMENT OF RIGHTS**

##### a. *Rights of Parents and Eligible Students*

Parents and eligible students have the following rights under this policy:

- i. The right to inspect and review the student’s education records;
- ii. The right to request the amendment of the student’s education records to ensure that they are not inaccurate, misleading, or otherwise in violation of the student’s privacy or other rights;
- iii. The right to consent to disclosures of personally identifiable information contained in the student’s education records, except to the extent that such consent is not required for disclosure pursuant to this policy, state or federal law, or the regulations promulgated thereunder;
- iv. The right to refuse release of names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions;
- v. The right to file a complaint with the U.S. Department of Education

concerning alleged failures by the school district to comply with the federal law and the regulations promulgated thereunder;

- vi. The right to be informed about rights under the federal law; and
- vii. The right to obtain a copy of this policy at the location set forth in Section 21 of this policy.

b. Eligible Students

All rights and protections given parents under this policy transfer to the student when he or she reaches eighteen (18) years of age or enrolls in an institution of post-secondary education. The student then becomes an “eligible student.” However, the parents of an eligible student who is also a “dependent student” are entitled to gain access to the education records of such student without first obtaining the consent of the student. In addition, parents of an eligible student may be given access to education records in connection with a health or safety emergency if the disclosure meets the conditions of any provision set forth in 34 C.F.R. § 99.31(a).

c. Students with Disabilities

The school district shall also follow 34 C.F.R. §§ 300.610-300.617 with regard to the confidentiality of information related to students with a disability.

**6. DISCLOSURE OF EDUCATION RECORDS**

a. Consent Required for Disclosure

i. The school district shall obtain a signed and dated written informed consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.

ii. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:

- (1) a specification of the records to be disclosed;
- (2) the purpose or purposes of the disclosure;
- (3) the party or class of parties to whom the disclosure may be made;
- (4) the consequences of giving informed consent; and
- (5) if appropriate, a termination date for the consent.

iii. When a disclosure is made under this subdivision:

- (1) if the parent or eligible student so requests, the school district shall provide him or her with a copy of the records disclosed; and
- (2) if the parent of a student who is not an eligible student so requests, the school district shall provide the student with a copy of the records disclosed.

iv. A signed and dated written consent may include a record and signature in electronic form that:

- (1) identifies and authenticates a particular person as the source of the electronic consent; and

(2) indicates such person's approval of the information contained in the electronic consent.

v. If the responsible authority seeks an individual's informed consent to the release of private data to an insurer or the authorized representative of an insurer, informed consent shall not be deemed to have been given unless the statement is:

(1) in plain language;

(2) dated;

(3) specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;

(4) specific as to the nature of the information the subject is authorizing to be disclosed;

(5) specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;

(6) specific as to the purpose or purposes for which the information may be used by any of the parties named in Clause e. above, both at the time of the disclosure and at any time in the future; and

(7) specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for: (i) life insurance or noncancellable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or (ii) medical assistance under Minn. Stat. Ch. 256B or Minnesota Care under Minn. Stat. Ch. 256L, which shall be ongoing during all terms of eligibility, for individualized education program health-related services provided by a school district that are subject to third party reimbursement.

vi. *Eligible Student Consent*

Whenever a student has attained eighteen (18) years of age or is attending an institution of post-secondary education, the rights accorded to and the consent required of the parent of the student shall thereafter only be accorded to and required of the eligible student, except as provided in section 5 of this policy.

b. *Prior Consent for Disclosure Not Required*

The school district may disclose personally identifiable information from the education records of a student without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

i. To other school officials, including teachers, within the school district whom the school district determines have a legitimate educational interest in such records;

- ii. To a contractor, consultant, volunteer, or other party to whom the school district has outsourced institutional services or functions provided that the outside party:

  - (1) performs an institutional service or function for which the school district would otherwise use employees;
  - (2) is under the direct control of the school district with respect to the use and maintenance of education records; and
  - (3) will not disclose the information to any other party without the prior consent of the parent or eligible student and uses the information only for the purposes for which the disclosure was made.
  
- iii. To officials of other schools, school districts, or post-secondary educational institutions in which the student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice (see Section 19), suspension and expulsion information pursuant to section 7917 of the federal Every Student Succeeds Act and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under Minn. Stat. § 260B.171, unless the data are required to be destroyed under Minn. Stat. § 120A.22, Subd. 7(c) or § 121A.75. On request, the school district will provide the parent or eligible student with a copy of the education records which have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with Section 15 of this policy;
  
- iv. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law;
  
- v. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:

  - (1) To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:

    - (A) determine eligibility for the aid;
    - (B) determine the amount of the aid;
    - (C) determine conditions for the aid; or
    - (D) enforce the terms and conditions of the aid.

“Financial aid” for purposes of this provision means a payment of funds provided to an individual or a payment in kind of tangible or intangible property to the individual that is conditioned on the individual’s attendance at an educational agency or institution;

vi. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:

(1) before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system’s ability to effectively serve the student whose records are released; or

(2) after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system’s ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student’s full name, home address, telephone number, and date of birth; a student’s school schedule, attendance record, and photographs, if any; and parents’ names, home addresses, and telephone numbers.

vii. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, the information is destroyed when no longer needed for the purposes for which the study was conducted, and the school district enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and (d)

requires the organization to destroy all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed. For purposes of this provision, the term, “organizations,” includes, but is not limited to, federal, state, and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the school district to whom information is disclosed violates this provision, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years;

- viii. To accrediting organizations in order to carry out their accrediting functions;
- ix. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes;
- x. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 U.S.C. § 2332b(g)(5)(B), an act of domestic or international terrorism as defined in 18 U.S.C. § 2331, or a parent is a party to a court proceeding involving child abuse and neglect or dependency matters, and the order is issued in the context of the proceeding. If the school district initiates legal action against a parent or student, it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal action as plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student’s education records that are relevant for the school district to defend itself;
- xi. To appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health, including the mental health, or safety of the student or other individuals. The decision is to be based upon information available at the time the threat occurs that indicates that

there is an articulable and significant threat to the health or safety of a student or other individuals. In making a determination whether to disclose information under this section, the school district may take into account the totality of the circumstances pertaining to a threat and may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to Section 13.E. of this policy. In addition, an educational agency or institution may include in the education records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;

- xii. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;
- xiii. Information the school district has designated as “directory information” pursuant to Section 7 of this policy;
- xiv. To military recruiting officers and post-secondary educational institutions pursuant to Section 11 of this policy;
- xv. To the parent of a student who is not an eligible student or to the student himself or herself;
- xvi. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiologic investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;
- xvii. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students;
- xviii. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:
  - (1) the following information about a student must be disclosed: a student’s full name, home address, telephone number, date of birth; a student’s school schedule, daily attendance record, and photographs, if any; and any parents’ names, home addresses, and telephone numbers;
  - (2)

the existence of the following information about a student, not the actual data or other information contained in the student's education record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

The written requests of the juvenile justice system member(s), as well as a record of any release, must be maintained in the student's file.

- xix. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a superintendent under Minn. Stat. § 260B.171, Subd. 3. The principal must notify the counselor immediately and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other school district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individual need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student, outline the offense, and describe any conditions of probation about which the school must

provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information may not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except as necessary to serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the student's parent or guardian;

xx. To the principal where the student attends if it is information from a peace officer's record of children received by a superintendent under Minn. Stat. § 260B.171, Subd. 5. The principal must place the information in the student's education record. The principal also must notify immediately any teacher, counselor, or administrator directly supervising the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student and describe the alleged offense if this information is provided in the peace officer's notice. Peace officer's record information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information must not be further disseminated by the counselor, teacher administrator, staff member, substitute, or volunteer except to communicate with the student or the student's parent or guardian as necessary to serve the student, to protect students and staff, or as otherwise required by law.

The principal must delete the peace officer's record from the student's education record, destroy the data, and make reasonable efforts to notify any teacher, counselor, staff member, administrator, substitute, or volunteer who received information from the peace officer's record if the county attorney determines not to proceed with a petition or directs the student into a diversion or mediation program or if a juvenile court makes a decision on a petition and the county attorney or juvenile court notifies the superintendent of such action; or

xxi. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service or contractors acting on behalf of the Food and Nutrition Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of state and

local educational and other agencies and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1966 for which the results will be reported in an aggregate form that does not identify any individual, on the conditions that: (a) any data collected shall be protected in a manner that will not permit the personal identification of students and their parents by other than the authorized representatives of the Secretary; and (b) any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements.

xxii. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in 25 U.S.C. § 5304), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.

c. *Nonpublic School Students*

The school district may disclose personally identifiable information from the education records of a nonpublic school student, other than a student who receives shared time educational services, without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

- i. Pursuant to a valid court order;
- ii. Pursuant to a statute specifically authorizing access to the private data;  
or
- iii. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiological investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted.

**7. RELEASE OF DIRECTORY INFORMATION**

a. *Classification*

Directory information is public except as provided herein.

b. *Former Students*

Unless a former student validly opted out of the release of directory

information while the student was in attendance and has not rescinded the opt out request at any time, the school district may disclose directory information from the education records generated by it regarding the former student without meeting the requirements of Paragraph C. of this section. In addition, under an explicit exclusion from the definition of an “education record,” the school district may release records that only contain information about an individual obtained after he or she is no longer a student at the school district and that are not directly related to the individual’s attendance as a student (e.g., a student’s activities as an alumnus of the school district).

c. *Present Students and Parents*

The school district may disclose directory information from the education records of a student and information regarding parents without prior written consent of the parent of the student or eligible student, except as provided herein. Prior to such disclosure the school district shall:

- i. Annually give public notice by any means that are reasonably likely to inform the parents and eligible students of:
  - (1) the types of personally identifiable information regarding students and/or parents that the school district has designated as directory information;
  - (2) the parent’s or eligible student’s right to refuse to let the school district designate any or all of those types of information about the student and/or the parent as directory information; and
  - (3) the period of time in which a parent or eligible student has to notify the school district in writing that he or she does not want any or all of those types of information about the student and/or the parent designated as directory information.
- ii. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district in writing that any or all of the information so designated should not be disclosed without the parent’s or eligible student’s prior written consent, except as provided in Section 6 of this policy.
- iii. A parent or eligible student may not opt out of the directory information disclosures to:
  - (1) prevent the school district from disclosing or requiring the student to disclose the student’s name, ID, or school district e-mail address in a class in which the student is enrolled; or
  - (2) prevent the school district from requiring a student to wear, to display publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the school district as directory information.
- iv. The school district shall not disclose or confirm directory information without meeting the written consent requirements contained in Section

6.A. of this policy if a student's social security number or other non-directory information is used alone or in combination with other data elements to identify or help identify the student or the student's records.

d. *Procedure for Obtaining Nondisclosure of Directory Information*

The parent's or eligible student's written notice shall be directed to the responsible authority and shall include the following:

- i. Name of the student and/or parent, as appropriate;
- ii. Home address;
- iii. School presently attended by student;
- iv. Parent's legal relationship to student, if applicable; and
- v. Specific categories of directory information to be made not public without the parent's or eligible student's prior written consent, which shall only be applicable for that school year.

e. *Duration*

The designation of any information as directory information about a student or parents will remain in effect for the remainder of the school year unless the parent or eligible student provides the written notifications provided herein.

**8. DISCLOSURE OF PRIVATE RECORDS**

a. *Private Records*

For the purposes herein, education records are records which are classified as private data on individuals by state law and which are accessible only to the student who is the subject of the data and the student's parent if the student is not an eligible student. The school district may not disclose private records or their contents except as summary data, or except as provided in Section 6 of this policy, without the prior written consent of the parent or the eligible student. The school district will use reasonable methods to identify and authenticate the identity of parents, students, school officials, and any other party to whom personally identifiable information from education records is disclosed.

b. *Private Records Not Accessible to Parent*

In certain cases state law intends, and clearly provides, that certain information contained in the education records of the school district pertaining to a student be accessible to the student alone, and to the parent only under special circumstances, if at all.

- i. The responsible authority may deny access to private data by a parent when a minor student who is the subject of that data requests that the responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent and must be signed by the minor. Upon receipt of such request the responsible authority shall determine if honoring the request to deny the parent access would be in the best interest of the minor data subject. In making this determination the responsible authority shall consider the following factors:

- (1) whether the minor is of sufficient age and maturity to be able

to explain the reasons for and understand the consequences of the request to deny access;

- (2) whether the personal situation of the minor is such that denying parental access may protect the minor data subject from physical or emotional harm;
- (3) whether there are grounds for believing that the minor data subject's reasons for precluding parental access are reasonably accurate;
- (4) whether the data in question is of such a nature that disclosure of it to the parent may lead to physical or emotional harm to the minor data subject; and
- (5) whether the data concerns medical, dental or other health services provided pursuant to Minn. Stat. §§ 144.341-144.347, in which case the data may be released only if the failure to inform the parent would seriously jeopardize the health of the minor.

c. *Private Records Not Accessible to Student*

Students shall not be entitled to access to private data concerning financial records and statements of the student's parent or any information contained therein.

**9. DISCLOSURE OF CONFIDENTIAL RECORDS**

a. *Confidential Records*

Confidential records are those records and data contained therein which are made not public by state or federal law, and which are inaccessible to the student and the student's parents or to an eligible student.

b. *Reports Under the Maltreatment of Minors Reporting Act*

Pursuant to Minn. Stat. § 626.556, written copies of reports pertaining to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties, such data shall be confidential and will not be made available to the parent or the subject individual by the school district. The subject individual, however, may obtain a copy of the report from either the local welfare agency, county sheriff, or the local police department subject to the provisions of Minn. Stat. § 626.556, Subd. 11.

Regardless of whether a written report is made under Minn. Stat. § 626.556, Subd. 7, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

c. *Investigative Data*

Data collected by the school district as part of an active investigation undertaken for the purpose of the commencement or defense of pending civil

legal action, or which are retained in anticipation of a pending civil legal action are classified as protected nonpublic data in the case of data not on individuals, and confidential data in the case of data on individuals.

- i. The school district may make any data classified as protected non-public or confidential pursuant to this subdivision accessible to any person, agency, or the public if the school district determines that such access will aid the law enforcement process, promote public health or safety, or dispel widespread rumor or unrest.
- ii. A complainant has access to a statement he or she provided to the school district.
- iii. Parents or eligible students may have access to investigative data of which the student is the subject, but only to the extent the data is not inextricably intertwined with data about other school district students, school district employees, and/or attorney data as defined in Minn. Stat. § 13.393.
- iv. Once a civil investigation becomes inactive, civil investigative data becomes public unless the release of the data would jeopardize another pending civil legal action, except for those portions of such data that are classified as not public data under state or federal law. Any civil investigative data presented as evidence in court or made part of a court record shall be public. For purposes of this provision, a civil investigation becomes inactive upon the occurrence of any of the following events:
  - (1) a decision by the school district, or by the chief attorney for the school district, not to pursue the civil legal action. However, such investigation may subsequently become active if the school district or its attorney decides to renew the civil legal action;
  - (2) the expiration of the time to file a complaint under the statute of limitations or agreement applicable to the civil legal action;  
or
  - (3) the exhaustion or expiration of rights of appeal by either party to the civil legal action.
- v. A “pending civil legal action” for purposes of this subdivision is defined as including, but not limited to, judicial, administrative, or arbitration proceedings.

d. *Chemical Abuse Records*

To the extent the school district maintains records of the identity, diagnosis, prognosis, or treatment of any student which are maintained in connection with the performance of any drug abuse prevention function conducted, regulated, or directly or indirectly assisted by any department or agency of the United States, such records are classified as confidential and shall be disclosed only for the purposes and under the circumstances expressly authorized by law.

**10. DISCLOSURE OF SCHOOL RECORDS PRIOR TO EXCLUSION OR EXPULSION HEARING**

At a reasonable time prior to any exclusion or expulsion hearing, the student and the student's parent or guardian or representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the action proposed by the school district may be based, pursuant to the Minnesota Pupil Fair Dismissal Act, Minn. Stat. § 121A.40, et seq.

**11. DISCLOSURE OF DATA TO MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS**

- a. The school district will release the names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data pursuant to Paragraph C. below.
- b. Data released to military recruiting officers under this provision:
  - i. may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military; and
  - ii. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces.
- c. A parent or eligible student has the right to refuse the release of the name, address, or home telephone number to military recruiting officers and post-secondary educational institutions. To refuse the release of the above information to military recruiting officers and post-secondary educational institutions, a parent or eligible student must notify the responsible authority in writing by October 1 each year. The written request must include the following information:
  - i. Name of student and parent, as appropriate;
  - ii. Home address;
  - iii. Student's grade level;
  - iv. School presently attended by student;
  - v. Parent's legal relationship to student, if applicable;
  - vi. Specific category or categories of information which are not to be released to military recruiting officers and post-secondary educational institutions; and
  - vii. Specific category or categories of information which are not to be released to the public, including military recruiting officers and post-secondary educational institutions.
- d. Annually, the school district will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of students in grades 11 and 12 without prior consent.
- e. A parent or eligible student's refusal to release the above information to

military recruiting officers and post-secondary educational institutions does not affect the school district's release of directory information to the rest of the public, which includes military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in Section 7 of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, phone number, and grade level of students as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers and post-secondary educational institutions.

## **12. LIMITS ON REDISCLOSURE**

### **a. *Redisdisclosure***

Consistent with the requirements herein, the school district may only disclose personally identifiable information from the education records of a student on the condition that the party to whom the information is to be disclosed will not disclose the information to any other party without the prior written consent of the parent of the student or the eligible student, except that the officers, employees, and agents of any party receiving personally identifiable information under this section may use the information, but only for the purposes for which the disclosure was made.

### **b. *Redisdisclosure Not Prohibited***

i. Subdivision A. of this section does not prevent the school district from disclosing personally identifiable information under Section 6 of this policy with the understanding that the party receiving the information may make further disclosures of the information on behalf of the school district provided:

- (1) The disclosures meet the requirements of Section 6 of this policy; and
- (2) The school district has complied with the record-keeping requirements of Section 13 of this policy.

ii. Subdivision A. of this section does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or student or to parents of dependent students, or to disclosures concerning sex offenders and other individuals required to register under 42 U.S.C. § 14071. However, the school district must provide the notification required in Section 12.D. of this policy if a redisdisclosure is made based upon a court order or lawfully issued subpoena.

### **c. *Classification of Disclosed Data***

The information disclosed shall retain the same classification in the hands of the party receiving it as it had in the hands of the school district.

### **d. *Notification***

The school district shall inform the party to whom a disclosure is made of the

requirements set forth in this section, except for disclosures made pursuant to court orders or lawfully issued subpoenas, disclosure of directory information under Section 7 of this policy, disclosures to a parent or student, or disclosures to parents of a dependent student. In the event that the Family Policy Compliance Office determines that a state or local educational authority, a federal agency headed by an official listed in 34 C.F.R. § 99.31(a)(3), or an authorized representative of a state or local educational authority or a federal agency headed by an official listed in § 99.31(a)(3), or a third party outside of the school district improperly rediscloses personally identifiable information from education records or fails to provide notification required under this section of this policy, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years.

**13. RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING**

*a. Responsible Authority*

The responsible authority shall be responsible for the maintenance and security of student records.

*b. Record Security*

The principal of each school subject to the supervision and control of the responsible authority shall be the records manager of the school, and shall have the duty of maintaining and securing the privacy and/or confidentiality of student records.

*c. Plan for Securing Student Records*

The building principal shall submit to the responsible authority a written plan for securing students records by September 1 of each school year. The written plan shall contain the following information:

- i. A description of records maintained;
- ii. Titles and addresses of person(s) responsible for the security of student records;
- iii. Location of student records, by category, in the buildings;
- iv. Means of securing student records; and
- v. Procedures for access and disclosure.

*d. Review of Written Plan for Securing Student Records*

The responsible authority shall review the plans submitted pursuant to Paragraph C. of this section for compliance with the law, this policy and the various administrative policies of the school district. The responsible authority shall then promulgate a chart incorporating the provisions of Paragraph C. which shall be attached to and become a part of this policy.

*e. Record Keeping*

- i. The principal shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record with the education records of the student which indicates:

- (1) the parties who have requested or received personally identifiable information from the education records of the student;
  - (2) the legitimate interests these parties had in requesting or obtaining the information; and
  - (3) the names of the state and local educational authorities and federal officials and agencies listed in Section 6.B.iv. of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.
- ii. In the event the school district discloses personally identifiable information from an education record of a student pursuant to Section 12.B. of this policy, the record of disclosure required under this section shall also include:
- (1) the names of the additional parties to which the receiving party may disclose the information on behalf of the school district;
  - (2) the legitimate interests under Section 6 of this policy which each of the additional parties has in requesting or obtaining the information; and
  - (3) a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section 6.B.iv. of this policy in accordance with 34 C.F.R. § 99.32 and to whom the school district disclosed information from an education record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.
- iii. Section 13.E.i. does not apply to requests by or disclosure to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under Section 6.B.i. of this policy, to requests for disclosures of directory information under Section 7 of this policy, or to a party seeking or receiving the records as directed by a federal grand jury or other law enforcement subpoena and the issuing court or agency has ordered that the existence or the contents of the subpoena or the information provided in response to the subpoena not be disclosed or as directed by an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18. U.S.C. § 2332b(g)(5)(B) or an act of domestic or international terrorism.

- iv. The record of requests of disclosures may be inspected by:
  - (1) the parent of the student or the eligible student;
  - (2) the school official or his or her assistants who are responsible for the custody of the records; and
  - (3) the parties authorized by law to audit the record-keeping procedures of the school district.
- v. The school district shall record the following information when it discloses personally identifiable information from education records under the health or safety emergency exception:
  - (1) the articulable and significant threat to the health or safety of a student or other individual that formed the basis for the disclosure; and
  - (2) the parties to whom the school district disclosed the information.
- vi. The record of requests and disclosures shall be maintained with the education records of the student as long as the school district maintains the student's education records.

**14. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS**

*a. Parent of a Student, an Eligible Student or the Parent of an Eligible Student Who is Also a Dependent Student*

The school district shall permit the parent of a student, an eligible student, or the parent of an eligible student who is also a dependent student who is or has been in attendance in the school district to inspect or review the education records of the student, except those records which are made confidential by state or federal law or as otherwise provided in Section 8 of this policy.

*b. Response to Request for Access*

The school district shall respond to any request pursuant to Subdivision A. of this section immediately, if possible, or within ten (10) days of the date of the request, excluding Saturdays, Sundays, and legal holidays.

*c. Right to Inspect and Review*

The right to inspect and review education records under Subdivision A. of this section includes:

- i. The right to a response from the school district to reasonable requests for explanations and interpretations of records; and
- ii. If circumstances effectively prevent the parent or eligible student from exercising the right to inspect and review the education records, the school district shall provide the parent or eligible student with a copy of the records requested or make other arrangements for the parent or eligible student to inspect and review the requested records.
- iii. Nothing in this policy shall be construed as limiting the frequency of inspection of the education records of a student with a disability by the student's parent or guardian or by the student upon the student reaching the age of majority.

*d. Form of Request*

Parents or eligible students shall submit to the school district a written request to inspect education records which identify as precisely as possible the record or records he or she wishes to inspect.

e. *Collection of Student Records*

If a student's education records are maintained in more than one location, the responsible authority may collect copies of the records or the records themselves from the various locations so they may be inspected at one site. However, if the parent or eligible student wishes to inspect these records where they are maintained, the school district shall attempt to accommodate those wishes. The parent or eligible student shall be notified of the time and place where the records may be inspected.

f. *Records Containing Information on More Than One Student*

If the education records of a student contain information on more than one student, the parent or eligible student may inspect and review or be informed of only the specific information which pertains to that student.

g. *Authority to Inspect or Review*

The school district may presume that either parent of the student has authority to inspect or review the education records of a student unless the school district has been provided with evidence that there is a legally binding instrument or a state law or court order governing such matters as marriage dissolution, separation, or custody which provides to the contrary.

h. *Fees for Copies of Records*

i. The school district shall charge a reasonable fee for providing photocopies or printed copies of records unless printing a copy is the only method to provide for the inspection of data. In determining the amount of the reasonable fee, the school district shall consider the following:

- (1) the cost of materials, including paper, used to provide the copies;
- (2) the cost of the labor required to prepare the copies;
- (3) any schedule of standard copying charges established by the school district in its normal course of operations;
- (4) any special costs necessary to produce such copies from machine based record-keeping systems, including but not limited to computers and microfilm systems; and
- (5) mailing costs.

ii. If 100 or fewer pages of black and white, letter or legal size paper copies are requested, actual costs shall not be used, and, instead, the charge shall be no more than 25 cents for each page copied.

iii. The cost of providing copies shall be borne by the parent or eligible student.

iv. The responsible authority, however, may not impose a fee for a copy of an education record made for a parent or eligible student if doing so

would effectively prevent or, in the case of a student with a disability, impair the parent or eligible student from exercising their right to inspect or review the student's education records.

## **15. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA**

### **a. Request to Amend Education Records**

The parent of a student or an eligible student who believes that information contained in the education records of the student is inaccurate, misleading, or violates the privacy rights of the student may request that the school district amend those records.

- i. The request shall be in writing, shall identify the item the requestor believes to be inaccurate, misleading, or in violation of the privacy or other rights of the student, shall state the reason for this belief, and shall specify the correction the requestor wishes the school district to make. The request shall be signed and dated by the requestor.
- ii. The school district shall decide whether to amend the education records of the student in accordance with the request within thirty (30) days after receiving the request.
- iii. If the school district decides to refuse to amend the education records of the student in accordance with the request, it shall inform the parent of the student or the eligible student of the refusal and advise the parent or eligible student of the right to a hearing under Subdivision B. of this section.

### **b. Right to a Hearing**

If the school district refuses to amend the education records of a student, the school district, on request, shall provide an opportunity for a hearing in order to challenge the content of the student's education records to ensure that information in the education records of the student is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student. A hearing shall be conducted in accordance with Subdivision C. of this section.

- i. If, as a result of the hearing, the school district decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall amend the education records of the student accordingly and so inform the parent of the student or the eligible student in writing.
- ii. If, as a result of the hearing, the school district decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he or she disagrees with the decision of the school district, or both.
- iii. Any statement placed in the education records of the student under Subdivision B. of this section shall:

- (1) be maintained by the school district as part of the education records of the student so long as the record or contested portion thereof is maintained by the school district; and
- (2) if the education records of the student or the contested portion thereof is disclosed by the school district to any party, the explanation shall also be disclosed to that party.

*c. Conduct of Hearing*

- i. The hearing shall be held within a reasonable period of time after the school district has received the request, and the parent of the student or the eligible student shall be given notice of the date, place, and time reasonably in advance of the hearing.
- ii. The hearing may be conducted by any individual, including an official of the school district who does not have a direct interest in the outcome of the hearing. The school board attorney shall be in attendance to present the school board's position and advise the designated hearing officer on legal and evidentiary matters.
- iii. The parent of the student or eligible student shall be afforded a full and fair opportunity for hearing to present evidence relative to the issues raised under Subdivisions A. and B. of this section and may be assisted or represented by individuals of his or her choice at his or her own expense, including an attorney.
- iv. The school district shall make a decision in writing within a reasonable period of time after the conclusion of the hearing. The decision shall be based solely on evidence presented at the hearing and shall include a summary of evidence and reasons for the decision.

*d. Appeal*

The final decision of the designated hearing officer may be appealed in accordance with the applicable provisions of Minn. Stat. Ch. 14 relating to contested cases.

**16. PROBLEMS ACCESSING DATA**

- a. The data practices compliance official is the designated employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.
- b. Data practices compliance official means the individual designated by the responsible authority.
- c. Any request by an individual with a disability for reasonable modifications of the school district's policies or procedures for purposes of accessing records shall be made to the data practices compliance official.

**17. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA**

*a. Where to File Complaints*

Complaints regarding alleged violations of rights accorded parents and eligible students by FERPA, and the rules promulgated thereunder, shall be submitted in writing to the Family Policy Compliance Office, U.S. Department of Education, 400 Maryland Avenue S.W., Washington, D.C. 20202.

b. *Content of Complaint*

A complaint filed pursuant to this section must contain specific allegations of fact giving reasonable cause to believe that a violation of FERPA and the rules promulgated thereunder has occurred.

**18. WAIVER**

A parent or eligible student may waive any of his or her rights provided herein pursuant to FERPA. A waiver shall not be valid unless in writing and signed by the parent or eligible student. The school district may not require such a waiver.

**19. ANNUAL NOTIFICATION OF RIGHTS**

a. *Contents of Notice*

The school district shall give parents of students currently in attendance and eligible students currently in attendance annual notice by such means as are reasonably likely to inform the parents and eligible students of the following:

- i. That the parent or eligible student has a right to inspect and review the student's education records and the procedure for inspecting and reviewing education records;
- ii. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;
- iii. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;
- iv. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of FERPA and the rules promulgated thereunder;
- v. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the school district has determined to have legitimate educational interests; and
- vi. That the school district forwards education records on request to a school in which a student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment or transfer and that such records may include suspension and expulsion records pursuant to the federal Every Student Succeeds Act and, if applicable, a student's history of violent behavior.

b. *Notification to Parents of Students Having a Primary Home Language Other Than English*

The school district shall provide for the need to effectively notify parents of students identified as having a primary or home language other than English.  
*c. Notification to Parents or Eligible Students Who are Disabled*

The school district shall provide for the need to effectively notify parents or eligible students identified as disabled.

**20. DESTRUCTION AND RETENTION OF RECORDS**

Destruction and retention of records by the school district shall be controlled by state and federal law.

**21. COPIES OF POLICY**

Copies of this policy may be obtained by parents and eligible students at the office of the superintendent.

**Legal References:**

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)

Minn. Stat. Ch. 14 (Administrative Procedures Act)

Minn. Stat. § 120A.22 (Compulsory Instruction)

Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)

Minn. Stat. § 121A.75 (Sharing Disposition Order and Peace Officer Records)

Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)

Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)

Minn. Stat. § 260B.171, Subds. 3 and 5 (Disposition Order and Peace Officer Records of Children)

Minn. Stat. § 363A.42 (Public Records; Accessibility)

Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors)

Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)

10 U.S.C. § 503(b) and (c) (Enlistments; Recruiting Campaigns; Compilation of Directory Information)

18 U.S.C. § 2331 (Definitions)

18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)

20 U.S.C. § 1232g et seq. (Family Educational Rights and Privacy Act)

20 U.S.C. § 6301 et seq. (Every Student Succeeds Act)

20 U.S.C. § 7908 (Armed Forces Recruiting Information)

26 U.S.C. §§ 151 and 152 (Internal Revenue Code)

34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)

34 C.F.R. § 300.610-300.627 (Confidentiality of Information)

42 C.F.R. § 2.1 et seq. (Confidentiality of Drug Abuse Patient Records)

Gonzaga University v. Doe, 536 U.S. 273, 122 S.Ct. 2268, 153 L.Ed. 2d 309 (2002)

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

	<b>AYE</b>	<b>NAY</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Arneson	_____	_____	_____	_____
Ali	_____	_____	_____	_____
Caprini	_____	_____	_____	_____
Cerrillo	_____	_____	_____	_____
El-Amin	_____	_____	_____	_____
Ellison	_____	_____	_____	_____
Inz	_____	_____	_____	_____
Jourdain	_____	_____	_____	_____
Pauly	_____	_____	_____	_____

Presiding Officer

Attest

\_\_\_\_\_  
 Kim Ellison, Chair, Minneapolis  
 Public Schools

\_\_\_\_\_  
 Josh Pauly, Clerk, Minneapolis Public  
 Schools



# MPS ESSER III Investment Recommendations



**Board of  
Education  
Meeting**

September 14, 2021



# Overview

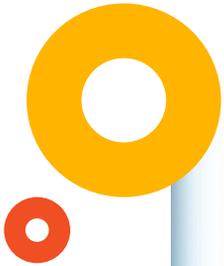
- These funding recommendations aim to address the serious impacts of the COVID-19 pandemic on Minneapolis Public Schools students.
- They align with MPS' community driven, long-term vision for our district and are grounded in equity, transparency and accountability.
- These recommendations were informed by thoughtful feedback received from Minneapolis parents, partners and community members.

# Thanks to Advisory Committee Members

**Jennifer Simon**, MPS Indian Education  
**Lucie Skefte**, American Indian PAC/DPAC  
**Asia Givens**, BPAC Chair/DPAC  
**Sarah Washington**, PPE/SEAC and MPS Mntl Hlth Taskforce  
**Abdullahi Abdi**, SPAC Chair  
**Dulce de la Rosa**, LPAC Chair/PPE  
**Jerry Lee**, HPAC Chair/PPE  
**YaTonya Branch**, PPE  
**Greta Callahan**, Teacher Union MFT  
**Shaun Laden**, ESP Union  
**Dr. Emily Palmer**, Principal Forum  
**Jessica Burton**, AFSCME Union  
**Monica Shockency**, AMP Union  
**Steve Crenshaw**, AMP Union  
**Galiena Boyajian**, MACA Union  
**Aaron Janson**, SEIU Union  
**Hannah Bernardson**, Teamsters  
**Dan McConnell**, Trades  
**Janae Kranz-Odendahl**, MPS Citywide Student Board  
**Kyrra Rankine**, Graves Foundation

**Susan Bobolink**, American Indian PAC  
**Isaac Fox**, MPS Student  
**Ka Ying Yang**, CAAL  
**Michelle Chang**, CAAL  
**Khulia Pringle**, National Parent Union  
**Irma Trapero**, Latino LEAD  
**Sondra Samuels**, NAZ  
**Marquita Stephens**, Mpls. Urban League  
**Jenny Yang**, MPS DPAC  
**Maggie George**, DPAC/Advance Learners  
**Mary Ghebremeskal**, MPS Student/ MPS Board  
**Cecilia Calabria**, DPAC/COPAL  
**Charlotte Kinzley**, MPS Homeless and Highly Mobile  
**Natasha Lige**, Stable Homes/Stable Schools  
**Curtis Hartog**, MPS Capital Planning  
**Kevin Marshall**, Engineer/Community Member  
**Abdirizak Hassan Alibos**, Waalid Organization  
**Kenneth Eban**, Advancing Equity Coalition  
**Ahmed Hussein**, Stable Homes/Stable Schools  
**Mikisha Nation**, MPS WBWF

# Guiding Principles



## **Equity.** **Engagement.**

Ensuring people closest to our students families, teachers, partners and school communities have a significant voice in shaping how this federal money is spent.

# MPS Commitments

## A commitment to equity

that targets funds to students most impacted by the twin pandemics of COVID-19 and systemic barriers to access and opportunity

## A commitment to lift up voices

of families, students, partners and community members

## A commitment to transparency and accountability

for decision-making and use of all ESSER III funds

# What Did the Community Tell Us?

**Virtually all input and recommendations fell into broad themes or categories:**

- Social-emotional and mental health
- Academic programs to address learning disruption
- Safe and healthy buildings and facilities
- Expectations for transparency and accountability
- Equitable high-quality talent acquisition and maintenance
- Community collaboration and partnership



# How Did MPS Engage the Community?

## 01 ESSER III Stakeholder Advisory Committee

Within weeks of learning about the ESSER III funds, convened an advisory committee (staff members, union reps, students and families, and community partners) to help make recommendations to inform the district's plan.

## 02 Digital Communications

Regular emails and online posts drove stakeholders to our webpages, which included a simple feedback form completed and returned by 70 individuals.

## 03 Tribal Consultation

A meeting with the Tribal Nations Education Committee (TNEC) to gather input about how the funds could be used to support American Indian students.

## 04 Direct Community Input

Partners and stakeholders provided direct input to the Superintendent and MPS leaders.

# Considerations in Addition to Community Feedback

To ensure the MPS plan addresses the immediate needs of students, is aligned with the district's long term vision and goals, and adheres to state and federal requirements, MPS also considered:

**A**

**MPS Board Values**

**B**

**Comprehensive District Design (CDD) Goals**

**C**

**Federal Guidance**

**D**

**Minnesota Department of Education (MDE) Priorities**



# Building the Plan



**With community feedback in hand, along with other important considerations, Superintendent Graff and his leadership team developed a comprehensive list of potential investments focused on:**

- Student/family need related to COVID-19
- Alignment with strategic direction developed with extensive community input over the past three years

**Each individual recommendation was reviewed and prioritized through the lens of professional expertise, community priorities, equity, and expected impact.**



# Academic Programs Addressing Learning Loss

## Examples of Recommended ESSER III Investments

- Expanded summer and break programming
- Reading and functional interventions
- Work-based learning recovery plan
- Multilingual digital learning tools
- World Language inclusive resources
- Additional High Five programming
- Expanded GEMS/GISE
- Universal Access technology
- More diverse, inclusive books and materials
- Increased tutoring during day and afterschool
- Literacy and math intervention and acceleration; extension tools and professional development
- Early literacy professional development
- Credit Recovery through experiential learning

# Social-Emotional and Mental Health

## Example Recommended ESSER III Investments

- Expanded youth participatory and parent-participatory evaluations
- Formal collaboration with citywide student government
- School psychologists and social workers
- Student support groups
- Social-emotional/anti-bias curriculum
- Investments in restorative practices
- Increased support from MPS staff
- Special Education social-emotional interventions
- High school and Early Childhood Special Education (ECSE)

# Safe and Healthy Buildings and Facilities

## Examples of Recommended ESSER III Investments

- Maintaining and expanding custodial staff
- Replace air handling systems
- Continued ventilation, PPE and disinfection supplies

# Equitable, High-Quality Leaders and Staff

## Example Recommended ESSER III Investments

- Expanding high school-to-teaching pathways, including summer internships
- Investing in the design and implementation of MPS' internal licensure program
- Funding additional HR consultants to support recruitment
- Adding reading licensure pathway for current teachers
- Supplemental training around climate, mental health and/or content areas

# Community Collaboration and Partnerships

## Example Recommended ESSER III Investments

- Bilingual, bicultural Community Outreach Navigators
- Strategies to fully develop parents and community as partners in student education after COVID disruption
- Better train district staff to partner with parents through the Dual Capacity Framework program
- Expansion of Parent Participatory Evaluation (PPE) program and community navigator programs

# Expectation of Transparency and Accountability

## Examples of Recommended ESSER III investments

- Additional staff to evaluate and report results and impact of ESSER III
- Development of a dashboard to aid in public reporting

# Stability for Students, Predictability for Families

- The power of any new ESSER III investments would be offset by significant program reductions or increased class sizes.
- Making new investments without continuing existing services could negatively impact students and schools and compromise the quality education that families expect for their children.
- Therefore, we recommend some ESSER III funds be used to retain/maintain staffing levels at school sites (unless their enrollment declines).

# Continuity of Services, Staffing and Programs

**Examples of potential investments** that would maintain class size and preserve staff:

- \$9 million to preserve 90 FTE classroom teachers
- \$5.8 million to preserve 58 English Learner (EL) teachers
- \$2.7 million to preserve 27 school-based differentiation specialists
- \$8 million to preserve 233 Special Education Assistants (SEAs)
- Plus an additional \$10.5 million per year to maintain programs and student supports

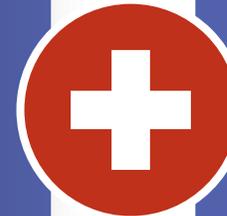
# A Reminder: MPS CARES Act Investments

The bulk of CARES Act (including ESSER I) funds respond to COVID-19 related costs:

- Personal Protective Equipment (PPE)
- HEPA filters
- School preparedness and safety protocols
- Technology/devices
- Translations and interpretation
- Mental health supports and professional development
- Transition to Distance Learning

Summer school planning, partnerships and supplies

Ongoing investments being made



# A Reminder: MPS ESSER II Investments

Used in the 2021–2022 budget for:

Summer and after-school programming

English Learner/Special Education support

Mental health supports

Mitigation of student enrollment decline

Predictable Staffing and CDD Implementation

Ventilation/PPE/increased cleaning

Credit recovery/on-time graduation

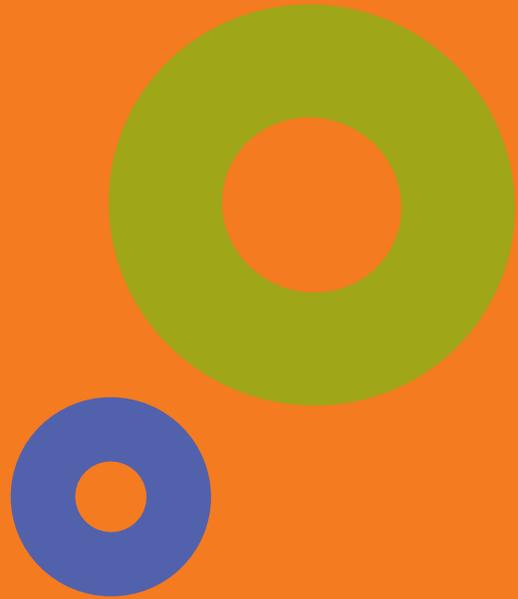
IT support

# Submission to MDE

**October  
1**

**Plan/application submitted to MDE**





# Questions



# Appendix: Recommended ESSER III Investments

Expenditure Description	ESSER III Budget
6-12 Literacy Specialist Professional Development Material	\$7,400.00
Additional mental health support for high school and early childhood	\$540,000.00
Additional Reading Licensure Pathway	\$500,000.00
Additional Related Services Staff	\$1,952,514.00
Additional Staff for ESSER Evaluation and Reporting	\$1,337,650.00
Air Handling Replacement at Select Schools	\$11,600,000.00
Americorps Tutors-Check & Connect	\$300,000.00
Americorps Tutors-Indian Education	\$80,000.00
Americorps Tutors-Office of Black Student Achievement	\$100,000.00
Birth to 5 Social-Emotional Learning (SEL) Intervention	\$180,000.00
Bus Driver Recruitment and Retention	\$2,437,323.00
Career and Technical Education (CTE) English Learner Support	\$296,775.00
Community Outreach Navigators	\$321,542.00
Contract Support for Licensure Pathway Program	\$76,070.00

# Appendix: Recommended ESSER III Investments

Expenditure Description	ESSER III Budget
Core Curriculum Materials for Special Education	\$200,000.00
Culturally Specific Community Contracts for Student/Family Support	\$2,499,999.00
Custodial Recruitment and Retention	\$4,582,080.00
Diverse, Inclusive Books and Materials	\$310,000.00
Dual Capacity Framework Professional Development	\$250,000.00
Early Childhood Special Education (ECSE) Literacy Interventions	\$75,000.00
Early Childhood Special Education (ECSE) Support for Expanded High Five	\$969,780.00
Early Childhood Special Education (ECSE) Support for High Five Summer Program	\$132,202.00
Early Childhood Transition to Kindergarten Development	\$183,678.00
Early Reading Strategies Professional Development	\$2,000,000.00
Embodied Math Strategies Curriculum and Professional Development	\$400,000.00
Emergency Management Service & Supplies	\$1,070,562.00
ESP (Educational Assistants) Professional Development for Climate and Equity	\$1,200,000.00

# Appendix: Recommended ESSER III Investments

Expenditure Description	ESSER III Budget
ESSER Finance Support Staff	\$660,168
Expand Summer Field Trips	\$100,000
Expanded Afterschool and Summer Freedom School Programming	\$1,666,666
Expanded GEMS/GISE to two additional summer locations	\$300,000
Expanded summer programing opportunities	\$300,000
Expanded Summer High Five	\$1,871,987
Expanded Super Summer (Community Education)	\$166,666
Experiential Learning Contracts (Vendor Contracts)	\$3,300,000
Experiential Learning Grades 6-12 (Licensed Staff)	\$1,145,010
Family Engagement Supplies	\$20,000
Formal Student Collaboration City Wide Board and YPE to review ESSER investments	\$434,125
Functional Communication Intervention Development for Special Education	\$150,000
Furniture, Fixtures and Equipment Supplies	\$250,000

# Appendix: Recommended ESSER III Investments

Expenditure Description	ESSER III Budget
Graduation Coaches-Indian Education	\$125,024
Graduation Coaches-Multilingual	\$250,048
Graduation Coaches-Office of Black Student Achievement	\$125,024
High School-to-Educator Pathway	\$550,000
Homeless/Highly Mobile (HHM) Student Literacy Project	\$60,000
Homeless/Highly Mobile (HHM) Student Summer Programming	\$50,000
Human Resource Consultants	\$531,004
iNCI (Nonviolent Crisis Intervention) Train the Trainer Support	\$219,000
iNCI (Nonviolent Crisis Intervention) Training for additional support staff	\$466,666
Increase AVID Tutors	\$395,211
K-5 Special Education Literacy Materials	\$156,200
Lifeguards for 3 Middle School Pools	\$339,117
Maintain HEPA and MERV 14 air filters	\$2,295,300

# Appendix: Recommended ESSER III Investments

Expenditure Description	ESSER III Budget
Math Recovery Intervention Professional Development/Materials (Special Ed)	\$720,000
Math Tradebook Sets Grades 6-12	\$460,000
Meal Support for MPS Online School	\$2,374,965
Mental Health (Support Special Specialists and Cultural Consultancy)	\$306,107
Mental Health Student Support Groups	\$75,000
Multi-Tiered Systems of Support (MTSS) Tracking System	\$700,000
Multilingual Digital Learning Tool/Digital Literacy	\$976,141
Operations Support for Academic Programs and Materials	\$2,200,000
Personal Protective Equipment (PPE) Supplies	\$150,000
PRESS (Literacy) Professional Development	\$32,000
Reading Apprenticeship (Literacy) Professional Development	\$202,384
Reading Partners (Literacy Tutoring) additional site	\$90,000
Restorative Practices Training	\$200,000

# Appendix: Recommended ESSER III Investments

Expenditure Description	ESSER III Budget
School Improvement & Academic Data System to support MTSS	\$500,000
School Spirit Sports Camps	\$380,868
Secondary Literacy Interventions Professional Development	\$474,290
Secondary Social-Emotional Learning (SEL) Interventions for Special Education	\$450,000
Site-based Parent Participatory Evaluation expansion	\$400,000
Social-Emotional Learning (SEL)/Anti-Bias Curriculum	\$600,000
South High American Indian Staff and Professional Development	\$406,105
Special Education Data Warehouse	\$420,000
Special Education Elementary Support for Literacy Support at 3 Schools	\$618,321
Special Education Evaluations Extended Time and Support	\$300,000
Special Education Expanded Summer Programming	\$1,600,000
Special Education Interventions (K-12)	\$600,000
Staff/Program Continuity	\$74,628,539

# Appendix: Recommended ESSER III Investments

Expenditure Description	ESSER III Budget
Students of Color Mentorship Program for students in college credit courses	\$60,000
Summer Scholars Sailing School Extended Learning Opportunities	\$80,000
Swimming Education Supplies for Students	\$310,453
Teacher Licensure Pathways	\$1,283,547
Technology Universal Access (Devices)	\$14,040,000
Technology Universal Access Literacy Software	\$168,000
Telescope Math Teachers	\$824,425
Transportation Support for Academic Programs and Materials	\$2,437,867
Upstream Arts Afterschool Special Education Programming	\$216,000
Washers & Dryers	\$223,800
We Want You Back Expanded Support	\$322,872
World Language Additional Reading Materials	\$70,000
Youth Language Arts and Advisory Council	\$37,420

# **MPS FACILITY NAMES ADVISORY COMMITTEE RECOMMENDATIONS REPORT 8.31.2021**

## **TABLE OF CONTENTS**

- INTRODUCTION ..... 1**
- COMMITTEE PROCESS ..... 2**
- NAME CHANGE RECOMMENDATIONS..... 4**
  - Further research & recommendations..... 4**
- PROCESS RECOMMENDATIONS ..... 8**
- CONCLUSION ..... 9**
  - APPENDIX A – Initial facility name information ..... 10**
  - APPENDIX B – School name context research ..... 16**
  - APPENDIX C – School survey student results ..... 18**
  - APPENDIX D – School survey staff results ..... 29**
  - APPENDIX E – Principal’s survey results ..... 33**

# INTRODUCTION

This advisory committee around the Minneapolis Public School Facility Names was appointed by the Minneapolis School Board in October 2020, under Board Resolution 2020-0052. The task appointed to the committee was to “research and provide a report of recommendations by August 2021 of any MPS facilities that should be renamed.” This report provides those recommendations, and provides further recommendations into the process necessary for ongoing support of these changes and conversations.

The committee began forming in January 2021, and met from March to August 2021. The advisory committee was formed of students, parents, alumni, former teachers, and other stakeholders in the MPS community. Members of the committee were Gabriel Spinks, Stephanie Gasca, Abdi Abdullahi, Tonyus Chavers, Leili Fatehi, Carly Bad Heart Bull, Stacie Brudenell, Nou Vang, Nathaniel Genene, Dr. Kate Beane, and Student Representative Mary Ghebremeskal. Student Representative Ghebremeskal was voted chair of the committee, and it was facilitated by Carl Atiya Swanson of Cast Consulting.

This committee met during incredibly difficult times. The COVID-19 pandemic that upended the school year meant the committee met only virtually, while navigating childcare, work, and personal and professional loss and hardships. The committee met during the trial of Derek Chauvin for the murder of George Floyd, and the calls for justice and change guided the conversations of the committee. During the meeting period the ongoing violence against Black and brown bodies, the killings of Daunte Wright, Winston Smith, and Deona Marie Knajdek caused further trauma, disruption, and harm in the lives of committee members. These traumas also reinforced the need to find just and equitable solutions and paths forward in all ways possible.

The work of this committee also took place in the context of other name change efforts. The committee benefited from the knowledge and experience of the Justice Page Middle School name change, the name reclamation of Bde Maka Ska, and the recent move to rename Henry Sibley High School in Mendota Heights to Two Rivers High School. In San Francisco, a similarly situated committee delivered a sweeping set of recommendations for name changes at the beginning of 2021, which were then faced with pushback and eventually dropped because of lack of community engagement, questions around research accuracy, and the timing of the changes in the pandemic.

This knowledge and these contextual considerations have informed how this committee has approached this work. This committee was composed of laypeople volunteering their time to these efforts, and so the ongoing need for researchers, archivists, and education has shaped these conversations. This advisory committee has taken a more deliberate approach, guided by the experience of name changes, the desire to listen to and have students lead, and the need for ongoing, in-depth conversations around names and places that go beyond the context of Minneapolis schools.

# COMMITTEE PROCESS

This committee was provided facility name information from MPS, and then proceeded with further research to come to understanding about recommendations. (See APPENDIX A – Initial facility name information, and APPENDIX B – School name context research.)

Over the course of the committee’s meetings, the need for more comprehensive histories, archival records, and accessible information became clear as a stated need to both further the work of the committee and carry the recommendations forward. In July and August of 2021, the committee contracted with An Garagiola-Bernier, Fellow at the Institute for Advanced Study and MPS candidate in Public Policy at the Humphrey School of Public Affairs, to conduct research on a selection of MPS facility names to add context to the committee’s work, and model what future research engagement might yield for MPS. The names were selected by the committee to provide greater insight into names with no obvious connection to Minnesota, and public figures with complex legacies. That report, *What’s in a Name?*, is included as a separate file in the full report package and provides valuable insight into the people MPS facilities have been named after, and avenues for further development of this work.

In sharing the lived experiences of the advisory committee and relationships to MPS, the desire to hear from students and center them in decision making emerged as a key motivation for the committee. In particular, the committee wanted to know how much students already knew about the names of their schools, how much they liked the names of their schools, and any positive or negative associations with the school names. The committee worked with the Office of Accountability, Research, and Equity from April to June 2021 to develop and include three questions in the MPS Spring survey to gain this information and aid in making final recommendations. The questions that were included in the survey were:

1. *How much, if anything, do you know about the history of your current school's name?*

- *I don't know anything*
- *I don't know much*
- *I know a little*
- *I know a lot*

2. *How much, if at all, do you like your school's name?*

- *I don't like it at all*
- *I don't really like it*
- *I kind of like it*
- *I like it a lot*

3. *Why do you [insert “like” or “not like” based on answer to previous question] your school's name? [open-ended]*

The following notes about the distribution, response rate, and survey results were provided by the Office of Accountability, Research, and Equity to aid in interpreting results:

- Student survey:
  - Spring student survey is sent out to grades 4, 6, 8, and 10, so those are the grades represented in this data.
  - The response rate was 41%. There were, however, significant differences in the response rate by race/ethnicity (for example, 51% of white students compared to 29% of African American students). There are provided tabs that break the results down by both school and race/ethnicity.
  - There were 18 sites that we didn't receive any data for. Most of those sites are contract alternatives with very low numbers of students, but there were three larger schools that we don't have data for: Henry High, Franklin, and Anwatin.
- The staff survey was sent out to all teaching staff and the response rate was 50%.

Some details about the data files:

- Q110 (or Q18 for the staff survey) was *How much, if anything, do you know about the history of your current school's name?* and Q111 (or Q19 for the staff survey) was *How much, if at all, do you like your school's name?*
- For all tabs, any data where there were fewer than 5 respondents were taken out (for example, if fewer than 5 Asian students responded at a specific site, the data for that school's Asian respondents wouldn't be reported) in order to protect confidentiality.
- When interpreting the data, keep an eye on the N and Response Rate columns – if they are low, then be cautious of over-interpreting the findings.

The responses for ranked choice questions from students, staff and principals are included at the end of this report. (See APPENDIX D – School survey student results, APPENDIX E – School survey staff results, and APPENDIX F – Principal's survey results.) With over 3100 school survey open-ended results coded as positive and 400 school survey open-ended results coded as negative, those tables have been compiled as separate files and included in the full report package for further research and evaluation.

The distribution of responses about awareness and attachment, and the negative open-ended responses in particular were informative and instructive to the to the committee. The advisory committee read through student responses to gauge level of conversation, awareness, and desire for change amongst students. These responses underscore both necessary changes to meet MPS equity goals, and the need for further education and support in moving these conversations and changes forward.

# NAME CHANGE RECOMMENDATIONS

The need for change to come directly from students and the school communities were a guidepost for the work of this committee, and so these recommendations are made in that spirit – that action should be taken on names, driven by the stakeholders.

The following three facility names in particular should be changed to meet MPS Policy 1304 goals that “Every student deserves a respectful learning environment in which their racial and ethnic diversity is valued and contributes to successful academic outcomes”:

## **Sheridan Arts Spanish Dual Immersion**

Named for General Phillip H. Sheridan, who pursued brutal campaigns against Native peoples during the Indian Wars of the late 1860s and 1870s. He is known, perhaps apocryphally, for saying that “The only good Indian is a dead Indian,” but the impact of his actions against Native populations is undeniable. 90% of staff respondents to the survey had a negative opinion of the name, and negative responses from students who were aware of this history – “Because it was named after a racist person.” – indicate the need for this name to change.

## **Jefferson Community School**

Thomas Jefferson, as well as being the third president of the United States, was a holder of enslaved people and fathered children through Sally Hemings, an enslaved woman. As one student responded to the question of why they did not like their school’s name, “It's named after Thomas Jefferson, was the 3rd president of the U.S. but he was also a slave owner (as a white man), he directly benefited from being. So, me, especially as an African-American, wouldn't really support someone like that.” Or, as another student put it as part of a longer comment, “WE SHOULD DEFINITELY CHANGE THE NAME.”

## **Patrick Henry High School**

The issues around Patrick Henry as a holder of enslaved people and the ongoing discussion around a name change for the school are well known and documented. Unfortunately, Patrick Henry did not return any survey data about student awareness or satisfaction with their name, but did return staff results. 93.3% of staff respondents knew a little or a lot about the name, while 53.6% didn't really like it or didn't like it at all. In line with the recommendation around Jefferson, and the importance of community-led movement for change, this committee is recommending that this name be changed.

## **Further research & recommendations**

An Garagiola-Bernier’s *What’s in a Name?* report further highlights historical figures with legacies tied to slavery, expansionism, child endangerment, and displacement or eradication of Native peoples that do not actively support MPS’s stated goals for a

respectful learning environment, or may actively exclude students because of these histories. Names from that research include:

### **Field Community School**

Eugene Field is known as “the Poet of Childhood” for his large output of poetry for children, but body of work includes erotica and the story *Only a Boy*, initially published anonymously, that features a 12 year old boy sexually molested by a middle-aged woman. Field was established as a school in 1920-21, but the novel was re-published under Field’s name in 1968. This is a strong reason to change this name.

### **Windom Community School**

William Windom was a United States politician from Minnesota. He served as a Republican in the US House of Representatives from 1859-1869, where he advocated for the “removal or extermination of Sioux from Minnesota” and introduced a bill to remove the Winnebago Tribe from Minnesota. In 1872, he supported the Indian Appropriations Bill which opened large tracts of Sisseton and Wahpeton lands to white settlers and in 1876 he introduced legislation to open more Dakota lands, specifically the Black Hills, where gold had recently been discovered. His ongoing hostility to Native people was present in his terms in the U.S. Senate and as Secretary of Treasury.

### **Marcy Open School**

William Marcy was a U.S. Secretary of State from 1853-1857, was an expansionist and sat on the Mexican Claims Commission, and negotiated the Gadsden Purchase, the last major U.S. territorial expansion. He was also a proponent of compromises on slavery, including facilitating the Ostend Manifesto, which proposed the US annex Cuba as a slave state.

### **Franklin Middle School**

Benjamin Franklin held enslaved people and profited from the Transatlantic slave trade through his newspapers. He spoke out against slavery later in life, writing in favor of abolition and education. Franklin was one of the schools not to return any survey data for students, although staff returned survey results. In an indicative irony, 66% of staff responded that they knew nothing or not much about their school name, while 100% of respondents said they kind of liked it or liked it a lot.

### **Hiawatha Community School - Howe Campus**

Julia Howe was a poet and suffragist, supporting the 15<sup>th</sup> Amendment for Black men to vote, but had prejudices against Native Americans. According to her journals, published posthumously by her daughter, on the tour of Africa, she referred to Sudanese as “savages,” and discussed “civilizing” Native Americans, who she also referred to as “savages.”

### **Jenny Lind Elementary**

Jenny Lind has no real connection to Minnesota, but the Swedish opera singer toured the U.S. as under contract with P.T. Barnum, and Barnum’s marketing campaign made a

lasting impact on Lind's visibility and name placement. While on tour, she refused to speak on the issue of abolition, and several accounts exist of her hegemonic views on race, including dismissive views of education rights for Black people.

### **Burroughs Community School**

John Burroughs' writing reflected a dualism that separates nature from knowledge, with no explicit writing that is troubling, but that dualism was a foundation of western expansion.

### **Lake Harriet Community School**

Harriet Lovejoy was the wife of military careerist Henry Leavenworth, who helped build Fort Snelling at Bdote, which would serve as the site of Dakota internment after the US-Dakota war. Bde Unma was renamed Lake Harriet in the 1920s.

### **Bancroft Elementary School**

In his role as Secretary of Navy under President Polk from 1845-1846, George Bancroft mobilized troops was involved in the Mexican-American War. His writing has been widely criticized for romanticizing European settlement of North America and lacking critical reflection, but he was also an abolitionist and suffrage supporter.

There are additional school names that the student response highlighted a need for conversation around changing names, or increased conversation and education around the context and impact of the name on students. Those schools, with representative student feedback, are:

### **Anthony Middle School**

Named after Susan B. Anthony, 1820-1906, a social reformer and women's rights activist, whose pursuit of suffrage for women excluded Black women and women of color. Although survey responses for name awareness and positive association were high, and there was there was pride at Anthony's work, there were also a number of negative responses from students about the historical disenfranchisement – "Susan B Anthony was racist. Sure she fought for women's rights, but take a guess at which women. Answer: White women." Even responses coded as positive acknowledged a conflicted history – "Susan B Antony did a lot of good things in the women rights movement but she also did bad things too. She fought for women rights but only white women rights." With 337 individual responses, this suggests the level of name awareness at the school is high, and the conversation is ongoing.

### **Roosevelt High School**

Named for Theodore Roosevelt, America's 26th president, there were both responses with positive associations, but also negative associations and concerns about Roosevelt holding and acting on beliefs of racial hierarchy including the superiority of white men of European descent. "Our school is a very diverse school with a big community, and having a white man in power as the name of our school, doesn't really reflect/represent our school."

## **Edison High School**

Thomas Edison has been mythologized through history and his own promotion as the inventor of the light bulb and “The Wizard of Menlo Park,” but the placement of him as singular genius overlooks contributions from collaborators, staff, and other scientists. As one student put it: “I don't think Thomas Edison gave enough credit to everyone who helped in the process of making the first incandescent light commercially practical.” An Garagiola-Bernier’s research into a selection of names also included Thomas Edison, who has also been criticized in contemporary times for use of animals in electrical experiments, and for secretly financing the research into the development of the first electric chair.

## **Indigenous place names**

Furthermore, there is a whole body of names of schools, but also places and neighborhoods in Minneapolis that come from Henry Wadsworth Longfellow’s 1855 epic poem, *The Song of Hiawatha*. Those names include **Longfellow** and **Hiawatha**, as well as **Nokomis**, **Keewaydin**, **Wenonah**, and **Minnehaha**. Longfellow’s epic takes Hiawatha, a real historical figure and co-founder of the Iroquois Confederacy, and plants him in a fictionalized Ojibwe and Dakota setting, written by a man who never visited Minnesota. It is important not to take away names that have meaning in Ojibwe and Dakota, but to deepen teaching and understanding the full history of this place and the importance of names.

As one comment from the student survey, responding to their opinion of Field Community School as a name, put it: “I would prefer a name that was relevant to our history in a way that shows that it doesn't dictate our future, so instead of naming it after one aspect of our history, or naming it after any Europeans, name it after a Dakota chief!”

Developing an understanding of the ongoing representational harm of only understanding these names through an ahistorical lens is an important component of education, and this should be a consideration for MPS’s equity work.

# PROCESS RECOMMENDATIONS

The process of forming this committee and setting about its work highlighted the need for ongoing support to strengthen future conversations, deeper research and archives than were available to the committee initially. The following process recommendations are intended to support MPS in this work going forward:

## **Invest in the research around facility names.**

Although this committee was provided with some information and history around names by MPS, these lists were high level and incomplete. The work of this committee included research around the existing school names, seeking out information around name changes, and working with additional support through the University of Minnesota and Minnesota Historical Society to develop an understanding of existing name sources. An Garaigiola-Bernier's supplemental research provided a deeper dive into the history and connections of the facility names that models what would be possible with further investment. Taking this information, and continuing to expand it through research and a searchable archive will support deeper and accessible understanding of the history of MPS names, supporting their understanding in the current context.

## **Establish educational modules teaching school name history.**

Among the experience of the committee members, education about the history of facility names and namesakes varied by school, as can be seen in the survey response data. Committing to specific educational modules and ensuring students understand who their school is named after and why is a critical step in opening up further conversation around the importance of naming, the impact of names on educational equity, and sense of belonging. The context for these naming conversations will continue to shift, and supporting the educational process for increased conversations around names is a forward-looking move to support the district's equity goals. The first investment in research and archives supports this second recommendation towards education and engagement.

## **Commit to surveys and engaging students around name awareness.**

Finding ways to center the voices of students and engage students was key to the work of this committee. This committee was able to work with the MPS Office of Accountability, Research, and Equity to include survey questions in the district-wide survey in May and June to assess students' connection to and knowledge of their school names. These survey results provided strong indicators of student opinion, and surveying around this awareness should continue and inform future decisions.

## **Create a supportive fund for name change processes.**

Financial and logistical considerations were cited as barriers to a name change process – paying for sign changes, uniform changes, letterhead, etc. To support equity and inclusion in practice, MPS should establish a fund to support name changes, eliminating a structural barrier to change.

**Commit to re-forming this committee on an ongoing basis.**

This work towards equity and representation is an ongoing process, and has only been started by this committee. With the other education, surveying, research, and support recommendations, MPS should commit to re-convening a similarly situated committee on a regular basis to review changes and suggest updates.

## **CONCLUSION**

This work has been driven by the commitment of MPS stakeholders, and provided an important point of connection and purpose. The committee would like to extend their thanks Kate Diamond and Fadumo Osman at the Office of Accountability, Research, and Equity for their survey support, and to Ryan Strack as the liaison for this committee. Special thanks to An Garagiola-Bernier at the University of Minnesota for her research support.

This work has been undertaken at a difficult time for Minneapolis, with many unresolved questions and an ongoing struggle for justice and equity. With these recommendations, and with a commitment to carrying them forward, this committee hopes that MPS will support these changes, as part of bigger, broader work towards equity, engaging students, parents, and stakeholders.

## APPENDIX A – Initial facility name information

Current School Name	Original School Name (if different from current name)	Year Original School/ Building Opened	Year Name Change (if applicable)	Type of School	History of Name
Anishinabe Academy	Anishinabe Academy shares a building with Sullivan Community	Started serving students in 2003-2004		Pre K-8	Anishinabe Academy is named after and in honor of Anishinabe (Ojibwe) people.
Barton Open		1915		K-8	Barton Open is named after Clara Barton, 1821-1912, founder of the American Red Cross, head nurse for the Union during the Civil War, established the Missing Soldiers Office, identifying war dead. Born 12/25/1821
Edison High School		1922		High School	Edison High School is named after Thomas A. Edison, 1847-1931, an inventor and businessman.
Folwell Performing Arts		1931	2010	Pre K-8	Folwell Performing Arts is named after William W. Folwell, 1833-1929, an educator, writer, historian, and first president of the University of Minnesota.
Heritage Academy	Tuttle	1911	2007	6-12	
Kenwood Community		1908		K-5	Kenwood School is likely named after the adjacent Kenwood Park.
MACC - Minneapolis Academy and Career Center		2016		High School	
Northrop Community (program) at Ericsson	Ericsson	1916	2005	K-5	Northrop Community at Ericsson is named after Cyrus Northrop, 1834-1922, president of the University of Minnesota from 1884 - 1911.
River Bend Education Center	Originally West Central, then W. Harry Davis	1994	2017	K-8	River Bend education center may be named after River Bend Nature Center in Faribault, Minnesota.
Sheridan Arts Spanish Dual Immersion		1932		Pre K-5	Sheridan Arts Spanish Dual Immersion is named after Philip H. Sheridan, 1831-1888, a career United States Army officer, Union Army General. Conducted Indian Wars against the Cheyenne, Kiowa, and Comanche people, proponent of violation of tribal lands, decimation of the buffalo.

Waite Park Community		1950		Pre K-5	Waite Park is likely named after the adjacent Waite Park, named for Edward Foote Waite, Judge of Hennepin County District Court, Juvenile Court for 20 years.. Born 1/15/1860
Wellstone International High School	Wilder	1974-1975	2001	High School	Named after Paul Wellstone, 1944-2002, an academic, author, and United States Senator from Minnesota.
Whittier International		1997		Pre K-5	Whittier International is named after John G. Whittier, 1807-1892, a poet.
Anthony Middle School		1957		6-8	Anthony Middle School is named after Susan B. Anthony, 1820-1906, a social reformer and women's rights activist.
Armatage Montessori		1952		K-5	Armatage Montessori is named after Maude D. Armatage, 1870-1964, Vice President of the Minneapolis Park Board.
Burroughs Community		1926		K-5	Burroughs Community is named after John Burroughs, 1837-1921, a naturalist and nature essayist.
Field Community School		1920-1921		5-8	Field Community School is named after Eugene Field, 1850-1895, a poet.
Hale Community		1930		K-4	Hale Community School is named after Nathan Hale, 1755-1776, an American soldier.
Kenny Community School		1954		K-5	Kenny School is named after Sister Elizabeth Kenny, 1880-1952, an Australian nurse.
Lake Harriet Community - Lower Campus	Audubon	1924	2000	K-3	Lake Harriet Community - Lower Campus is named after the nearby Lake Harriet. Lake Harriet is named after Harriet Lovejoy, who married Colonel Henry Leavenworth.
Lake Harriet Community - Upper Campus	Fulton	1915	2000	4-8	Lake Harriet Community - Upper Campus is named after the nearby Lake Harriet. Lake Harriet is named after Harriet Lovejoy, who married Colonel Henry Leavenworth.
Lake Nokomis Community School - Keewaydin Campus		1928		3-8	Lake Nokomis Community School - Keewaydin Campus is likely named after the nearby Lake Nokomis and the Keewaydin neighborhood of Minneapolis, possibly from from the name given to the Northwest Wind in Henry Wadsworth Longfellow's poem, The Song of Hiawatha.

Richard R. Green Central Park		1994		Pre K-5	Green Central is named after Dr. Richard R. Green, 1936-1989, a teacher, principal, and Superintendent of the Minneapolis Public Schools, chancellor of NYC Schools
South High		1969-1970		High School	South High is called South because it is located on the South side of Minneapolis.
Southwest High School		1940		High School	Southwest High School is called Southwest because it is located on the Southwest side of Minneapolis.
Windom Spanish Dual Immersion	Richfield-Roosevelt	1920	1929	Pre K-5	Windom Spanish Dual Immersion is named after William Windom, 1827-1891, United States Secretary of the Treasury.
Anwatin Middle School	St. Margaret's Academy	1950	1974	6-8	Unknown
Bethune Community	Grant School	1968		Pre K-5	Bethune Community is named after Mary McLeod Bethune, an African-American educator.
Cityview Community	Perkins Hill	1998	1999	Pre K-5	
Davis Center		2011		NA	The Davis Center is named after John B. Davis, 1922-2011, the superintendent of Minneapolis Public Schools from 1967-1975.
Hmong International Academy	Jordan Park	1999	2009	Pre K-8	Hmong International Academy is a Hmong culturally specific school and is thus named after the Hmong people.
Jenny Lind Elementary		1978	1995	Pre K-5	Lind Elementary is named after Jenny Lind, 1820-1887, a Swedish opera singer.
Loring Community		1928		Pre K-5	Loring is named after Charles M. Loring, 1833-1922, a businessperson and the first president of the Minneapolis Park Board.
Lucy Craft Laney at Cleveland Park Community School	Cleveland Park		2000	Pre K-5	Lucy Craft Laney is named after Lucy Craft Laney, 1854-1933, an educator (teacher of Mary McLeod Bethune) who was born free after her parents purchased themselves out of slavery. Born 4/13/1854
Mona Moede - North Star	North Star	1974	2006	Three School High Five	Mona Moede - North Star is named after Mona H. Moede.
Nellie Stone Johnson Community	Hawthorne	1883	2001	Pre K-5	Nellie Stone Johnson Community is named after Nellie Stone Johnson, 1906-2002, a Minneapolis civil rights leader, mentor to Hubert H. Humphrey, and first African-American woman to be elected to public office in Minneapolis.

North Community High School		1971		High School	North Community High School is called North because it is located on the North side of Minneapolis.
Olson Middle School		1962		6-8	Olson Middle School is named after Floyd Bjornsjerne Olson, 1891-1936, a lawyer and 22nd Governor of Minnesota.
Patrick Henry High School		1926		High School	Henry is named after Patrick Henry, 1736-1799, an attorney, Founding Father, governor of Virginia, slave owner.
Andersen United Community School		1975		Pre K-8	Andersen United Community School is named for Hans Christian Andersen, Danish author, born 4/2/1805
Anne Sullivan Communications	AT&T Building	unknown	1991	Pre K-8	Anne Sullivan Communications is named after Anne Mansfield Sullivan Macy, 1866-1936, a teacher and translator, advocate for the deaf and blind, teacher of Helen Keller.
Bryn Mawr Community		1996		Pre K-5	Bryn Mawr Community is likely named after the Bryn Mawr neighborhood of Minneapolis.
Emerson Spanish Immersion		1925		Pre K-5	Emerson Spanish Immersion is named after Ralph Waldo Emerson, 1803-1882, an essayist, lecturer, philosopher, and poet.
Franklin Middle School		1969		6-8	Franklin Middle School is named after Benjamin Franklin, 1706-1790, a polymath, the first United States Postmaster General, and the 6th President of Pennsylvania.
Hiawatha Community School - Hiawatha Campus		1916		K-2	Hiawatha Community School - Hiawatha campus is likely named after the adjacent Hiawatha Park, from the Henry Wadsworth Longfellow poem, The Song of Hiawatha.
Hiawatha Community School - Howe Campus		1927	2005	3-5	Hiawatha Community School - Howe Campus is named after Julia W. Howe, 1819-1910, a poet and author.
Justice Page School	Ramsey	1931	2017	6-8	Justice Page is named after Alan Cedric Page, 1945- , a retired jurist and former professional football player.
Lyndale Community		1968		Pre K-5	Lyndale Community is likely named after the Lyndale neighborhood of Minneapolis, which is named after a former farm in the area.

		School was established in September 1971. In the fall of 1992 Marcy moved into its current building and location.			Marcy Open is named after William L. Marcy, 1786-1857, an attorney and judge, US Secretary of State, proponent of compromises on slavery, proponent of rights of immigrants not to be subject to the lands of their origin.
Marcy Open				K-8	
Nutrition Center		1974		NA	
Pratt Community		1898		Pre K-5	Pratt Community is named after Sidney Pratt, a graduate of North High School, first Minneapolis soldier to die in the Philippines during the Spanish-American War, son of the mayor of Minneapolis and president of the School Board. Born 2/27/1875.
Sanford Middle School		1926		6-8	Sanford Middle School is named after Maria Sanford, 1836-1920, an American educator, professor at the University of Minnesota, advocate for women's rights and the rights of African-Americans, adult education, and parent-teacher organizations.
Washburn High School		1925		High School	Washburn is named after General Calwallader C. Washburn, 1818-1882, a businessman.
Bancroft Elementary		1912		Pre K-5	Bancroft Elementary is named after George Bancroft, 1800-1891, a historian and statesman. Secretary of the Navy who established the Naval Academy in Annapolis, advocate of universal suffrage, opposed slavery, established concept of expatriation, eulogist of Abraham Lincoln, born 8/3/1800
Dowling Urban Environmental		1924		K-5	Dowling Urban Environmental is named after Michael Dowling, 1866-1921, an educator and legislator.
Elizabeth Hall International		1960		Pre K-5	Hall International is named after Elizabeth L. Hall, Minneapolis Public School Assistant Superintendent of Elementary Education from 1911- 1934.
FAIR Senior High				High School	Acronym for Fine Arts Interdistrict Resource

Jefferson Community School		1923		Pre K-8	Jefferson was named for Thomas Jefferson, 1743-1826, the third president of the United States.
Lake Nokomis Community School - Wenonoah Campus		1952		K-2	Lake Nokomis Community School - Wenonoah Campus is likely named after the nearby Lake Nokomis and the Wenonah neighborhood of Minneapolis, from the Henry Wadsworth Longfellow poem, The Song of Hiawatha.
Longfellow High School		1918		High School	Longfellow is named after Henry Wadsworth Longfellow, 1807-1882, a poet and educator.
Maintenance & Operations (Plant Maintenance)				NA	
Northeast Middle School		1955		6-8	Northeast Middle School is called Northeast because it is located on the Northeast side of Minneapolis.
Pillsbury Community School		1991		Pre K-5	Pillsbury Community School is named after John S. Pillsbury, 1827-1901, a businessman and philanthropist.
Roosevelt High School		1922		High School	Roosevelt was named after Theodore Roosevelt, 1858-1919, the 28th president of the United States.
Seward Montessori		1887		Pre K-8	Seward Montessori is named after William H. Seward, 1801-1872, an attorney, statesman, politician, Secretary of State, and opponent of the spread of slavery.
Transportation Center		1964		NA	
Webster Elementary		1973-1974		Pre K-3	Webster is named after Daniel Webster, 1782-1852, a lawyer, Congressman and Senator, US Secretary of State, proponent of the Compromise of 1850 (friend of Henry Clay and John C. Calhoun) Born 1/18/1782

## **APPENDIX B – School name context research**

Equal Justice Initiative feature on Confederate-named schools

<https://eji.org/news/the-truth-about-confederate-named-schools/>

Poet Michael Kleber-Diggs on remembering Philando Castile and digging into the name of Larpenteur Avenue

<https://www.parkbugle.org/the-violence-in-our-streets-and-remembering-philando-castile/>

Detroit middle school drops Confederate soldier's name to take NASA's Katherine Johnson's

<https://www.fox2detroit.com/news/middle-school-drops-confederate-soldiers-name-to-take-nasas-katherine-johnsons>

### **SAN FRANCISCO SCHOOL NAMES**

*After the white supremacist rallies in Charlottesville in 2018, a committee of the San Francisco School Board was convened to make name change recommendations. The committee recommended changing 44 names in the school district, in a vote that occurred in January 2021. The scope of the changes, as well as the timing in the middle of a pandemic as schools were not opened, as well as mixed use of historians and some historical inaccuracies in the recommendation, led to criticism and the plan has now been put on hold.*

CNN story on San Francisco school name changes

<https://www.cnn.com/2021/01/27/us/san-francisco-school-name-changes-trnd/index.html>

San Francisco Board of Education press release about name change plan

<https://www.sfusd.edu/about/news/current-news/SF-Board-of-Education-Advances-Plan-to-Rename-Schools>

Interview with Gabriela López, head of the San Francisco Board of Education

<https://www.newyorker.com/news/q-and-a/how-san-francisco-renamed-its-schools>

Update about school name recommendations being put on hold

<https://edsources.org/2021/san-francisco-school-board-president-to-put-renaming-of-schools-on-hold-saying-mistakes-were-made/649600>

## **PATRICK HENRY NAME CHANGE COVERAGE**

*Through 2017 and 2018, a student and staff-led push to change the name of Patrick Henry High School, based on Patrick Henry's ownership of people as slaves during the Revolutionary War period. Henry owned people as slaves until his death, and transferred that ownership to his children. The push was met with resistance and became very charged, and the issue was tabled in 2018.*

Patrick Henry documentation of the name change process

[https://henry.mpls.k12.mn.us/changing\\_the\\_name\\_of\\_phhs](https://henry.mpls.k12.mn.us/changing_the_name_of_phhs)

Original petition to "Save the Name"

<https://www.change.org/p/joe-robeck-save-the-name-patrick-henry-high-school-mpls-mn>

WCCO coverage of the name change, March 2018

<https://minnesota.cbslocal.com/2018/03/02/patrick-henry-hs-name-change/>

<https://minnesota.cbslocal.com/2018/03/07/minneapolis-patrick-henry-high-school-change-the-name/>

Star Tribune coverage of the delay in the vote, May 2018

<https://www.startribune.com/key-vote-expected-tonight-in-minneapolis-s-patrick-henry-high-school-name-debate/482965761/>

MinnPost op-ed on the name change, June 2018

<https://www.minnpost.com/community-voices/2018/06/henry-highs-name-change-debate-hubris-and-hysteria/>

Camden Community News article on the generational split in the name issue, July 2018

<https://www.camdennews.org/2018/07/generations-divided-on-changing-or-saving-the-name-of-patrick-henry-high-school/>

## **SUSAN B. ANTHONY REFERENCES**

<https://www.kansascity.com/opinion/opn-columns-blogs/melinda-henneberger/article245084250.html>

<https://susanb.org/if-susan-b-anthony-was-racist/>

## **TEDDY ROOSEVELT REFERENCES**

<https://www.history.com/news/teddy-roosevelt-race-imperialism-national-parks>

# APPENDIX C – School survey student results

Q110: How much, if anything, do you know about the history of your current school's name?

## RESPONSES BY SCHOOL

School	I don't know anything	I don't know much	I know a little	I know a lot	N	Response Rate
ANDERSEN UNITED	32.60%	21.70%	36.20%	9.40%	138	51.90%
ANISHINABE ACADEMY	25.00%	25.00%	50.00%	0.00%	8	30.80%
ANTHONY MIDDLE	9.50%	14.80%	62.00%	13.60%	337	50.60%
ARMATAGE MONTESSORI	27.90%	29.40%	38.20%	4.40%	68	52.60%
BANCROFT	25.60%	25.60%	34.90%	14.00%	43	64.70%
BARTON OPEN	5.20%	10.40%	50.40%	34.10%	135	58.00%
BETHUNE COMMUNITY	4.80%	14.30%	38.10%	42.90%	21	50.00%
BRYN MAWR COMMUNITY	31.60%	26.30%	31.60%	10.50%	19	54.30%
BURROUGHS COMMUNITY	11.10%	29.60%	51.90%	7.40%	81	65.60%
CITYVIEW COMMUNITY	5.90%	29.40%	52.90%	11.80%	17	47.20%
DOWLING URBAN ENVIRONMENTAL	19.50%	19.50%	46.30%	14.60%	41	57.50%
EDISON HIGH	14.00%	31.60%	43.90%	10.50%	57	22.50%
EMERSON SPANISH DUAL IMMERSION	27.80%	30.60%	36.10%	5.60%	36	56.70%
FAIR SENIOR HIGH	50.00%	33.30%	16.70%	0.00%	6	9.60%
FIELD COMMUNITY	43.90%	31.00%	23.90%	1.30%	155	76.30%
FOLWELL ARTS MAGNET	27.00%	33.30%	33.30%	6.30%	63	27.90%
GREEN CENTRAL PARK COMMUNITY	29.40%	29.40%	29.40%	11.80%	17	42.90%
HALE COMMUNITY	38.60%	27.30%	25.00%	9.10%	88	75.20%
HALL INTERNATIONAL	60.00%	10.00%	30.00%	0.00%	10	38.50%
HMONG INTERNATIONAL ACADEMY	21.00%	29.60%	39.50%	9.90%	81	49.40%
HOWE	30.20%	37.20%	30.20%	2.30%	43	74.20%
JEFFERSON COMMUNITY	16.90%	23.60%	46.10%	13.50%	89	62.90%
JENNY LIND ELEMENTARY	31.60%	10.50%	42.10%	15.80%	19	39.60%
JUSTICE PAGE MIDDLE SCHOOL	3.00%	6.60%	43.10%	47.30%	167	28.70%
KENNY COMMUNITY	0.00%	26.70%	66.70%	6.70%	15	23.10%
KENWOOD COMMUNITY	44.70%	36.80%	13.20%	5.30%	38	76.50%
LAKE HARRIET COMMUNITY UPPER	29.30%	29.00%	37.50%	4.20%	259	77.80%
LAKE NOKOMIS COMMUNITY KEEWAYDIN	46.90%	27.70%	22.30%	3.10%	130	61.50%
LORING COMMUNITY	34.00%	24.50%	35.80%	5.70%	53	73.60%
LUCY LANEY AT CLEVELAND	9.10%	29.50%	36.40%	25.00%	44	60.00%
LYNDALE ELEMENTARY	28.00%	38.00%	28.00%	6.00%	50	67.60%

MARCY OPEN	45.60%	29.30%	23.10%	2.00%	147	64.00%
NELLIE STONE JOHNSON COMMUNITY	11.50%	19.20%	53.80%	15.40%	26	53.10%
NORTH ACADEMY ARTS and COMMUNICATION	28.60%	50.00%	7.10%	14.30%	14	19.10%
NORTHEAST MIDDLE	44.60%	33.70%	19.80%	2.00%	101	34.50%
NORTHROP COMMUNITY	12.90%	29.00%	41.90%	16.10%	31	44.90%
OLSON MIDDLE	37.50%	35.20%	20.50%	6.80%	88	35.40%
PILLSBURY COMMUNITY	12.50%	12.50%	62.50%	12.50%	8	20.00%
PRATT COMMUNITY	26.30%	36.80%	26.30%	10.50%	19	46.30%
RIVER BEND EDUCATION CENTER	80.00%	0.00%	20.00%	0.00%	5	13.80%
ROOSEVELT HIGH	21.60%	29.40%	45.10%	3.90%	51	21.60%
SANFORD MIDDLE	31.40%	24.10%	38.80%	5.70%	245	42.80%
SEWARD MONTESSORI	24.70%	22.60%	43.00%	9.70%	93	38.80%
SHERIDAN INTERNATIONAL FINE ARTS	0.00%	10.00%	60.00%	30.00%	10	35.70%
SOUTH HIGH	45.30%	33.70%	18.90%	2.10%	95	23.00%
SOUTHWEST HIGH	54.00%	23.30%	18.70%	4.00%	150	31.30%
SULLIVAN COMMUNITY	17.20%	23.40%	40.60%	18.80%	64	46.30%
WAITE PARK COMMUNITY	47.50%	27.50%	17.50%	7.50%	40	73.70%
WASHBURN HIGH	34.90%	26.60%	36.70%	1.80%	109	26.90%
WEBSTER ELEMENTARY	50.00%	33.30%	16.70%	0.00%	24	72.20%
WELLSTONE INTERNATIONAL HIGH	33.30%	20.00%	33.30%	13.30%	15	34.90%
WHITTIER INTERNATIONAL	33.30%	39.40%	18.20%	9.10%	33	44.90%
WINDOM SPANISH DUAL IMMERSION	23.30%	32.60%	30.20%	14.00%	43	63.40%

## RESPONSES BY SCHOOL BY RACE/ETHNICITY

School	Race_Ethnicity	I don't know anything	I don't know much	I know a little	I know a lot	N	Response Rate
ANDERSEN UNITED	African American	48.60%	17.10%	28.60%	5.70%	35	43.70%
ANDERSEN UNITED	American Indian	66.70%	16.70%	16.70%	0.00%	6	36.40%
ANDERSEN UNITED	Hispanic	25.00%	22.90%	40.60%	11.50%	96	59.40%
ANISHINABE ACADEMY	American Indian	33.30%	16.70%	50.00%	0.00%	6	35.30%
ANTHONY MIDDLE	African American	20.60%	14.30%	58.70%	6.30%	63	41.30%
ANTHONY MIDDLE	Asian	5.90%	11.80%	64.70%	17.60%	17	50.00%
ANTHONY MIDDLE	Hispanic	9.40%	18.80%	65.60%	6.20%	32	34.40%
ANTHONY MIDDLE	White	6.70%	14.80%	61.90%	16.60%	223	60.50%
ARMATAGE MONTESSORI	African American	25.00%	33.30%	41.70%	0.00%	12	62.50%
ARMATAGE MONTESSORI	Asian	42.90%	14.30%	42.90%	0.00%	7	57.10%
ARMATAGE MONTESSORI	White	28.30%	30.40%	37.00%	4.30%	46	48.10%
BANCROFT	African American	27.80%	22.20%	22.20%	27.80%	18	62.10%

BANCROFT	American Indian	0.00%	37.50%	50.00%	12.50%	8	66.70%
BANCROFT	Hispanic	50.00%	16.70%	33.30%	0.00%	6	53.80%
BANCROFT	White	27.30%	27.30%	45.50%	0.00%	11	78.60%
BARTON OPEN	African American	5.60%	14.80%	55.60%	24.10%	54	53.60%
BARTON OPEN	Hispanic	12.50%	25.00%	50.00%	12.50%	8	53.80%
BARTON OPEN	White	4.40%	4.40%	47.10%	44.10%	68	64.00%
BETHUNE COMMUNITY	African American	5.90%	17.60%	41.20%	35.30%	17	46.70%
BRYN MAWR COMMUNITY	Asian	28.60%	28.60%	14.30%	28.60%	7	53.80%
BRYN MAWR COMMUNITY	Hispanic	40.00%	20.00%	40.00%	0.00%	5	83.30%
BURROUGHS COMMUNITY	African American	20.00%	20.00%	40.00%	20.00%	5	50.00%
BURROUGHS COMMUNITY	Asian	0.00%	40.00%	40.00%	20.00%	5	62.50%
BURROUGHS COMMUNITY	White	11.60%	30.40%	53.60%	4.30%	69	70.70%
CITYVIEW COMMUNITY	African American	7.70%	15.40%	61.50%	15.40%	13	46.40%
DOWLING URBAN ENVIRONMENTAL	African American	6.20%	31.20%	43.80%	18.80%	16	54.80%
DOWLING URBAN ENVIRONMENTAL	White	20.00%	15.00%	50.00%	15.00%	20	62.50%
EDISON HIGH	African American	22.20%	33.30%	33.30%	11.10%	18	14.00%
EDISON HIGH	Hispanic	7.10%	35.70%	42.90%	14.30%	14	30.00%
EDISON HIGH	White	14.30%	33.30%	42.90%	9.50%	21	38.90%
EMERSON SPANISH DUAL IMMERSION	African American	0.00%	20.00%	80.00%	0.00%	5	83.30%
EMERSON SPANISH DUAL IMMERSION	Hispanic	33.30%	33.30%	28.60%	4.80%	21	50.00%
EMERSON SPANISH DUAL IMMERSION	White	16.70%	33.30%	33.30%	16.70%	6	54.50%
FAIR SENIOR HIGH	White	60.00%	20.00%	20.00%	0.00%	5	20.00%
FIELD COMMUNITY	African American	28.60%	35.70%	35.70%	0.00%	14	51.50%
FIELD COMMUNITY	Asian	14.30%	42.90%	28.60%	14.30%	7	70.00%
FIELD COMMUNITY	Hispanic	30.00%	20.00%	50.00%	0.00%	10	78.60%
FIELD COMMUNITY	White	48.00%	30.90%	20.30%	0.80%	123	82.80%
FOLWELL ARTS MAGNET	African American	30.00%	20.00%	50.00%	0.00%	10	14.90%
FOLWELL ARTS MAGNET	Hispanic	19.40%	41.70%	33.30%	5.60%	36	29.60%
FOLWELL ARTS MAGNET	White	46.70%	20.00%	20.00%	13.30%	15	51.60%
GREEN CENTRAL PARK COMMUNITY	Hispanic	30.80%	38.50%	23.10%	7.70%	13	52.00%
HALE COMMUNITY	African American	25.00%	62.50%	12.50%	0.00%	8	50.00%
HALE COMMUNITY	Asian	22.20%	22.20%	33.30%	22.20%	9	90.00%
HALE COMMUNITY	Hispanic	20.00%	40.00%	40.00%	0.00%	5	62.50%
HALE COMMUNITY	White	43.90%	22.70%	24.20%	9.10%	66	79.50%
HALL INTERNATIONAL	African American	75.00%	12.50%	12.50%	0.00%	8	34.80%
HMONG INTERNATIONAL ACADEMY	African American	25.70%	20.00%	37.10%	17.10%	35	44.90%

HMONG INTERNATIONAL ACADEMY	Asian	19.50%	41.50%	34.10%	4.90%	41	57.70%
HOWE	African American	40.00%	20.00%	20.00%	20.00%	5	62.50%
HOWE	Hispanic	20.00%	20.00%	60.00%	0.00%	5	85.70%
HOWE	White	26.70%	43.30%	30.00%	0.00%	30	74.40%
JEFFERSON COMMUNITY	African American	13.30%	23.30%	40.00%	23.30%	30	62.50%
JEFFERSON COMMUNITY	American Indian	0.00%	20.00%	80.00%	0.00%	5	60.00%
JEFFERSON COMMUNITY	Asian	16.70%	0.00%	66.70%	16.70%	6	55.60%
JEFFERSON COMMUNITY	Hispanic	19.10%	27.70%	44.70%	8.50%	47	65.30%
JENNY LIND ELEMENTARY	African American	37.50%	6.20%	37.50%	18.80%	16	43.20%
JUSTICE PAGE MIDDLE SCHOOL	African American	6.90%	10.30%	44.80%	37.90%	29	21.50%
JUSTICE PAGE MIDDLE SCHOOL	American Indian	16.70%	0.00%	66.70%	16.70%	6	60.00%
JUSTICE PAGE MIDDLE SCHOOL	Asian	0.00%	0.00%	62.50%	37.50%	8	36.40%
JUSTICE PAGE MIDDLE SCHOOL	Hispanic	3.80%	26.90%	50.00%	19.20%	26	20.70%
JUSTICE PAGE MIDDLE SCHOOL	White	1.00%	1.00%	37.80%	60.20%	98	34.10%
KENNY COMMUNITY	White	0.00%	30.00%	60.00%	10.00%	10	21.70%
KENWOOD COMMUNITY	African American	50.00%	33.30%	0.00%	16.70%	6	66.70%
KENWOOD COMMUNITY	Asian	0.00%	40.00%	40.00%	20.00%	5	83.30%
KENWOOD COMMUNITY	White	54.20%	37.50%	8.30%	0.00%	24	80.00%
LAKE HARRIET COMMUNITY UPPER	African American	25.00%	25.00%	37.50%	12.50%	8	52.90%
LAKE HARRIET COMMUNITY UPPER	Asian	27.30%	22.70%	50.00%	0.00%	22	77.40%
LAKE HARRIET COMMUNITY UPPER	White	29.00%	30.40%	36.60%	4.00%	224	80.10%
LAKE NOKOMIS COMMUNITY KEEWAYDIN	African American	52.90%	29.40%	11.80%	5.90%	17	42.90%
LAKE NOKOMIS COMMUNITY KEEWAYDIN	Asian	57.10%	42.90%	0.00%	0.00%	7	77.80%
LAKE NOKOMIS COMMUNITY KEEWAYDIN	Hispanic	40.00%	26.70%	33.30%	0.00%	15	48.40%
LAKE NOKOMIS COMMUNITY KEEWAYDIN	White	46.00%	26.40%	25.30%	2.30%	87	69.60%
LORING COMMUNITY	African American	52.60%	15.80%	21.10%	10.50%	19	73.10%
LORING COMMUNITY	Asian	0.00%	40.00%	60.00%	0.00%	5	55.60%
LORING COMMUNITY	White	29.20%	29.20%	37.50%	4.20%	24	77.40%
LUCY LANEY AT CLEVELAND	African American	10.50%	28.90%	34.20%	26.30%	38	58.20%
LYNDALE ELEMENTARY	African American	19.20%	34.60%	38.50%	7.70%	26	72.20%
LYNDALE ELEMENTARY	White	36.40%	45.50%	18.20%	0.00%	22	75.00%
MARCY OPEN	African American	48.10%	18.50%	31.50%	1.90%	54	52.80%
MARCY OPEN	Asian	33.30%	66.70%	0.00%	0.00%	6	75.00%
MARCY OPEN	Hispanic	38.50%	30.80%	30.80%	0.00%	13	68.40%

MARCY OPEN	White	46.60%	34.20%	16.40%	2.70%	73	75.50%
NELLIE STONE JOHNSON COMMUNITY	African American	8.30%	8.30%	66.70%	16.70%	12	46.20%
NELLIE STONE JOHNSON COMMUNITY	Hispanic	16.70%	25.00%	50.00%	8.30%	12	70.60%
NORTH ACADEMY ARTS and COMMUNICATION	African American	28.60%	50.00%	7.10%	14.30%	14	20.00%
NORTHEAST MIDDLE	African American	42.50%	37.50%	20.00%	0.00%	40	28.80%
NORTHEAST MIDDLE	American Indian	50.00%	33.30%	16.70%	0.00%	6	27.30%
NORTHEAST MIDDLE	Hispanic	31.60%	36.80%	26.30%	5.30%	19	36.70%
NORTHEAST MIDDLE	White	53.10%	25.00%	18.80%	3.10%	32	44.60%
NORTHROP COMMUNITY	Hispanic	0.00%	40.00%	60.00%	0.00%	5	71.40%
NORTHROP COMMUNITY	White	16.00%	28.00%	36.00%	20.00%	25	49.00%
OLSON MIDDLE	African American	23.10%	44.20%	23.10%	9.60%	52	30.50%
OLSON MIDDLE	Asian	44.40%	44.40%	11.10%	0.00%	9	50.00%
OLSON MIDDLE	Hispanic	37.50%	25.00%	25.00%	12.50%	8	36.00%
OLSON MIDDLE	White	75.00%	12.50%	12.50%	0.00%	16	56.70%
PRATT COMMUNITY	African American	33.30%	22.20%	33.30%	11.10%	9	40.90%
PRATT COMMUNITY	White	28.60%	57.10%	14.30%	0.00%	7	53.80%
ROOSEVELT HIGH	African American	33.30%	44.40%	22.20%	0.00%	9	14.10%
ROOSEVELT HIGH	Hispanic	20.00%	33.30%	40.00%	6.70%	15	19.50%
ROOSEVELT HIGH	White	18.20%	22.70%	54.50%	4.50%	22	29.70%
SANFORD MIDDLE	African American	33.30%	21.60%	41.20%	3.90%	51	33.50%
SANFORD MIDDLE	American Indian	16.70%	33.30%	50.00%	0.00%	12	25.50%
SANFORD MIDDLE	Asian	20.00%	10.00%	50.00%	20.00%	10	61.10%
SANFORD MIDDLE	Hispanic	29.70%	29.70%	37.80%	2.70%	37	45.30%
SANFORD MIDDLE	White	33.30%	23.70%	36.30%	6.70%	135	49.30%
SEWARD MONTESSORI	African American	22.20%	13.90%	50.00%	13.90%	36	31.50%
SEWARD MONTESSORI	Asian	50.00%	16.70%	33.30%	0.00%	6	54.50%
SEWARD MONTESSORI	White	21.70%	30.40%	39.10%	8.70%	46	48.50%
SHERIDAN INTERNATIONAL FINE ARTS	Hispanic	0.00%	16.70%	66.70%	16.70%	6	54.50%
SOUTH HIGH	African American	47.80%	30.40%	17.40%	4.30%	23	17.90%
SOUTH HIGH	American Indian	60.00%	0.00%	40.00%	0.00%	5	11.40%
SOUTH HIGH	Hispanic	47.10%	35.30%	17.60%	0.00%	17	22.90%
SOUTH HIGH	White	41.30%	37.00%	19.60%	2.20%	46	29.40%
SOUTHWEST HIGH	African American	75.00%	0.00%	25.00%	0.00%	12	11.30%
SOUTHWEST HIGH	Asian	30.00%	30.00%	30.00%	10.00%	10	47.80%
SOUTHWEST HIGH	Hispanic	54.50%	36.40%	9.10%	0.00%	11	19.30%
SOUTHWEST HIGH	White	53.80%	23.90%	17.90%	4.30%	117	41.60%
SULLIVAN COMMUNITY	African American	18.20%	23.60%	36.40%	21.80%	55	49.20%

WAITE PARK COMMUNITY	African American	50.00%	10.00%	30.00%	10.00%	10	55.60%
WAITE PARK COMMUNITY	Hispanic	66.70%	33.30%	0.00%	0.00%	6	70.00%
WAITE PARK COMMUNITY	White	47.60%	23.80%	19.00%	9.50%	21	84.60%
WASHBURN HIGH	African American	39.10%	34.80%	21.70%	4.30%	23	27.80%
WASHBURN HIGH	Asian	12.50%	12.50%	75.00%	0.00%	8	47.40%
WASHBURN HIGH	Hispanic	33.30%	16.70%	50.00%	0.00%	12	18.00%
WASHBURN HIGH	White	36.50%	27.00%	34.90%	1.60%	63	26.60%
WEBSTER ELEMENTARY	African American	54.50%	27.30%	18.20%	0.00%	11	61.10%
WEBSTER ELEMENTARY	White	41.70%	41.70%	16.70%	0.00%	12	92.90%
WELLSTONE INTERNATIONAL HIGH	Hispanic	38.50%	15.40%	38.50%	7.70%	13	41.90%
WHITTIER INTERNATIONAL	African American	41.70%	41.70%	0.00%	16.70%	12	36.10%
WHITTIER INTERNATIONAL	Hispanic	25.00%	50.00%	12.50%	12.50%	8	42.90%
WHITTIER INTERNATIONAL	White	33.30%	33.30%	33.30%	0.00%	9	64.30%
WINDOM SPANISH DUAL IMMERSION	Hispanic	12.50%	18.80%	62.50%	6.20%	16	58.60%
WINDOM SPANISH DUAL IMMERSION	White	29.20%	37.50%	12.50%	20.80%	24	64.10%

*Q111: How much, if at all, do you like your school's name?*

#### RESPONSES BY SCHOOL

School	I don't like it at all	I don't really like it	I kind of like it	I like it a lot	N	Response Rate
ANDERSEN UNITED	0.70%	9.40%	49.30%	40.60%	138	51.90%
ANISHINABE ACADEMY	12.50%	12.50%	12.50%	62.50%	8	30.80%
ANTHONY MIDDLE	1.50%	5.00%	62.30%	31.20%	337	50.60%
ARMATAGE MONTESSORI	1.50%	9.10%	47.00%	42.40%	66	52.60%
BANCROFT	0.00%	0.00%	47.60%	52.40%	42	64.70%
BARTON OPEN	2.20%	6.60%	40.40%	50.70%	136	58.00%
BETHUNE COMMUNITY	4.80%	14.30%	19.00%	61.90%	21	50.00%
BRYN MAWR COMMUNITY	0.00%	10.50%	42.10%	47.40%	19	54.30%
BURROUGHS COMMUNITY	0.00%	9.90%	53.10%	37.00%	81	65.60%
CITYVIEW COMMUNITY	0.00%	0.00%	23.50%	76.50%	17	47.20%
DOWLING URBAN ENVIRONMENTAL	2.50%	2.50%	52.50%	42.50%	40	57.50%
EDISON HIGH	8.80%	7.00%	63.20%	21.10%	57	22.50%
EMERSON SPANISH DUAL IMMERSION	0.00%	8.30%	36.10%	55.60%	36	56.70%
FAIR SENIOR HIGH	0.00%	0.00%	83.30%	16.70%	6	9.60%
FIELD COMMUNITY	4.50%	16.90%	65.60%	13.00%	154	76.30%
FOLWELL ARTS MAGNET	3.20%	12.90%	62.90%	21.00%	62	27.90%

GREEN CENTRAL PARK COMMUNITY	0.00%	17.60%	52.90%	29.40%	17	42.90%
HALE COMMUNITY	4.50%	5.70%	43.20%	46.60%	88	75.20%
HALL INTERNATIONAL	0.00%	10.00%	40.00%	50.00%	10	38.50%
HMONG INTERNATIONAL ACADEMY	6.10%	7.30%	48.80%	37.80%	82	49.40%
HOWE	0.00%	11.60%	41.90%	46.50%	43	74.20%
JEFFERSON COMMUNITY	10.00%	27.80%	38.90%	23.30%	90	62.90%
JENNY LIND ELEMENTARY	5.30%	5.30%	36.80%	52.60%	19	39.60%
JUSTICE PAGE MIDDLE SCHOOL	1.20%	2.40%	31.70%	64.70%	167	28.70%
KENNY COMMUNITY	0.00%	6.70%	33.30%	60.00%	15	23.10%
KENWOOD COMMUNITY	0.00%	7.90%	42.10%	50.00%	38	76.50%
LAKE HARRIET COMMUNITY UPPER	1.20%	11.30%	57.80%	29.70%	256	77.80%
LAKE NOKOMIS COMMUNITY KEEWAYDIN	0.00%	6.20%	58.10%	35.70%	129	61.50%
LORING COMMUNITY	5.70%	9.40%	47.20%	37.70%	53	73.60%
LUCY LANEY AT CLEVELAND	0.00%	0.00%	13.30%	86.70%	45	60.00%
LYNDALE ELEMENTARY	2.00%	13.70%	52.90%	31.40%	51	67.60%
MARCY OPEN	5.40%	8.80%	53.70%	32.00%	147	64.00%
NELLIE STONE JOHNSON COMMUNITY	0.00%	0.00%	38.50%	61.50%	26	53.10%
NORTH ACADEMY ARTS and COMMUNICATION	0.00%	0.00%	64.30%	35.70%	14	19.10%
NORTHEAST MIDDLE	3.00%	10.00%	58.00%	29.00%	100	34.50%
NORTHROP COMMUNITY	0.00%	3.20%	22.60%	74.20%	31	44.90%
OLSON MIDDLE	4.60%	10.30%	64.40%	20.70%	87	35.40%
PILLSBURY COMMUNITY	0.00%	0.00%	50.00%	50.00%	8	20.00%
PRATT COMMUNITY	0.00%	10.50%	31.60%	57.90%	19	46.30%
RIVER BEND EDUCATION CENTER	20.00%	40.00%	20.00%	20.00%	5	13.80%
ROOSEVELT HIGH	10.00%	16.00%	54.00%	20.00%	50	21.60%
SANFORD MIDDLE	1.20%	9.40%	66.00%	23.40%	244	42.80%
SEWARD MONTESSORI	1.10%	15.10%	52.70%	31.20%	93	38.80%
SHERIDAN INTERNATIONAL FINE ARTS	40.00%	0.00%	20.00%	40.00%	10	35.70%
SOUTH HIGH	2.10%	5.30%	62.80%	29.80%	94	23.00%
SOUTHWEST HIGH	2.00%	4.70%	58.80%	34.50%	148	31.30%
SULLIVAN COMMUNITY	4.80%	14.30%	52.40%	28.60%	63	46.30%
WAITE PARK COMMUNITY	0.00%	7.50%	35.00%	57.50%	40	73.70%
WASHBURN HIGH	0.00%	15.90%	68.20%	15.90%	107	26.90%
WEBSTER ELEMENTARY	0.00%	8.30%	54.20%	37.50%	24	72.20%
WELLSTONE INTERNATIONAL HIGH	6.70%	0.00%	20.00%	73.30%	15	34.90%
WHITTIER INTERNATIONAL	3.00%	3.00%	27.30%	66.70%	33	44.90%
WINDOM SPANISH DUAL IMMERSION	0.00%	0.00%	36.60%	63.40%	41	63.40%

## RESPONSES BY SCHOOL BY RACE/ETHNICITY

School	Race_Ethnicity	I don't like it at all	I don't really like it	I kind of like it	I like it a lot	N	Response Rate
ANDERSEN UNITED	African American	2.90%	22.90%	42.90%	31.40%	35	43.70%
ANDERSEN UNITED	American Indian	0.00%	16.70%	66.70%	16.70%	6	36.40%
ANDERSEN UNITED	Hispanic	0.00%	4.20%	50.00%	45.80%	96	59.40%
ANISHINABE ACADEMY	American Indian	16.70%	0.00%	16.70%	66.70%	6	35.30%
ANTHONY MIDDLE	African American	6.30%	11.10%	63.50%	19.00%	63	41.30%
ANTHONY MIDDLE	Asian	0.00%	0.00%	82.40%	17.60%	17	50.00%
ANTHONY MIDDLE	Hispanic	0.00%	3.10%	59.40%	37.50%	32	34.40%
ANTHONY MIDDLE	White	0.40%	4.00%	60.50%	35.00%	223	60.50%
ARMATAGE MONTESSORI	African American	0.00%	9.10%	72.70%	18.20%	11	62.50%
ARMATAGE MONTESSORI	Asian	0.00%	0.00%	14.30%	85.70%	7	57.10%
ARMATAGE MONTESSORI	White	2.20%	11.10%	44.40%	42.20%	45	48.10%
BANCROFT	African American	0.00%	0.00%	70.60%	29.40%	17	62.10%
BANCROFT	American Indian	0.00%	0.00%	37.50%	62.50%	8	66.70%
BANCROFT	Hispanic	0.00%	0.00%	33.30%	66.70%	6	53.80%
BANCROFT	White	0.00%	0.00%	27.30%	72.70%	11	78.60%
BARTON OPEN	African American	5.50%	10.90%	45.50%	38.20%	55	53.60%
BARTON OPEN	Hispanic	0.00%	0.00%	62.50%	37.50%	8	53.80%
BARTON OPEN	White	0.00%	2.90%	35.30%	61.80%	68	64.00%
BETHUNE COMMUNITY	African American	0.00%	17.60%	17.60%	64.70%	17	46.70%
BRYN MAWR COMMUNITY	Asian	0.00%	14.30%	42.90%	42.90%	7	53.80%
BRYN MAWR COMMUNITY	Hispanic	0.00%	0.00%	40.00%	60.00%	5	83.30%
BURROUGHS COMMUNITY	African American	0.00%	20.00%	20.00%	60.00%	5	50.00%
BURROUGHS COMMUNITY	Asian	0.00%	0.00%	60.00%	40.00%	5	62.50%
BURROUGHS COMMUNITY	White	0.00%	10.10%	53.60%	36.20%	69	70.70%
CITYVIEW COMMUNITY	African American	0.00%	0.00%	23.10%	76.90%	13	46.40%
DOWLING URBAN ENVIRONMENTAL	African American	6.20%	6.20%	50.00%	37.50%	16	54.80%
DOWLING URBAN ENVIRONMENTAL	White	0.00%	0.00%	47.40%	52.60%	19	62.50%
EDISON HIGH	African American	16.70%	5.60%	61.10%	16.70%	18	14.00%
EDISON HIGH	Hispanic	0.00%	0.00%	64.30%	35.70%	14	30.00%
EDISON HIGH	White	9.50%	14.30%	61.90%	14.30%	21	38.90%
EMERSON SPANISH DUAL IMMERSION	African American	0.00%	0.00%	20.00%	80.00%	5	83.30%
EMERSON SPANISH DUAL IMMERSION	Hispanic	0.00%	9.50%	33.30%	57.10%	21	50.00%
EMERSON SPANISH DUAL IMMERSION	White	0.00%	0.00%	50.00%	50.00%	6	54.50%

FAIR SENIOR HIGH	White	0.00%	0.00%	80.00%	20.00%	5	20.00%
FIELD COMMUNITY	African American	7.10%	35.70%	42.90%	14.30%	14	51.50%
FIELD COMMUNITY	Asian	14.30%	0.00%	71.40%	14.30%	7	70.00%
FIELD COMMUNITY	Hispanic	20.00%	0.00%	60.00%	20.00%	10	78.60%
FIELD COMMUNITY	White	2.50%	17.20%	68.00%	12.30%	122	82.80%
FOLWELL ARTS MAGNET	African American	10.00%	10.00%	60.00%	20.00%	10	14.90%
FOLWELL ARTS MAGNET	Hispanic	0.00%	17.10%	60.00%	22.90%	35	29.60%
FOLWELL ARTS MAGNET	White	6.70%	6.70%	73.30%	13.30%	15	51.60%
GREEN CENTRAL PARK COMMUNITY	Hispanic	0.00%	15.40%	53.80%	30.80%	13	52.00%
HALE COMMUNITY	African American	0.00%	12.50%	50.00%	37.50%	8	50.00%
HALE COMMUNITY	Asian	0.00%	33.30%	33.30%	33.30%	9	90.00%
HALE COMMUNITY	Hispanic	0.00%	0.00%	60.00%	40.00%	5	62.50%
HALE COMMUNITY	White	6.10%	1.50%	42.40%	50.00%	66	79.50%
HALL INTERNATIONAL	African American	0.00%	12.50%	50.00%	37.50%	8	34.80%
HMONG INTERNATIONAL ACADEMY	African American	11.10%	11.10%	47.20%	30.60%	36	44.90%
HMONG INTERNATIONAL ACADEMY	Asian	2.40%	2.40%	51.20%	43.90%	41	57.70%
HOWE	African American	0.00%	0.00%	40.00%	60.00%	5	62.50%
HOWE	Hispanic	0.00%	0.00%	60.00%	40.00%	5	85.70%
HOWE	White	0.00%	13.30%	40.00%	46.70%	30	74.40%
JEFFERSON COMMUNITY	African American	16.70%	33.30%	30.00%	20.00%	30	62.50%
JEFFERSON COMMUNITY	American Indian	0.00%	20.00%	40.00%	40.00%	5	60.00%
JEFFERSON COMMUNITY	Asian	16.70%	33.30%	50.00%	0.00%	6	55.60%
JEFFERSON COMMUNITY	Hispanic	4.20%	25.00%	43.80%	27.10%	48	65.30%
JENNY LIND ELEMENTARY	African American	6.20%	6.20%	31.20%	56.20%	16	43.20%
JUSTICE PAGE MIDDLE SCHOOL	African American	0.00%	0.00%	51.70%	48.30%	29	21.50%
JUSTICE PAGE MIDDLE SCHOOL	American Indian	0.00%	16.70%	16.70%	66.70%	6	60.00%
JUSTICE PAGE MIDDLE SCHOOL	Asian	12.50%	0.00%	25.00%	62.50%	8	36.40%
JUSTICE PAGE MIDDLE SCHOOL	Hispanic	3.80%	3.80%	53.80%	38.50%	26	20.70%
JUSTICE PAGE MIDDLE SCHOOL	White	0.00%	2.00%	21.40%	76.50%	98	34.10%
KENNY COMMUNITY	White	0.00%	0.00%	50.00%	50.00%	10	21.70%
KENWOOD COMMUNITY	African American	0.00%	33.30%	16.70%	50.00%	6	66.70%
KENWOOD COMMUNITY	Asian	0.00%	0.00%	60.00%	40.00%	5	83.30%
KENWOOD COMMUNITY	White	0.00%	4.20%	41.70%	54.20%	24	80.00%
LAKE HARRIET COMMUNITY UPPER	African American	0.00%	0.00%	62.50%	37.50%	8	52.90%
LAKE HARRIET COMMUNITY UPPER	Asian	0.00%	4.80%	71.40%	23.80%	21	77.40%

LAKE HARRIET COMMUNITY UPPER	White	1.40%	12.60%	56.30%	29.70%	222	80.10%
LAKE NOKOMIS COMMUNITY KEEWAYDIN	African American	0.00%	11.80%	70.60%	17.60%	17	42.90%
LAKE NOKOMIS COMMUNITY KEEWAYDIN	Asian	0.00%	0.00%	85.70%	14.30%	7	77.80%
LAKE NOKOMIS COMMUNITY KEEWAYDIN	Hispanic	0.00%	6.70%	73.30%	20.00%	15	48.40%
LAKE NOKOMIS COMMUNITY KEEWAYDIN	White	0.00%	4.70%	52.30%	43.00%	86	69.60%
LORING COMMUNITY	African American	15.80%	10.50%	36.80%	36.80%	19	73.10%
LORING COMMUNITY	Asian	0.00%	0.00%	80.00%	20.00%	5	55.60%
LORING COMMUNITY	White	0.00%	12.50%	50.00%	37.50%	24	77.40%
LUCY LANEY AT CLEVELAND	African American	0.00%	0.00%	10.30%	89.70%	39	58.20%
LYNDALE ELEMENTARY	African American	3.80%	15.40%	50.00%	30.80%	26	72.20%
LYNDALE ELEMENTARY	White	0.00%	13.60%	54.50%	31.80%	22	75.00%
MARCY OPEN	African American	5.60%	9.30%	57.40%	27.80%	54	52.80%
MARCY OPEN	Asian	0.00%	0.00%	50.00%	50.00%	6	75.00%
MARCY OPEN	Hispanic	7.70%	15.40%	53.80%	23.10%	13	68.40%
MARCY OPEN	White	5.50%	8.20%	52.10%	34.20%	73	75.50%
NELLIE STONE JOHNSON COMMUNITY	African American	0.00%	0.00%	33.30%	66.70%	12	46.20%
NELLIE STONE JOHNSON COMMUNITY	Hispanic	0.00%	0.00%	41.70%	58.30%	12	70.60%
NORTH ACADEMY ARTS and COMMUNICATION	African American	0.00%	0.00%	64.30%	35.70%	14	20.00%
NORTHEAST MIDDLE	African American	5.00%	12.50%	62.50%	20.00%	40	28.80%
NORTHEAST MIDDLE	American Indian	0.00%	16.70%	83.30%	0.00%	6	27.30%
NORTHEAST MIDDLE	Hispanic	0.00%	15.80%	47.40%	36.80%	19	36.70%
NORTHEAST MIDDLE	White	3.20%	3.20%	51.60%	41.90%	31	44.60%
NORTHROP COMMUNITY	Hispanic	0.00%	20.00%	0.00%	80.00%	5	71.40%
NORTHROP COMMUNITY	White	0.00%	0.00%	24.00%	76.00%	25	49.00%
OLSON MIDDLE	African American	3.90%	5.90%	64.70%	25.50%	51	30.50%
OLSON MIDDLE	Asian	0.00%	0.00%	100.00 %	0.00%	9	50.00%
OLSON MIDDLE	Hispanic	12.50%	0.00%	50.00%	37.50%	8	36.00%
OLSON MIDDLE	White	6.20%	31.20%	50.00%	12.50%	16	56.70%
PRATT COMMUNITY	African American	0.00%	22.20%	33.30%	44.40%	9	40.90%
PRATT COMMUNITY	White	0.00%	0.00%	42.90%	57.10%	7	53.80%
ROOSEVELT HIGH	African American	0.00%	11.10%	44.40%	44.40%	9	14.10%
ROOSEVELT HIGH	Hispanic	6.70%	13.30%	60.00%	20.00%	15	19.50%
ROOSEVELT HIGH	White	19.00%	19.00%	52.40%	9.50%	21	29.70%
SANFORD MIDDLE	African American	0.00%	15.70%	66.70%	17.60%	51	33.50%
SANFORD MIDDLE	American Indian	0.00%	8.30%	75.00%	16.70%	12	25.50%

SANFORD MIDDLE	Asian	0.00%	20.00%	50.00%	30.00%	10	61.10%
SANFORD MIDDLE	Hispanic	2.70%	5.40%	64.90%	27.00%	37	45.30%
SANFORD MIDDLE	White	1.50%	7.50%	66.40%	24.60%	134	49.30%
SEWARD MONTESSORI	African American	0.00%	19.40%	61.10%	19.40%	36	31.50%
SEWARD MONTESSORI	Asian	0.00%	16.70%	33.30%	50.00%	6	54.50%
SEWARD MONTESSORI	White	2.20%	8.70%	50.00%	39.10%	46	48.50%
SHERIDAN INTERNATIONAL FINE ARTS	Hispanic	0.00%	0.00%	33.30%	66.70%	6	54.50%
SOUTH HIGH	African American	9.10%	9.10%	68.20%	13.60%	22	17.90%
SOUTH HIGH	American Indian	0.00%	0.00%	40.00%	60.00%	5	11.40%
SOUTH HIGH	Hispanic	0.00%	5.90%	58.80%	35.30%	17	22.90%
SOUTH HIGH	White	0.00%	4.30%	65.20%	30.40%	46	29.40%
SOUTHWEST HIGH	African American	0.00%	0.00%	75.00%	25.00%	12	11.30%
SOUTHWEST HIGH	Asian	0.00%	20.00%	40.00%	40.00%	10	47.80%
SOUTHWEST HIGH	Hispanic	0.00%	18.20%	45.50%	36.40%	11	19.30%
SOUTHWEST HIGH	White	2.60%	2.60%	60.00%	34.80%	115	41.60%
SULLIVAN COMMUNITY	African American	3.60%	12.70%	54.50%	29.10%	55	49.20%
WAITE PARK COMMUNITY	African American	0.00%	10.00%	60.00%	30.00%	10	55.60%
WAITE PARK COMMUNITY	Hispanic	0.00%	0.00%	50.00%	50.00%	6	70.00%
WAITE PARK COMMUNITY	White	0.00%	9.50%	19.00%	71.40%	21	84.60%
WASHBURN HIGH	African American	0.00%	9.10%	77.30%	13.60%	22	27.80%
WASHBURN HIGH	Asian	0.00%	0.00%	87.50%	12.50%	8	47.40%
WASHBURN HIGH	Hispanic	0.00%	8.30%	66.70%	25.00%	12	18.00%
WASHBURN HIGH	White	0.00%	21.00%	62.90%	16.10%	62	26.60%
WEBSTER ELEMENTARY	African American	0.00%	9.10%	45.50%	45.50%	11	61.10%
WEBSTER ELEMENTARY	White	0.00%	8.30%	66.70%	25.00%	12	92.90%
WELLSTONE INTERNATIONAL HIGH	Hispanic	7.70%	0.00%	23.10%	69.20%	13	41.90%
WHITTIER INTERNATIONAL	African American	8.30%	0.00%	33.30%	58.30%	12	36.10%
WHITTIER INTERNATIONAL	Hispanic	0.00%	12.50%	12.50%	75.00%	8	42.90%
WHITTIER INTERNATIONAL	White	0.00%	0.00%	33.30%	66.70%	9	64.30%
WINDOM SPANISH DUAL IMMERSION	Hispanic	0.00%	0.00%	31.20%	68.80%	16	58.60%
WINDOM SPANISH DUAL IMMERSION	White	0.00%	0.00%	36.40%	63.60%	22	64.10%

## APPENDIX D – School survey staff results

Q18: How much, if anything, do you know about the history of your current school's name?

School	I don't know anything	I don't know much	I know a little	I know a lot	N	Response Rate
ANDERSEN UNITED	20.00%	16.70%	36.70%	26.70%	30	46.20%
ANISHINABE ACADEMY	0.00%	0.00%	13.30%	86.70%	15	69.60%
ANTHONY MIDDLE	0.00%	0.00%	22.70%	77.30%	22	63.60%
ANWATIN MIDDLE COM AND SPANISH D I	40.00%	13.30%	40.00%	6.70%	15	43.80%
ARMATAGE MONTESSORI	8.30%	0.00%	66.70%	25.00%	12	40.00%
BANCROFT	26.70%	26.70%	33.30%	13.30%	15	44.40%
BARTON OPEN	6.20%	12.50%	50.00%	31.20%	16	47.70%
BETHUNE COMMUNITY	0.00%	0.00%	10.00%	90.00%	10	43.20%
BRYN MAWR COMMUNITY	0.00%	45.50%	45.50%	9.10%	11	58.10%
BURROUGHS COMMUNITY	16.70%	11.10%	38.90%	33.30%	18	53.70%
CITYVIEW COMMUNITY	18.80%	25.00%	31.20%	25.00%	16	44.10%
Citywide School Support	34.90%	14.50%	37.30%	13.30%	83	41.50%
Davis Center	23.10%	7.70%	38.50%	30.80%	13	33.80%
DOWLING URBAN ENVIRONMENTAL	0.00%	6.20%	18.80%	75.00%	16	61.80%
EDISON HIGH	6.90%	17.20%	37.90%	37.90%	29	45.20%
EMERSON SPANISH DUAL IMMERSION	45.50%	18.20%	36.40%	0.00%	11	40.00%
FAIR SENIOR HIGH	0.00%	12.50%	50.00%	37.50%	8	56.20%
FIELD COMMUNITY	11.10%	22.20%	33.30%	33.30%	9	42.90%
FOLWELL ARTS MAGNET	26.90%	23.10%	38.50%	11.50%	26	55.40%
FRANKLIN MIDDLE SCHOOL	22.20%	44.40%	33.30%	0.00%	9	45.70%
GREEN CENTRAL PARK COMMUNITY	0.00%	10.00%	40.00%	50.00%	10	39.50%
HALE COMMUNITY	7.10%	21.40%	50.00%	21.40%	14	45.70%
HALL INTERNATIONAL	6.70%	26.70%	46.70%	20.00%	15	69.20%
HENRY HIGH	0.00%	6.70%	33.30%	60.00%	30	57.50%
HERITAGE STEM ACADEMY	16.70%	33.30%	0.00%	50.00%	6	40.00%
HIAWATHA COMMUNITY	12.50%	25.00%	25.00%	37.50%	8	50.00%
HMONG INTERNATIONAL ACADEMY	7.70%	15.40%	15.40%	61.50%	13	45.10%
Hospital Agency	40.00%	0.00%	40.00%	20.00%	5	100.00%
HOWE	57.10%	0.00%	42.90%	0.00%	7	53.30%
JEFFERSON COMMUNITY	16.00%	8.00%	32.00%	44.00%	25	69.60%
JENNY LIND ELEMENTARY	0.00%	42.90%	57.10%	0.00%	7	26.30%
JUSTICE PAGE MIDDLE SCHOOL	0.00%	0.00%	15.40%	84.60%	13	35.30%

KENNY COMMUNITY	21.70%	26.10%	26.10%	26.10%	23	45.90%
KENWOOD COMMUNITY	33.30%	25.00%	33.30%	8.30%	12	66.70%
LAKE HARRIET COMMUNITY LOWER	40.00%	20.00%	0.00%	40.00%	10	46.20%
LAKE HARRIET COMMUNITY UPPER	9.10%	0.00%	72.70%	18.20%	11	50.00%
LAKE NOKOMIS COMMUNITY KEEWAYDIN	10.00%	20.00%	50.00%	20.00%	10	34.30%
LAKE NOKOMIS COMMUNITY WENONAH	33.30%	33.30%	11.10%	22.20%	9	45.00%
LORING COMMUNITY	21.10%	15.80%	52.60%	10.50%	19	71.40%
LUCY LANEY AT CLEVELAND	0.00%	0.00%	23.10%	76.90%	13	40.40%
LYNDALE ELEMENTARY	38.90%	22.20%	27.80%	11.10%	18	59.50%
MARCY OPEN	15.00%	25.00%	55.00%	5.00%	20	58.30%
NELLIE STONE JOHNSON COMMUNITY	6.20%	3.10%	31.20%	59.40%	32	87.80%
NORTH ACADEMY ARTS and COMMUNICATION	11.10%	22.20%	44.40%	22.20%	9	46.30%
NORTHEAST MIDDLE	22.20%	27.80%	33.30%	16.70%	18	68.30%
NORTHROP COMMUNITY	23.10%	30.80%	46.20%	0.00%	13	58.60%
OLSON MIDDLE	23.10%	38.50%	30.80%	7.70%	13	48.60%
PILLSBURY COMMUNITY	18.80%	31.20%	37.50%	12.50%	16	63.60%
PRATT COMMUNITY	33.30%	16.70%	33.30%	16.70%	6	40.00%
RIVER BEND EDUCATION CENTER	33.30%	22.20%	22.20%	22.20%	9	53.10%
ROOSEVELT HIGH	0.00%	13.20%	50.00%	36.80%	38	50.60%
SANFORD MIDDLE	0.00%	22.70%	54.50%	22.70%	22	53.30%
SEWARD MONTESSORI	25.00%	33.30%	25.00%	16.70%	24	50.00%
SHERIDAN INTERNATIONAL FINE ARTS	10.00%	0.00%	40.00%	50.00%	10	38.50%
SOUTH HIGH	22.90%	17.10%	37.10%	22.90%	35	44.90%
SOUTHWEST HIGH	22.90%	14.30%	25.70%	37.10%	35	38.30%
SULLIVAN COMMUNITY	0.00%	6.70%	26.70%	66.70%	15	31.90%
TRANSITION PLUS SERVICES	11.10%	22.20%	22.20%	44.40%	9	34.10%
WAITE PARK COMMUNITY	12.50%	62.50%	12.50%	12.50%	8	40.70%
WASHBURN HIGH	7.90%	13.20%	36.80%	42.10%	38	49.00%
WEBSTER ELEMENTARY	72.70%	27.30%	0.00%	0.00%	11	63.00%
WELLSTONE INTERNATIONAL HIGH	0.00%	0.00%	27.30%	72.70%	11	58.30%
WHITTIER INTERNATIONAL	38.50%	23.10%	30.80%	7.70%	13	47.80%
Wilder Complex	7.40%	18.50%	51.90%	22.20%	27	49.30%
WINDOM SPANISH DUAL IMMERSION	36.40%	9.10%	54.50%	0.00%	11	40.50%

**Q19: How much, if at all, do you like your school's name?**

School	I don't like it at all	I don't really like it	I kind of like it	I like it a lot	N	Response Rate
ANDERSEN UNITED	7.10%	21.40%	57.10%	14.30%	28	46.20%
ANISHINABE ACADEMY	0.00%	0.00%	6.70%	93.30%	15	69.60%
ANTHONY MIDDLE	0.00%	0.00%	22.70%	77.30%	22	63.60%
ANWATIN MIDDLE COM AND SPANISH D I	0.00%	0.00%	58.30%	41.70%	12	43.80%
ARMATAGE MONTESSORI	0.00%	0.00%	58.30%	41.70%	12	40.00%
BANCROFT	7.70%	15.40%	53.80%	23.10%	13	44.40%
BARTON OPEN	0.00%	0.00%	68.80%	31.20%	16	47.70%
BETHUNE COMMUNITY	0.00%	0.00%	0.00%	100.00%	10	43.20%
BRYN MAWR COMMUNITY	0.00%	9.10%	27.30%	63.60%	11	58.10%
BURROUGHS COMMUNITY	11.80%	5.90%	41.20%	41.20%	17	53.70%
CITYVIEW COMMUNITY	0.00%	0.00%	40.00%	60.00%	15	44.10%
Citywide School Support	3.70%	4.90%	60.50%	30.90%	81	41.50%
Davis Center	0.00%	16.70%	58.30%	25.00%	12	33.80%
DOWLING URBAN ENVIRONMENTAL	0.00%	0.00%	12.50%	87.50%	16	61.80%
EDISON HIGH	10.70%	14.30%	53.60%	21.40%	28	45.20%
EMERSON SPANISH DUAL IMMERSION	18.20%	18.20%	36.40%	27.30%	11	40.00%
FAIR SENIOR HIGH	12.50%	0.00%	37.50%	50.00%	8	56.20%
FIELD COMMUNITY	0.00%	25.00%	50.00%	25.00%	8	42.90%
FOLWELL ARTS MAGNET	4.50%	27.30%	45.50%	22.70%	22	55.40%
FRANKLIN MIDDLE SCHOOL	0.00%	0.00%	77.80%	22.20%	9	45.70%
GREEN CENTRAL PARK COMMUNITY	0.00%	0.00%	50.00%	50.00%	10	39.50%
HALE COMMUNITY	7.10%	14.30%	42.90%	35.70%	14	45.70%
HALL INTERNATIONAL	0.00%	40.00%	40.00%	20.00%	15	69.20%
HENRY HIGH	35.70%	17.90%	42.90%	3.60%	28	57.50%
HERITAGE STEM ACADEMY	0.00%	0.00%	66.70%	33.30%	6	40.00%
HIAWATHA COMMUNITY	0.00%	0.00%	25.00%	75.00%	8	50.00%
HMONG INTERNATIONAL ACADEMY	0.00%	0.00%	15.40%	84.60%	13	45.10%
HOWE	0.00%	0.00%	50.00%	50.00%	6	53.30%
JEFFERSON COMMUNITY	60.00%	24.00%	12.00%	4.00%	25	69.60%
JENNY LIND ELEMENTARY	28.60%	42.90%	28.60%	0.00%	7	26.30%
JUSTICE PAGE MIDDLE SCHOOL	0.00%	0.00%	0.00%	100.00%	13	35.30%
KENNY COMMUNITY	0.00%	18.20%	36.40%	45.50%	22	45.90%
KENWOOD COMMUNITY	0.00%	0.00%	41.70%	58.30%	12	66.70%
LAKE HARRIET COMMUNITY LOWER	0.00%	0.00%	30.00%	70.00%	10	46.20%
LAKE HARRIET COMMUNITY UPPER	0.00%	9.10%	45.50%	45.50%	11	50.00%

LAKE NOKOMIS COMMUNITY KEEWAYDIN	0.00%	0.00%	30.00%	70.00%	10	34.30%
LAKE NOKOMIS COMMUNITY WENONAH	0.00%	0.00%	25.00%	75.00%	8	45.00%
LORING COMMUNITY	0.00%	0.00%	42.10%	57.90%	19	71.40%
LUCY LANEY AT CLEVELAND	0.00%	0.00%	0.00%	100.00%	13	40.40%
LYNDALE ELEMENTARY	0.00%	0.00%	33.30%	66.70%	18	59.50%
MARCY OPEN	16.70%	11.10%	38.90%	33.30%	18	58.30%
NELLIE STONE JOHNSON COMMUNITY	3.10%	0.00%	28.10%	68.80%	32	87.80%
NORTH ACADEMY ARTS and COMMUNICATION	0.00%	0.00%	11.10%	88.90%	9	46.30%
NORTHEAST MIDDLE	5.60%	0.00%	44.40%	50.00%	18	68.30%
NORTHROP COMMUNITY	8.30%	0.00%	50.00%	41.70%	12	58.60%
OLSON MIDDLE	7.70%	15.40%	61.50%	15.40%	13	48.60%
PILLSBURY COMMUNITY	14.30%	28.60%	35.70%	21.40%	14	63.60%
RIVER BEND EDUCATION CENTER	0.00%	0.00%	33.30%	66.70%	9	53.10%
ROOSEVELT HIGH	18.90%	27.00%	35.10%	18.90%	37	50.60%
SANFORD MIDDLE	0.00%	4.80%	38.10%	57.10%	21	53.30%
SEWARD MONTESSORI	4.50%	4.50%	72.70%	18.20%	22	50.00%
SHERIDAN INTERNATIONAL FINE ARTS	40.00%	50.00%	10.00%	0.00%	10	38.50%
SOUTH HIGH	3.10%	6.20%	53.10%	37.50%	32	44.90%
SOUTHWEST HIGH	0.00%	8.60%	45.70%	45.70%	35	38.30%
SULLIVAN COMMUNITY	6.70%	6.70%	33.30%	53.30%	15	31.90%
TRANSITION PLUS SERVICES	0.00%	11.10%	66.70%	22.20%	9	34.10%
WAITE PARK COMMUNITY	0.00%	25.00%	25.00%	50.00%	8	40.70%
WASHBURN HIGH	0.00%	5.30%	47.40%	47.40%	38	49.00%
WEBSTER ELEMENTARY	0.00%	20.00%	60.00%	20.00%	10	63.00%
WELLSTONE INTERNATIONAL HIGH	0.00%	0.00%	9.10%	90.90%	11	58.30%
WHITTIER INTERNATIONAL	7.70%	7.70%	53.80%	30.80%	13	47.80%
Wilder Complex	30.40%	17.40%	34.80%	17.40%	23	49.30%
WINDOM SPANISH DUAL IMMERSION	0.00%	22.20%	22.20%	55.60%	9	40.50%

**APPENDIX E – Principal’s survey results**

*How much, if anything, do you know about the history of your current school's name?*

	N	%
I don't know anything	9	9.8%
I don't know much	14	15.2%
I know a little	38	41.3%
I know a lot	31	33.7%
Total	92	-

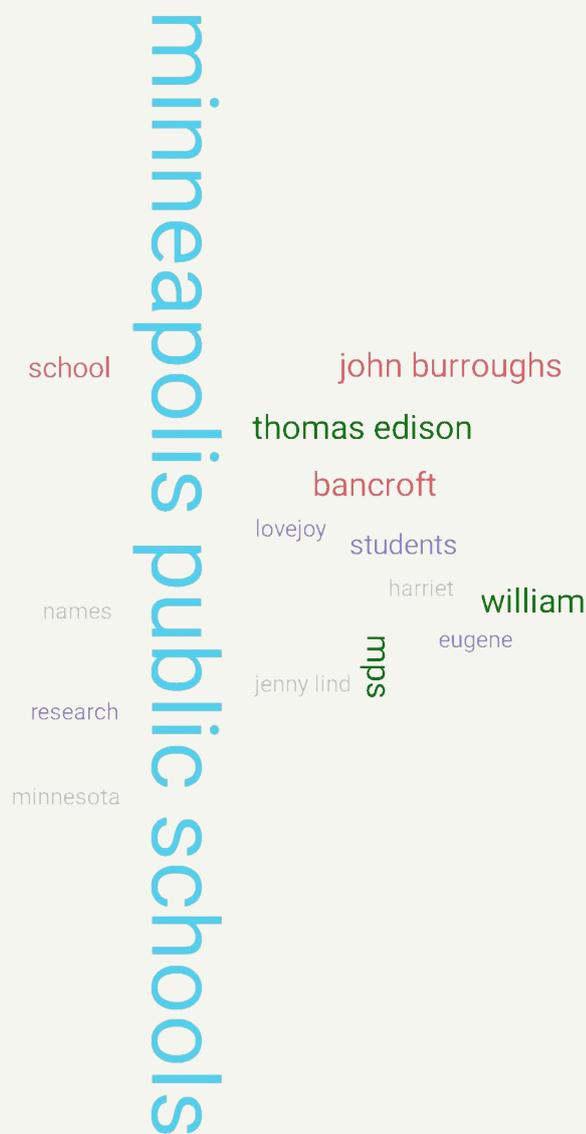
*How much, if at all, do you like your school's name?*

	N	%
I don't like it at all	9	9.9%
I don't really like it	8	8.8%
I kind of like it	47	51.6%
I like it a lot	27	29.7%
Total	91	-

AUGUST 2021

# What's In A Name?

## Historical Research on School Names: Minneapolis Public Schools



Report compiled by An Garagiola-Bernier  
in consultation with Cast Consulting LLC  
and MPS Facility Names advisory group

# Introduction

## *Place and positionality*

I approach this research as a mixed-race Anishinaabekwe (Bois Forte Band of Chippewa and mixed-European descent) and a disabled person living on the homelands of the Dakota people. It is from this position at the confluence of multiple worldviews that I perceive problems and craft strategies. Through experience gained in community organizing, systems change, higher ed policy, and with an Indigenous critical lens, I evaluated these school names for what could be considered concerning connections.

## *Representation*

White folks are disproportionately represented in this sample of school names. These portraits show a freeze frame of American expansionism at all costs, by white, elderly figures from the 19th century, with the exception of Mona H. Moede, for whom a photograph could not be located. In addition, many of the namesakes have connections to issues that have ongoing social justice impacts. Where are the contemporaries that kids can look up to? Where and how do they see themselves in the stories of their school names? These questions were at the forefront, guiding this research.

While many white abolitionists are represented, I would caution that an abolitionist agenda does not align with an anti-racist or anti-white supremacy ideology.

# Scope and Limitations

The scope of this project was limited by time and the ongoing COVID-19 pandemic. Over the course of two weeks, this research project attempted to capture very complex issues spanning several historical eras. The result is but a surface level analysis of the people these schools were named after. From what has been gleaned from a brief content analysis of relevant source materials available online and through academic journals, I am confident that deeper research would yield further connections than those outlined in this report.

# Methodology

**This is a critical inquiry into the naming of at least 11 schools in the Minneapolis School District, and background info on four Revolutionary War period figures. School names were evaluated for what could be considered concerning connections to their namesakes. This report is designed as a tool to help MPS become more equitable, accessible, successful, and sustainable.**

This research was completed through three phases:

- Phase 1: Research
  - Review academic journals, museums, newspapers, and other historical periodicals to glean biographical information about namesakes.
- Phase 2: Historical-political context
  - Cross reference important political and social movements of namesakes' eras.
- Phase 3: Analysis
  - Intersectional evaluation of source materials through lenses of race, class, gender, colonialism, and how historical-political factors continue to shape the present.

# Goals & Objectives

**To complete a succinct, detailed biography on the following persons, paying close attention to how their experiences intersected with race, class, gender, and colonialism.**

- John Burroughs
- Harriet Lovejoy
- George Bancroft
- William Marcy
- Julia Howe
- William King
- William Windom
- Jenny Lind
- Eugene Field
- Thomas Edison
- Mona H. Moede
- And add any biographical information on the following persons from the Revolutionary War period:
  - Thomas Jefferson
  - Benjamin Franklin
  - Nathan Hale
  - Patrick Henry

# John Burroughs

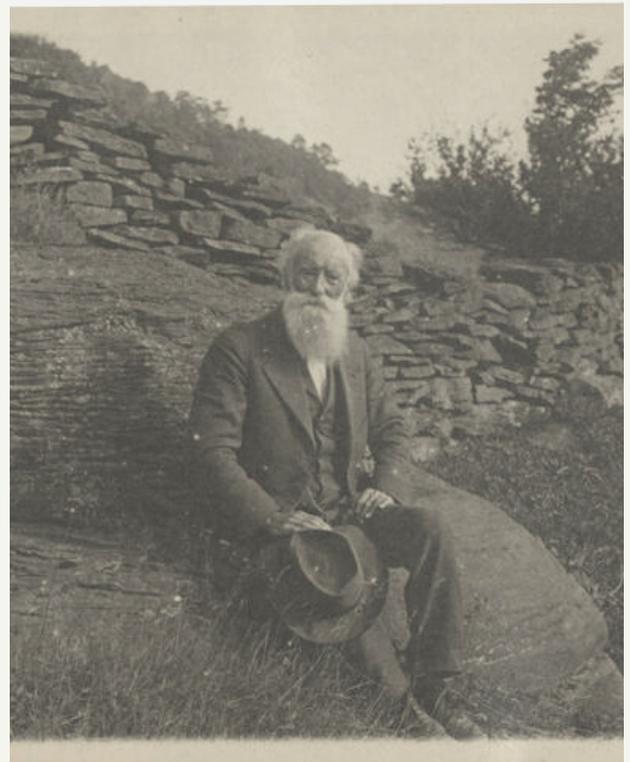
**1837 - 1921**

*Burroughs Community School is named after John Burroughs.*

An American essayist and naturalist. His close peers, with whom he often traveled, included Theodore Roosevelt, John Muir, Henry Ford, and Thomas Edison. [1]

There is no record of Burroughs living in Minnesota. He is best known for his book, *Ways of Nature* (1905) [2] in which he furthered the argument against personhood for more-than-humans. In this volume, Burroughs refutes the idea that animals are capable of rational thought, and rather that they operate on pure instinct. His have been seen as an important literary contributions, however we must pay attention to the ways that naturalists helped to propel manifest destiny, fuel wars with Native Nations, and attempted to erase through devaluation and defamation traditional Indigenous knowledge ways.

As authors Raj Patel and Rupa Marya point out, “The psychic technology crucial to expansion of empire was the invention of the diametrically opposed concepts of society and nature. Humans who were capable of allegedly rational thought, usually white, Christian landowning men, comprised society. The rest of the planet, non-Europeans, women, animals, rivers and plants, were defined as nature, purely physical things without minds.” [3]



[John Burroughs, American Museum of Natural History.](#)

# Harriet Lovejoy

**1783 - 1834**

*Lake Harriet Community School upper and lower campuses are named after her.*

Harriet Lovejoy was the third wife of military careerist Henry Leavenworth. Leavenworth was involved in the 1812 Plains war and the construction of Fort St. Anthony at the place of Dakota creation, Bdote. This military installation was later renamed Fort Snelling, and would serve as the sight of Dakota internment after the US-Dakota war. [4]

In the 1920s, many years after her death, Minneapolis renamed several area lakes after military wives. [5] Bde Unma, site of a Dakota Village, was renamed Lake Harriet. [6] [7]



[Harriet Lovejoy, Frontier Army Museum](#)

# George Bancroft

**1800 - 1891**

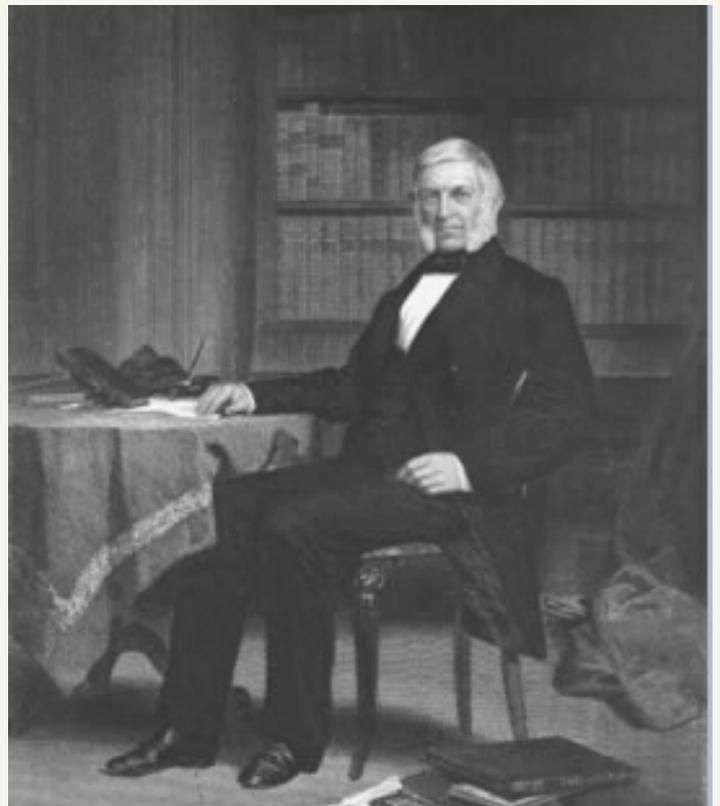
*Namesake of Bancroft Elementary School.*

George Bancroft was an author, historian, and politician. He served as Secretary of Navy under Polk from 1845-1846. In that role, he established the Naval Academy at Annapolis, ordered the occupation of what is now referred to as California, and sent troops into the southwest provoking the Mexican War which resulted in US expansion. [8] [9]

He negotiated the Bancroft Treaties, which set laws on naturalization and citizenship. [10]

For his writing, Bancroft is known as "the father of American history". [11] His writing has been widely criticized for romanticizing European settlement of North America and lacking critical reflection (279).

His interpretation of the life of Native Americans is problematic and situates settler society as an act of God (281). For all of this, Bancroft was a vocal abolitionist and supporter of women's suffrage (287).



[George Bancroft, American Historical Association](#)

# William Marcy

**1786 - 1857**

*Namesake of Marcy Open School and the Marcy-Holmes Neighborhood of Minneapolis.*

William Marcy was an attorney, judge, and executive cabinet member. In 1840, he sat on the Mexican Claims Commission. He served as Secretary of War in 1845. [12] And in 1853, as Secretary of State, he negotiated the Gadsden-purchase, a treaty expanding US territory by more than 30,000 square miles, which laid the foundation for a transcontinental railroad. [13] During this time, he also drew controversy for penning the Ostend Manifesto, which proposed the US annexation of Cuba as a compromise for slavery. [14]



[William Learned Marcy, National Governor's Association](#)

# Julia Howe

**1819 - 1910**

*Namesake of Hiawatha Community School Howe Campus as well as the Howe Neighborhood of Minneapolis.*

Juliet Howe was a poet, suffrage activist, and abolitionist. She served as President of the Association for the Advancement of Women, co-founded the General Federation of Women's Clubs which sought to uphold Christian values, and President of the Massachusetts Woman Suffrage Association. She was the first woman elected to the Academy of Arts and Letters. [15]

Howe supported the Fifteenth Amendment, which gave Black men voting rights before white women, breaking with leading suffragists at the National Woman's Suffrage Association. She left NWSA to form the co-ed AWSA. [16]

Howe was not as sympathetic to the Native cause. According to her journals, published posthumously by her daughter, on the tour of Africa, she referred to Native Soudanese "savages" (182). She also discussed "civilizing" Native Americans, who she also referred to as "savages" (343). [17]



[Julia Ward Howe, National Women's History Museum](#)

# William King

**1828 - 1900**

*Former owner of Lyndale Farm, for which the Lyndale Neighborhood and Lyndale Community School are named after.*

William S. King was a Republican abolitionist who supported Abraham Lincoln. He was a proponent of public transportation, founding the Minneapolis Street Railway Company. [18]

To further these ends, he purchased vast sums of land, including areas around Bde Unma and Bde Maka Ska. The funds used to purchase this land were called into question. Just prior to the purchase, King had received a large amount of money from Pacific Mail Steamship Company, which was known to bribe elected officials. King ultimately went bankrupt, “donating” the area known as Lyndale Farm to the City of Minneapolis. [19] [20]



William S. King

# William Windom

**1827 - 1891**

*Windom Spanish Dual Immersion is named after him. So is the Minnesota city of Windom.*

Windom was a United States politician from Minnesota. He served as a Republican in the US House of Representatives from 1859-1869, where he advocated for the “removal or extermination of Sioux from Minnesota”(203) and introduced a bill to remove the Winnebago Tribe from Minnesota (204). He also served in the US Senate from 1870-1871, 1871-1881, and 1881-1883. He was a staunch assimilationist. In 1872, he supported the Indian Appropriations Bill which opened large tracts of Sisseton and Wahpeton lands to white settlers (205). In 1876 he introduced legislation to open more Dakota lands, specifically the Black Hills, where gold had recently been discovered (206) .

He also served as Secretary of Treasury from March-November of 1881, and 1889-1891.

Windom appeared on the \$2 bill. He also stalled a bill that would have provided relief to captive Navajo being held in the New Mexico Territory. [21] [22] [23] [24]



William Windom, US House of Representatives

# Jenny Lind

**1820 - 1887**

*Jenny Lind Elementary carries her name.*

Jenny Lind was a Swedish opera singer who toured the United States on contract with P.T. Barnum. There is no clear connection between Lind and Minnesota; her name lives on across the continent due to a fantastic marketing campaign for the tour. Lind gave all of her earnings for the tour to charity. [25]

While on tour, she refused to speak on the issue of abolition, and several accounts exist of her hegemonic views on race. Commenting both on appearance (cite) and dismissive of education rights for Black people. [26]



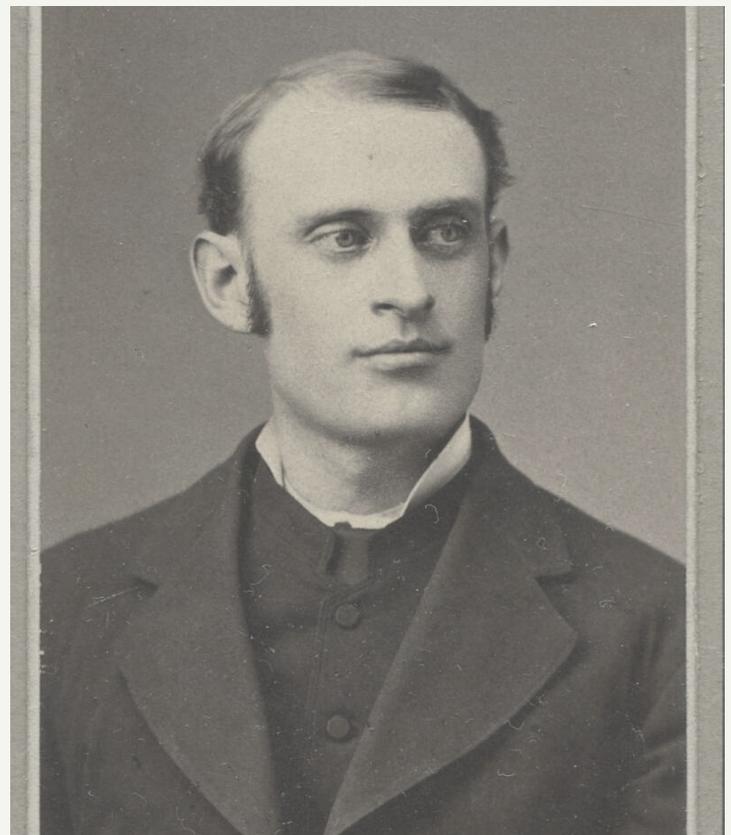
[Jenny Lind, Smithsonian](#)

# Eugene Field

**1850 - 1895**

*Field Community School is named after him.*

Eugene Field was a poet and journalist, and son of Roswell Martin Field, the lawyer who filed the Dred Scott brief. He is colloquially referred to as “the Poet of Childhood” due to the vast number of nursery rhymes and children’s poetry he published. Field was also a writer of erotica. His writing took a dark turn towards the end of his life, when he published, *Only a Boy*, the romanticized story of a 12-year-old child who is sexually molested by a middle-aged woman. [27] [28]



[Eugene Field, Denver Public Library.](#)

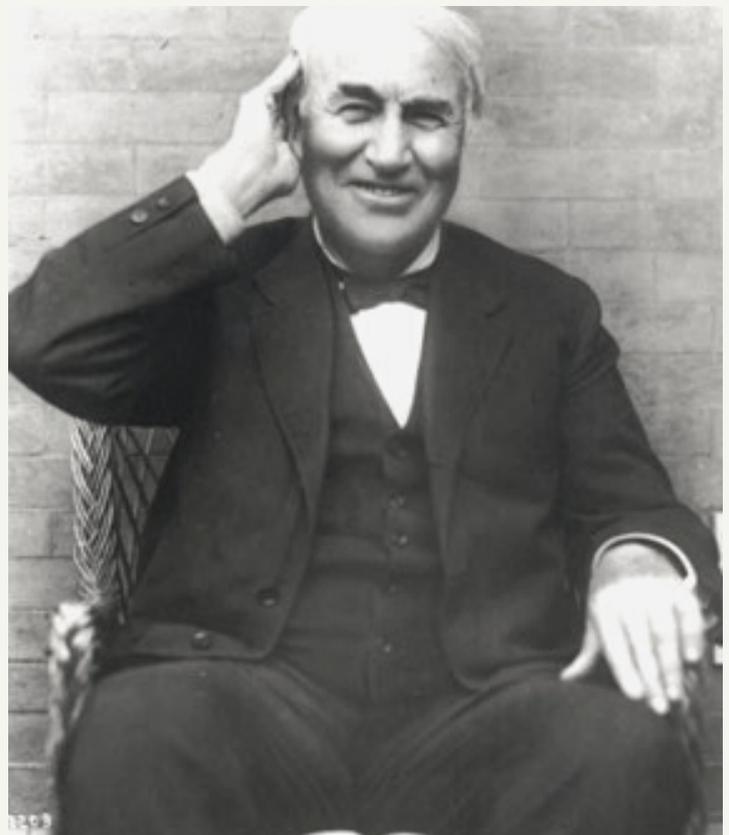
# Thomas Edison

**1847 - 1931**

*Namesake of Edison High School.*

Thomas Edison was an inventor and entrepreneur. His inventions led to developments in electrical power systems, communication, sound, and motion pictures. He was known to poach ideas from his proteges and competitors. [29]

In his pursuit to spread his low-voltage power grid, he had no shame. In an attempt to discredit AC power, Edison publicly electrocuted animals and funded the first electric chair. [30] [31] [32]



[Thomas Edison, NPS](#)

# Mona H. Moede

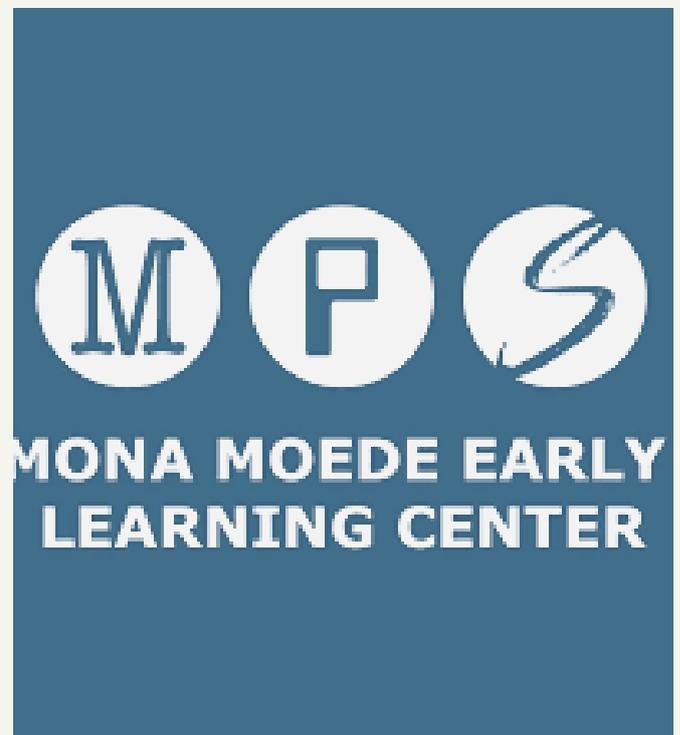
**1941 -**

*Namesake of Mona Moede - North Star.*

Mona Moede is known as a philanthropist who was involved in the American Lutheran Church's Hunger Program. [33]

She also served on the Minneapolis Parks Board. [34]

So far as can tell, Moede is currently living in a retirement community in Illinois. [35]



# Revolutionary War figures

## **Thomas Jefferson**

1743 - 1826

Jefferson was the third President of the United States, considered one of the “founding fathers”. He is the primary author of the Declaration of Independence and American Revolutionary. He also served in the Virginia legislature and as Governor of Virginia. During his political career, Jefferson promoted westward expansion by means of the Louisiana Purchase, and the assimilation and removal of Native Americans. He appointed the Lewis and Clark, Red River, and Pike expeditions. [36]

Much has been written about how Jefferson enslaved more than 600 persons of African descent, including Sally Hemings, a woman he enslaved and impregnated six times beginning when she was just 16 years old. [37]

## **Benjamin Franklin**

1706-1790

Benjamin Franklin was an inventor, diplomat, publisher, and also considered a “founding father”. He enslaved people of African descent and profited from the transatlantic slave trade. And still wrote in favor of abolition and education for Black people. Franklin was a vegetarian and animal rights advocate. [38] [39] [40]

## **Nathan Hale**

1755-1776

Hale was a Revolutionary soldier and spy. He was captured and executed by the British at the age of 21. [41]

## **Patrick Henry**

1736-1799

Patrick Henry is considered to be one of the “founding fathers”. A lawyer and tobacco plantation owner, he enslaved people of African descent, though publicly he denounced it. He opposed ratification of the constitution, and favored small government. He famously said, “give me liberty or give me death”. [42]

# Bibliography

*Sources are listed in chronological order.*

- 1 Barrus, C. (1925). The life and letters of John Burroughs (Vol. 2). Houghton Mifflin.
- 2 Burroughs, J. (1905). Ways of nature (Vol. 14). Houghton, Mifflin.
- 3 Marya, R. and Patel, R. (2021) INFLAMED: Deep Medicine and the Anatomy of Injustice. Farrar, Straus and Giroux.
- 4 Minnesota Historical Society. <https://www.usdakotawar.org/history/henry-leavenworth>
- 5 Gehl, Robin. "Lake Harriet Bandshell Park." MNopedia, Minnesota Historical Society. <http://www.mnopedia.org/structure/lake-harriet-bandshell-park>
- 6 Frontier Army Museum. Harriet Lovejoy Leavenworth. <https://frontierarmymuseum.oncell.com/en/8-harriet-lovejoy-leavenworth-80720.html>
- 7 Who's who Among Minnesota Women: A History of Woman's Work in Minnesota from Pioneer Days to Date, Told in Biographies, Memorials and Records of Organizations. MD Foster, 1924. Page 5.
- 8 University of Virginia Miller Center. George Bancroft. <https://millercenter.org/president/polk/essays/bancroft-1845-secretary-of-the-navy>
- 9 Davis, A. (1890). George Bancroft. Proceedings of the American Academy of Arts and Sciences, 26, 355-370. Retrieved August 30, 2021, from <http://www.jstor.org/stable/20013492>
- 10 Massachusetts Historical Society. George Bancroft Papers. <https://www.masshist.org/collection-guides/view/fa0413>
- 11 Dawes, N., & Nichols, F. (1933). Revaluing George Bancroft. <i>The New England Quarterly, 6(2), 278-293. doi:10.2307/359126
- 12 United States Congress. Bioguide. William Learned Marcy. <https://bioguide.congress.gov/search/bio/M000127>
- 13 United States of America Dept. of State Office of the Historian. Gadsden Purchase, 1853-1854. <https://history.state.gov/milestones/1830-1860/gadsden-purchase>
- 14 United States of America Dept. of State Office of the Historian. Biographies of the Secretaries of State: William Learned Marcy (1786-1857). <https://history.state.gov/departmenthistory/people/marcy-william-learned>
- 15 Chicago - Michals, Debra. "Julisa Ward Howe." National Women's History Museum." 2015. [www.womenshistory.org/education-resources/biographies/julia-ward-howe](http://www.womenshistory.org/education-resources/biographies/julia-ward-howe).
- 16 Lange, Allison. (2015). Suffragists Organize: American Woman Suffrage Association. National Women's History Museum. <http://www.crusadeforthevote.org/awsa-organize>.
- 17 Richards, L. E. (2018). Julia Ward Howe 1819-1910. <https://www.gutenberg.org/files/38648/38648-h/38648-h.htm>
- 18 Risser, S. (2019). Take Me to the River. Minnesota History, 66(7), 285-297.
- 19 Gehl, Robin. "Lake Harriet Bandshell Park." MNopedia, Minnesota Historical Society. <http://www.mnopedia.org/structure/lake-harriet-bandshell-park> (accessed August 30, 2021).
- 20 Nowak, Alison. (2011). History: Bribery, Scandal and Bankruptcy with William S. King <https://patch.com/minnesota/southwestminneapolis/history-william-s-king>
- 21 Salisbury, R. (1988). William Windom, the Sioux, and Indian Affairs. South Dakota Historical Press. Vol. 17 Issue 3 & 4. <https://www.sdhspress.com/journal/south-dakota-history-17-3/william-windom-the-sioux-and-indian-affairs/vol-17-no-3-and-no-4-william-windom-the-sioux-and-indian-affairs.pdf>

## Bibliography cont.

- 22 United States Dept. of the Treasury. William Windom (1881) & (1889-1891).  
<https://home.treasury.gov/about/history/prior-secretaries/william-windom-1881-1889-1891>.
- 23 Christenson Special, E. (2001). Pieces of the Past. Winona Daily News.  
[https://www.winonadailynews.com/news/local/throwback-thursday-william-windom-the-man-on-the-2-bill/article\\_3164dd7d-520b-5461-a8fc-594915fc03d0.html](https://www.winonadailynews.com/news/local/throwback-thursday-william-windom-the-man-on-the-2-bill/article_3164dd7d-520b-5461-a8fc-594915fc03d0.html).
- 24 Minnesota Historical Society. William Windom and family papers.  
<http://www2.mnhs.org/library/findaids/p1400.xml>.
- 25 Golden Kellem, B. (2017). The Greatest Showman: The True Story of P.T. Barnum and Jenny Lind. Vanity Fair. <https://www.vanityfair.com/hollywood/2017/12/greatest-showman-hugh-jackman-p-t-barnum-jenny-lind>.
- 26 Field, M. B. (1874). Memories of many men and of some women: being personal recollections of emperors, kings, queens, princes, presidents, statesmen, authors, and artists, at home and abroad, during the last thirty years (No. 5). Harper. Chapter 4 pp 215-220.
- 27 Poetry Foundation. Eugene Field. <https://www.poetryfoundation.org/poets/eugene-field>.
- 28 Wells, B. W. (1897). Eugene Field. The Sewanee Review, 5(2), 153-170.
- 29 Menlo Park Museum. <https://www.menloparkmuseum.org/history>.
- 30 PETA. (2020). Press Release. Thomas Edison Charter Academy Name Must Go, Says PETA. <https://www.peta.org/media/news-releases/thomas-edison-charter-academy-name-must-go-says-peta/>.
- 31 Holodny, E. (2014). Thomas Edison Secretly Financed The First Electric Chair To Destroy His Rival. Business Insider. <https://www.businessinsider.com/edison-financed-the-electric-chair-2014-7>.
- 32 Rutgers School of Arts and Sciences. Thomas A. Edison Papers. Myth Buster- Topsy the Elephant. <http://edison.rutgers.edu/topsy.htm>.
- 33 Minnesota Food and Hunger Network. (2000). A directory of organizations concerned with people and food. Page iii, 11, 30.  
[https://conservancy.umn.edu/bitstream/handle/11299/169044/mn\\_2000\\_eb\\_435.pdf?sequence=1](https://conservancy.umn.edu/bitstream/handle/11299/169044/mn_2000_eb_435.pdf?sequence=1).
- 34 Three Rivers Park District Oral history project. (1983).  
<https://www.threeriversparks.org/sites/default/files/pdfs/Mission/Mission-Copy-oral-history.pdf>.
- 35 Background check.
- 36 Bernstein, Richard B. (May 6, 2004). Thomas Jefferson: The Revolution of Ideas. Oxford University Press, p. 78.
- 37 <https://www.monticello.org/thomas-jefferson/jefferson-slavery/thomas-jefferson-and-sally-hemings-a-brief-account/>.
- 38 Wood, Gordon S. (April 13, 2021). "Benjamin Franklin | Biography, Inventions, Books, American Revolution, & Facts | Britannica". Encyclopædia Britannica.
- 39 Nash, Gary B. "Franklin and Slavery." Proceedings of the American Philosophical Society 150, no. 4 (2006): 620.
- 40 [https://www.pbs.org/benfranklin/l3\\_citizen\\_abolitionist.html](https://www.pbs.org/benfranklin/l3_citizen_abolitionist.html)
- 41 The Last Days and Valiant Death of Nathan Hale". American Heritage Magazine. American Heritage Inc. April 1964. Archived from the original on September 29, 2007. Retrieved January 22, 2007.
- 42 <https://www.gutenberg.org/ebooks/subject/9563>

**SECTION 1:            ADOPTION** “Policy 8114: School Board Election Districts” of the Minneapolis Public Schools Policies & Regulations is hereby *added* as follows:

**ADOPTION**

Policy 8114: School Board Election Districts(*Added*)

**1. PURPOSE**

The purpose of this policy is to establish parameters for School Board election districts.

**2. GENERAL STATEMENT OF POLICY**

- a. The School Board shall consist of six members elected by district and three members elected at-large
- b. The School Board election districts shall be designated by number. Three districts shall have odd numbers and three districts shall have even numbers.
- c. Each election district must be as equal in population as practicable and must be composed of compact, contiguous territory.
- d. The election districts shall correspond to the Minneapolis Park and Recreation Board election districts.
- e. When districts are redrawn following a census, members continue to serve until the expiration of the term to which they were elected.
- f. A candidate for school board must file an affidavit of candidacy to be elected as a school board member for the election district where the candidate resides or for one of the at-large seats. A candidate must indicate on the affidavit the number of the district from which the candidate seeks election, or if applicable, that the candidate seeks one of the offices elected at-large.

# Board Election Districts

Policy Committee

August 24, 2021

# Background

- The 2020 Census is the first since the school board election districts were fully implemented in 2012
- In 2008 referendum voters approved language that districts *“Shall initially coincide with the six park board districts”*
- Minnesota Statute 128D.055:
  - *“The board may provide for election districts that correspond to the Minneapolis Park Board election districts or may designate different district boundaries for the school election districts”*

# Background

- School board election districts have the same requirements as park board districts
  - *“as equal in population as practicable”*
  - *“composed of compact, contiguous territory”*
- Using boundaries separate from park board districts would result in significant increased district expense (for elections and drawing districts) and confusion for voters

# Recommended Policy Change

- Adopt Policy 8114 (School Board Election Districts)
  - a. The School Board shall consist of six members elected by district and three members elected at-large*
  - b. The School Board election districts shall be designated by number. Three districts shall have odd numbers and three districts shall have even numbers.*
  - c. Each election district must be as equal in population as practicable and must be composed of compact, contiguous territory.*

# Recommended Policy Change

- Adopt Policy 8114 (School Board Election Districts)
  - d. The election districts shall correspond to the Minneapolis Park Board election districts.*
  - e. When districts are redrawn following a census, members continue to serve until the expiration of the term to which they were elected.*
  - f. A candidate for school board must file an affidavit of candidacy to be elected as a school board member for the election district where the candidate resides or for one of the at-large seats. A candidate must indicate on the affidavit the number of the district from which the candidate seeks election, or if applicable, that the candidate seeks one of the offices elected at-large.*

# Redistricting Timeline

When	What
Aug 2021	City Charter Commission 'Redistricting Group' formed
Sept 2021	Official census data anticipated to States and Cities
Sept-Oct 2021	Redistricting Group work, including community outreach and listening sessions
Oct 2021	Initial maps developed based only upon the verified census data
Nov 2021-Jan 2022	Continued outreach and public hearings; map refinement and options developed
March 2022	Adoption of final new district maps

# Discussion/Questions

**SECTION 1:****AMENDMENT** “Policy 3270: Sales And Leases Of Real Property” of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

**AMENDMENT**

Policy 3270: Sales And Leases Of Real Property

**1. PURPOSE**

The purpose of this policy is to establish the rules and procedures to be followed in the event that the Board approves a sale or lease of District real property.

**2. GENERAL STATEMENT OF POLICY**

- a. All sales or leases shall be accomplished in accordance with all legal requirements.
- b. Leases of District real property shall be in writing, and shall specify the costs to be borne by the lessee under the lease.
- c. Leases of District real property should be limited to those real properties or portions of real properties that are not needed for school purposes, or for portions of District property if the proposed lease does not interfere with the educational programs operated by the District on the property.

**3. RESPONSIBILITY**

- a. The Superintendent shall bring recommendations for the sale or lease of District property to the Board for approval.
- b. The Superintendent is authorized to promulgate regulations for the implementation of this policy.
- c. The Superintendent shall promulgate a regulation including a process for the disposition of surplus facilities.

**Original Adoption:**

04/25/1967

**Revision Dates:**

11/09/1971, 10/30/1990, 05/26/2009

**Legal References:**

- Minn. Stat. §123B.51 (Schoolhouses and Sites; Uses for School and Nonschool Purposes; Closings)

**MPS Policy References:**

- Regulation 3270 A (Definitions and Proceeds)

## Proposed Regulation 3270A (Disposition of Surplus Property)

### 1. PURPOSE

The purpose of this regulation is to establish a process for the disposition of surplus real property. This regulation applies only to those properties classified as surplus, as defined below.

### 2. DEFINITIONS

- a. *“Surplus real property”* shall mean those properties, including closed school sites, which are determined by the Board at the recommendation of the Superintendent or designee as:
  - i. not needed for current or future school or other District purposes; or
  - ii. not in the best interest of the District to maintain ownership or use.
- b. *“Real property”* shall mean real estate; land and buildings owned by the District.
- c. *“Lease”* shall mean a written agreement granting rights of occupation and use to a third party to real property owned by the District, entered into by the Board of Education and the third party. A lease is generally not used for an intermittent rental of a District property for community purposes. The term “lease” shall include an access agreement for the use of District property. Lease may mean a portion of or the entire property.
- d. *“Letter of intent to lease”* shall mean a written description of the proposed lease terms.
- e. *“Purchase offer”* shall mean a written offer to purchase real property that meets the minimum requirements.
- f. *“Sale”* shall mean the legal transference of real property ownership per agreed upon terms.
- g. *“Costs”* shall mean those amounts usually incurred by an occupant and user of real property as a result of that occupation or use as specified in a purchase agreement or lease agreement.

### 3. SURPLUS DESIGNATION PROCESS

- a. On a periodic basis, the Superintendent or designee may present the School Board with a recommendation to declare, by resolution, real property as surplus real property.
- b. Once the surplus property designation is approved by the Board, the property name, description, and available property information shall be posted on the District’s website as open to potential offers for purchase or lease. The minimum

requirements and priority categories as outlined below, and the process for submitting a purchase offer or letter of intent to lease shall also be posted.

- c. The Superintendent or designee may establish a limited schedule and process for interested parties to view the surplus property.

#### **4. PURCHASE OFFER PROCESS**

- a. When a purchase offer that meets the minimum requirements as established in section 6 is received, the District will contract with a real estate broker to solicit additional offers for a reasonable time period.
- b. In accordance with Minnesota Statute Section 13D.05 Subd. 3, the School Board may meet in closed session to consider offers and/or develop counteroffers.
- c. An agreement reached in a closed meeting requires a vote at an open meeting to finalize, at which time the School Board would hear public comment on the proposed sale.

#### **5. LETTER OF INTENT TO LEASE PROCESS**

- a. When a letter of intent to lease that meets the minimum requirements as established in section 6 is received, the District will contract with a real estate broker to solicit additional offers for a reasonable time period.
- b. The Superintendent may recommend a lease proposal for a surplus real property to the School Board, which must approve the lease terms at an open meeting after providing an opportunity for the public to provide comment.

#### **6. MINIMUM REQUIREMENTS FOR PURCHASE OFFERS AND LETTERS OF INTENT TO LEASE**

- a. Intended use does not hinder or compete with MPS mission, goals, or operations.
- b. An achievable and sustainable plan to execute proposed use exists, including sufficient funding committed to ensure a certificate of occupancy can be granted, if applicable.
- c. Evidence of community support for intended use.
- d. Intended use presents no obvious liability or expense for the District. Surplus facilities will be offered on an 'as-is' basis and no district investment will be provided.
- e. Intended use would meet all city and other jurisdictional zoning and other requirements.
- f. Support from the School Board Director who represents the geographic location of the real property or from at least one at-large School Board Director.

**7. PRIORITY CATEGORIES FOR PURCHASE OFFERS AND LETTER OF INTENT TO LEASE**

Sale offers or lease proposals that meet any or all of the following shall be given priority consideration.

- a. Intended use will contribute to MPS mission, goals, or operation.
- b. Agreement includes a District right of first refusal and/or right to pre-approve a secondary sale or lease.
- c. Intended use will provide direct services or supports for MPS students.
- d. Intended use will create affordable housing and/or address homelessness.
- e. Intended use will meet the goals of the City of Minneapolis Comprehensive Plan.
- f. Interested party is a public entity.

**8. PROCEEDS**

- a. Net proceeds from a sale of real property shall be deposited in the debt retirement fund of the District so long as the property sold is subject to outstanding bonds for the purchase or construction of the property, or as otherwise allowed by law.
- b. Net proceeds from the lease of real property shall be deposited in the debt retirement fund of the District so long as the property leased is subject to outstanding bonds for the purchase or construction of the property, or as otherwise allowed by law.

# Surplus Property Process

Policy Committee

August 24, 2021

# Background

- MPS currently has six facilities that are not used for instruction without active leases:
  - Cooper, Gordon, Lincoln, Tuttle, Willard, and Victory Memorial Ice Arena
  - Are being used for storage, or in some cases, intermittently
  - Hamilton has an active lease through 2024
- Approximate annual utility cost is \$275,000
- City demographic projections suggest MPS will not need entire current facility portfolio for instructional purposes
- Establishing a clear process and parameters for possible disposition allows intentional planning and transparency

# Proposed Plan

1. Amend Policy 3270 (Sales And Leases Of Real Property) to establish a specific regulatory process:
  - Add Section 3c: *"The Superintendent shall promulgate a regulation including a process for the disposition of surplus facilities."*
2. Revise and rename Regulation 3270A to Disposition of Surplus Property

# Revised Regulation 3270A

# Designating Facilities as Surplus

- Administration presents a recommendation to the Board that a facility be classified as surplus
- Factors in forming a recommendation include:
  - Geography
  - Availability of “swing space” for emergencies or to accommodate construction delays in active schools
  - Land and its potential future uses
  - Storage/warehousing needs
  - Building condition and cost to bring online

# Facility Reports and Building Access

- High-level information posted about surplus facilities including
  - Blueprints or building specs
  - Any available facility assessments
  - Historical information
  - Video tour
  - Any relevant disclosures
- A limited schedule and parameters for building tours may be established

# Minimum Requirements for Purchase / Lease

- Parameters for an offer to be considered:
  - Intended use does not hinder MPS mission, goals, or operations.
  - An achievable and sustainable plan to execute proposed use exists, including sufficient funding committed to ensure a certificate of occupancy can be granted, if applicable.
  - Evidence of community support for intended use.
  - Intended use presents no obvious liability or expense for the district. Surplus facilities will be offered on an 'as-is' basis and no district investment will be provided.
  - Intended use would meet all city and other jurisdictional zoning and other requirements.
  - Support from the School Board Director who represents the geographic location of the real property or from at least one at-large School Board Director.

# Priorities Considered

- Intended use will contribute to MPS mission, goals, or operation.
- Agreement includes a District right of first refusal and/or right to pre-approve a secondary sale or lease.
- Intended use will provide direct services or supports for MPS students.
- Intended use will create affordable housing and/or address homelessness.
- Intended use will meet the goals of the City of Minneapolis Comprehensive Plan.
- Interested party is a public entity.

# Purchase Offer (Sale) Process

- When a purchase offer that meets the minimum requirements as established in section 6 is received, the District will contract with a real estate broker to solicit additional offers for a reasonable time period.
- In accordance with Minnesota Statute Section 13D.05 Subd. 3, the School Board may meet in closed session to consider offers and/or develop counteroffers.
- An agreement reached in a closed meeting requires a vote at an open meeting to finalize, at which time the School Board would hear public comment on the proposed sale.

# Letter of Intent to Lease Process

- When a letter of intent to lease that meets the minimum requirements as established in section 6 is received, the District will contract with a real estate broker to solicit additional offers for a reasonable time period.
- The Superintendent may recommend a lease proposal for a surplus real property to the School Board, which must approve the lease terms at an open meeting after providing an opportunity for the public to provide comment.

# Proceeds

- The use of any proceeds from sale or lease of a district facility are specifically outlined in MN Statute 123B.51, subd. 6.
- Generally used to pay debt on outstanding bonds or for future capital expenditures

# Next Steps

## **Policy amendment:**

- Policy Committee--August 24
- Board First Reading--September 14
- Board Action--October 12

## **Regulation:**

- Updated regulation would be filed immediately upon board action on policy

# Questions

## Minneapolis Public Schools

### List A: All Employees: Tuesday, September 14, 2021

#### Hiring - Licensed

Ahmi Alvarez	Cityview	Teacher, Special Education	8/23/2021
Katherine Anderson	Edison High	Teacher, Social Studies	8/15/2021
Stacy Bangs	Barton Open	Teacher, English Second Language	7/1/2021
Christian Belden	Stadium View	Teacher, World Languages (Spanish)	7/1/2021
Miranda Bernier	Psychology Services	Teacher, Psychology Services	8/15/2021
Ernest Bisong	Teaching & Learning	Teacher, Music	8/15/2021
Jane Blackwell	Folwell Performing Arts	Teacher, Music	8/15/2021
Jane Blegen	Early Childhood Education	Teacher, District Program Facilitator	8/15/2021
Mattana Bohne	Research, Evaluation, Assessment & Acct	Teacher, District Program Facilitator	8/23/2021
Colleen Brennan	Anthony	Teacher, Social Worker	8/30/2021
Dawndra Broge	Teaching & Learning	Teacher, TOSA General	8/11/2021
Julio Bustamante	Andersen United	Teacher, World Languages (Spanish)	8/15/2021
Logan Caldwell	Seward Montessori School	Teacher, Elementary	8/31/2021
Jenny Chavez	Pillsbury Math/Science/Technology	Teacher, Building Reserve	9/8/2021
Jill Chlosta	Hale Elementary	Teacher, Elementary	8/25/2021
Maricela Cortez Ocampo	Emerson Spanish Immersion	Teacher, B/B (Spanish) Elementary	8/15/2021
Allison Cramer	Teaching & Learning	Teacher, Music	7/1/2021
Roman Cress	Harrison Education Center	Teacher, Work Experience Coordinator	8/15/2021
Abigail Cromie	Olson Middle School	Teacher, Special Education	8/15/2021
Scott Cummings	Southwest High	Teacher, Math	8/15/2021
Jessica Degennaro	Edison High	Teacher, Math	8/23/2021

## Minneapolis Public Schools

### List A: All Employees: Tuesday, September 14, 2021

#### Hiring - Licensed

Laura Desouza	Cityview	Teacher, Social Worker	8/26/2021
Ann Dohrmann	Health Services	Teacher, School Nurse	8/15/2021
Nicolas Dornemann	Olson Middle School	Teacher, Special Education	8/15/2021
Jessica Driscoll	Hall International	Teacher, TOSA General	7/1/2021
Megan Duncan	Anthony	Teacher, Counselor	8/9/2021
Kent Elliott Allen	North (ISA)	Teacher, Psychology Services	7/1/2021
Carol Engelhart	Health Services	Teacher, School Nurse	8/15/2021
Maya Fabian	Barton Open	Teacher, Music	8/15/2021
Emily Fair	Olson Middle School	Teacher, World Languages (Chinese)	8/15/2021
Matthew Farho	Lake Harriet Upper (Fulton)	Teacher, Music	8/15/2021
America J Farrell	Franklin Middle	Teacher, Social Worker	8/15/2021
Greta Fenske	Pillsbury Math/Science/Technology	Teacher, Psychology Services	7/1/2021
Mary Ford	Hall International	Teacher, Elementary	8/15/2021
Annamarie Francis	Bancroft Elementary	Teacher, High Five	8/15/2021
Thea Fredericksen	Occupational, Physical Therapists	Teacher, Occupational Therapist	8/15/2021
Angela Gaitas	Hall International	Teacher, Social Worker	8/15/2021
Clarisse Gallaher	Anne Sullivan	Teacher, Elementary	8/15/2021
Ashley Gillingham	Teaching & Learning	Teacher, TOSA General	7/1/2021
Emily Glomski	Jefferson Elementary	Teacher, Elementary	8/15/2021
Amanda Granse	ABE Hourly	Teacher, Adult Basic Ed (Hourly)	8/16/2021
Trevor Gray	Roosevelt High	Teacher, Industrial Technology	8/15/2021

## Minneapolis Public Schools

### List A: All Employees: Tuesday, September 14, 2021

#### Hiring - Licensed

Karl Griffin	Heritage Academy	Teacher, Technology	8/15/2021
Guillermo Guardia	Sheridan	Teacher, B/B (Spanish) Art	9/1/2021
Laura Guerrero	Jefferson Elementary	Teacher, TOSA Literacy Specialist	8/1/2021
Heather Guldan	Olson Middle School	Teacher, Science	8/15/2021
Joseph Haessly	Andersen United	Teacher, English	8/15/2021
Adam Hansen	Henry High	Teacher, Art	8/24/2021
Grace Haugen	Anwatin	Teacher, Social Worker	8/15/2021
David Hecht	Waite Park Elementary	Teacher, Elementary	8/15/2021
Melissa Hentges	Special Ed Program 3	Teacher, Music Therapist	7/1/2021
Ross Hyde	Barton Open	Teacher, Physical Education	8/23/2021
Saroya Ireland	South High	Teacher, English	8/15/2021
Joseph Isle	Justice Page School	Teacher, Social Studies	8/23/2021
Sara Janousek	Olson Middle School	Teacher, World Languages (French)	8/15/2021
Madeline Jensen	Jenny Lind	Teacher, Special Education	8/15/2021
Anna Jenson	Hall International	Teacher, High Five	9/1/2021
Mikayla Kendall	Olson Middle School	Teacher, Art	8/15/2021
Lanica Klein	Lake Nokomis Keewaydin	Teacher, Library Media Specialist	8/15/2021
Kateri Krantz-Odendahl	FAIR Senior	Teacher, English	8/15/2021
Erika Kraus	Teaching & Learning	Teacher, TOSA General	8/15/2021
Matthew Lafave	Indian Education	Teacher, World Languages (Ojibwe)	8/23/2021
Birgit Larson	Anne Sullivan	Teacher, Social Worker	7/1/2021

## Minneapolis Public Schools

### List A: All Employees: Tuesday, September 14, 2021

#### Hiring - Licensed

Amelia Laurita	Bancroft Elementary	Teacher, Elementary	9/1/2021
Jaia Lee	Olson Middle School	Teacher, B/B (Hmong) ESL/ELL	8/15/2021
Mina Lein	Henry High	Teacher, Special Education	8/24/2021
Michael Leipold	Teaching & Learning	Teacher, Music	7/1/2021
Marisa Lindsay	Anne Sullivan	Teacher, TOSA Differentiation Specialist	7/1/2021
Martin Lohman	Washburn High	Teacher, Technology	8/15/2021
Alexis Love	Online Learning	Teacher, Technology	8/15/2021
Nicole Luck	Health Services	Teacher, School Nurse	8/15/2021
Sandra Lynch	Olson Middle School	Teacher, School Nurse	7/1/2021
Amy Marquez	Special Ed Program 4	Teacher, Special Education	7/1/2021
Marissa Mastel	Edison High	Teacher, Special Education	8/15/2021
Meghan Matsuura	Anthony	Teacher, Art	8/15/2021
Sarah Mazzoni	Jefferson Elementary	Teacher, Elementary	8/15/2021
Carly Mceathron	Heritage Academy	Teacher, Library Media Specialist	7/1/2021
Ryan Meaney	Anne Sullivan	Teacher, English	8/15/2021
Kari Meyer	Special Ed Program 3	Teacher, Special Education	8/15/2021
Kassidy Michelizzi	Health Services	Teacher, School Nurse	8/15/2021
Allison Midura	Sheridan	Teacher, B/B (Spanish) Elementary	8/15/2021
Katie Mildon	Health Services	Teacher, School Nurse	8/15/2021
Hana Mohammad	Guidance & Counseling Services	Teacher, Counselor	8/9/2021
Melissa Murphy	Whittier Community School	Teacher, Elementary	8/23/2021

## Minneapolis Public Schools

### List A: All Employees: Tuesday, September 14, 2021

#### Hiring - Licensed

Elizabeth Nelson	Occupational, Physical Therapists	Teacher, Occupational Therapist	8/15/2021
Alexander Ngov	South High	Teacher, Math	8/15/2021
Viet-Dung Nguyen	Olson Middle School	Teacher, Social Worker	8/15/2021
Makeila Nyman	Waite Park Elementary	Teacher, Elementary	8/15/2021
Allison Olesen Aguilera	Richard Green Central	Teacher, B/B (Spanish) Elementary	8/15/2021
Caryn Olsen	Anishinabe Academy	Teacher, Social Worker	9/2/2021
Brittnee Olson	Loring Elementary	Teacher, Art	8/15/2021
Andrew Ortega	Anne Sullivan	Teacher, Physical Education	8/15/2021
Caitlin Parker	Jefferson Elementary	Teacher, English	8/15/2021
Larissa Parr	Lake Nokomis Keewaydin	Teacher, Physical Education (DAPE)	7/1/2021
Amanda Pavlak	FAIR Senior	Teacher, Special Education	8/15/2021
Todd Pederson	Cityview	Teacher, Elementary	8/15/2021
Paul Perkins	Adaptive Phys Ed	Teacher, Physical Education (DAPE)	7/1/2021
Julie Peterson	Early Childhood Special Education	Teacher, Social Worker	7/1/2021
Cynthia Pick	Emerson Spanish Immersion	Teacher, Special Education	7/1/2021
Margaret Preston	Longfellow High School (Dist. Alt.)	Teacher, English Second Language	7/1/2021
William Quaney	Northeast Middle School	Teacher, English	8/15/2021
Alyssa Rademacher	River Bend	Teacher, Social Worker	8/15/2021
Leah Rafferty	Edison High	Teacher, Special Education	8/15/2021
Megan Relson	Heritage Academy	Teacher, Counselor	8/1/2021
Darlin Reyes	South High	Teacher, English	8/15/2021

## Minneapolis Public Schools

### List A: All Employees: Tuesday, September 14, 2021

#### Hiring - Licensed

Amanda Rieckenberg	Teaching & Learning	Teacher, TOSA General	8/15/2021
Kimberli Roberts	Pratt Elementary	Teacher, High Five	8/23/2021
Kirsten Rome	Washburn High	Teacher, TOSA General	7/1/2021
Jason Rooney	Hall International	Teacher, Social Worker	8/15/2021
Luiz Rosa Sagrado	Henry High	Teacher, Social Worker	8/23/2021
Lucille Rosario	Social & Emotional Learning	Teacher, District Program Facilitator	8/9/2021
Ahnalese Rushmann	Sanford Middle School	Teacher, Counselor	8/9/2021
Kjerstin Rydeen	Armatage	Teacher, Social Worker	8/15/2021
Nasreen Sajady	Minneapolis Academy & Career Center	Teacher, Science	8/15/2021
Ashley Salvo	Olson Middle School	Teacher, TOSA Math Specialist	8/15/2021
Megan Schill	Marcy Open School	Teacher, Elementary	8/30/2021
Angela Schmitt	Speech Language Clinicians	Teacher, Speech Language Clinician	8/15/2021
Marie Scholtz	Windom Elementary	Teacher, Music	8/15/2021
Ethan Schultz	Hall International	Teacher, Technology	8/15/2021
Kayden Schumacher	Extended Learning	Teacher, Counselor	8/9/2021
Eliana Seltzer	Speech Language Clinicians	Teacher, Speech Language Clinician	8/15/2021
Denise Sewesky	Online Learning	Teacher, Ethnic Studies/Humanities	8/15/2021
Sophie Sigel	North (ISA)	Teacher, Science	8/15/2021
Emily Silber	Andersen United	Teacher, Special Education	8/15/2021
Jessica Spahn	Online Learning	Teacher, Elementary	8/15/2021
Cecelia Spencer	FAIR Senior	Teacher, Ethnic Studies/Humanities	8/15/2021

## Minneapolis Public Schools

### List A: All Employees: Tuesday, September 14, 2021

#### Hiring - Licensed

Sarah Spleiss	North (ISA)	Teacher, English	8/15/2021
Josef Steiner	Edison High	Teacher, Science	8/15/2021
James Stock	Online Learning	Teacher, Science	7/1/2020
Alison Stueber	Roosevelt High	Teacher, Special Education	8/19/2021
Isadora Szadokierski	Pratt Elementary	Teacher, Psychology Services	7/1/2021
George Terry	Nellie Stone Johnson	Assistant Principal, Elementary	8/2/2021
Halle Tierney	Nellie Stone Johnson	Teacher, Special Education	8/15/2021
Justin Timm	Washburn High	Teacher, Social Studies	8/15/2021
Melanie Timpano	Health Services	Teacher, School Nurse	8/15/2021
Alivia Tison	Sheridan	Teacher, Special Education	8/15/2021
Laura Tomlinson	North (ISA)	Teacher, World Languages (Spanish)	8/15/2021
Scott Tryggeseth	Harrison Education Center	Assistant Principal, Special Site	8/20/2021
Derrin Turnage	Harrison Education Center	Teacher, Work Experience Coordinator	8/15/2021
Traci Tweedy	Roosevelt High	Teacher, Special Education	8/18/2021
Chen Vue	Early Childhood Education Program 1	Teacher, ECFE	8/15/2021
Kate Wagner	Psychology Services	Teacher, Psychology Services	8/15/2021
Lindsey Wagner	Anne Sullivan	Teacher, TOSA General	7/1/2021
Claire Watne	FAIR Senior	Teacher, Math	8/15/2021
Anna Whiting	Northrop Elementary	Teacher, TOSA Instructional Specialist	7/1/2021
Jeffrey Williams	Franklin Middle	Teacher, Health	9/2/2021
Marian Williams	Jefferson Elementary	Teacher, Special Education	8/15/2021

## Minneapolis Public Schools

### List A: All Employees: Tuesday, September 14, 2021

#### Hiring - Licensed

Erin Wilson	Marcy Open School	Teacher, Math	8/30/2021
Rosalie Wilson	Field	Teacher, Elementary	8/15/2021
Etta Winje	Lucy Craft Laney at Cleveland Park	Teacher, Special Education	8/15/2021
Melissa Winship	Homeless and Highly Mobile	Teacher, Counselor Spec Asgn (COSA)	8/9/2021
Thomas Woldum	Anne Sullivan	Teacher, Science	8/15/2021
Crystal Wollak	Speech Language Clinicians	Teacher, Speech Language Clinician	8/15/2021
Kyle Wood	Franklin Middle	Teacher, Social Studies	8/15/2021
Suhare Zaban	Whittier Community School	Teacher, Elementary	8/23/2021
Shiela Zephier	Indian Education	Teacher, American Indian Language	8/15/2021

#### Hiring - Non Licensed

Ashley Aaron	Lucy Craft Laney at Cleveland Park	School Secretary	8/31/2021
Samiro Abdi	Pillsbury Math/Science/Technology	Special Education Assistant	9/8/2021
Yasmin Abdi	Lyndale Elementary	Associate Educator	8/23/2021
Diana Aguilar Ahumada	Richard Green Central	Associate Educator	8/17/2021
Abdirisak Ali	Pratt Elementary	Special Education Assistant	8/31/2021
Akim Anderson	Minneapolis Kids	Program Coordinator, Minneapolis Kids	8/17/2021
Brook Anderson	Folwell Performing Arts	School Secretary	8/17/2021
Annie Arnold	Jefferson Elementary	Associate Educator	8/31/2021
Vera Ashley	Windom Elementary	Health Services Assistant	8/31/2021
Lee Atakpu	Office of the General Counsel	Assistant General Counsel	9/7/2021
Seiyefa Baralatei	Kenwood Elementary	Health Services Assistant	8/17/2021

## Minneapolis Public Schools

### List A: All Employees: Tuesday, September 14, 2021

#### Hiring - Non Licensed

Nelly Barban Sanchez	Northeast Middle School	Associate Educator	8/23/2021
Cornelious Baxter	Webster Elementary	Associate Educator	8/31/2021
Garrett Bender	Washburn High	Associate Educator	8/23/2021
Jacob Benson	Kenwood Elementary	Associate Educator	9/8/2021
Bradley Beving	Engineers, Zone 2	Custodian	8/9/2021
Amy Blythe	Anne Sullivan	Special Education Assistant	8/17/2021
Daniel Bogucki	Transportation	School Bus Driver In Training	8/26/2021
Betsy Born	Marcy Open School	Associate Educator	8/31/2021
Gary Braaten	South High	Account Clerk, Senior	8/9/2021
Jessica Brinkman	Online Learning	Special Education Assistant	8/23/2021
Daniela Brito	Windom Elementary	School Secretary	9/7/2021
Tiara Brown	Office of Equality & Civil Rights	Resolution & Compliance Specialist	8/31/2021
Brianne Bue	KBEM Radio	KBEM Show Host	8/23/2021
Emily Carsten	Jenny Lind	Associate Educator	8/31/2021
Aaron Cepeda	Northeast Middle School	School Success Program Assistant	8/23/2021
Jairo Coronel Morillo	Sheridan	Associate Educator	8/23/2021
Luis Cruz Solis	Emerson Spanish Immersion	Special Education Assistant	8/31/2021
Christina Czichray	Transition Plus	Special Education Assistant	8/25/2021
Nora Dahlberg	Nellie Stone Johnson	Associate Educator	8/31/2021
Tierra Daniels	Richard Green Central	Associate Educator	8/31/2021
Alexis Dauenhauer	Indian Education	School Success Program Assistant	8/23/2021

## Minneapolis Public Schools

### List A: All Employees: Tuesday, September 14, 2021

#### Hiring - Non Licensed

Minerva De La Cruz	FAIR Senior	Family & Community Liaison (ESP)	8/23/2021
Timothy Dolan	CWS, Site Group 1	School Cook, Lead	8/23/2021
Arleth Fajardo	Franklin Middle	Office Specialist	8/9/2021
Sophie Finnerty	SEA Cadre	Special Education Assistant	8/31/2021
Emily Fissell	Anne Sullivan	Special Education Assistant	8/31/2021
Lee Fleming	Anthony	School Secretary	8/23/2021
Arielle Gascot	Andersen United	Associate Educator	8/31/2021
William Giese	MPS Deaf/Hard of Hearing	Educational Sign Language Interpreter	8/23/2021
Ana Goelzer	Washburn High	Associate Educator	8/23/2021
Casandra Gonzalez	Sheridan	Associate Educator	8/23/2021
Elena Gutierrez	Hale Elementary	School Secretary	8/17/2021
Cassandra Guttenfelder	Kenwood Elementary	Special Education Assistant	8/31/2021
Dyshawyn Hager		Special Education Assistant	8/23/2021
Heidi Halvorson	Whittier Community School	School Secretary	8/25/2021
Boona Hamza	Anne Sullivan	Associate Educator	8/17/2021
Janessa Harms	Transition Plus	Associate Educator	8/23/2021
Shawshay Harrison	Minneapolis Kids	Child Care Assistant	8/17/2021
Cara Hartzell	Burroughs	Special Education Assistant	8/30/2021
Jasmine Haymer	Northrop Elementary	Special Education Assistant	8/31/2021
Rebecca Helgeson	Jenny Lind	Associate Educator	8/31/2021
Daniel Henning	SEA Cadre	Special Education Assistant	8/23/2021

## Minneapolis Public Schools

### List A: All Employees: Tuesday, September 14, 2021

#### Hiring - Non Licensed

Choua Her	Research, Evaluation, Assessment & Acct	Evaluation Specialist	8/31/2021
Amy Hillenbrand	Community Education Admin	Executive Director, Community Education	8/31/2021
Keevona Hinton	River Bend	Special Education Assistant	8/31/2021
Keisha Holmes	Lucy Craft Laney at Cleveland Park	Special Education Assistant	8/31/2021
Robert Hooks	Engineers, Zone 2	Custodian	8/31/2021
Leatha Hubbard	Southwest High	Special Education Assistant	8/23/2021
Brett Hutcheson	Webster Elementary	Special Education Assistant	9/8/2021
Janitta Irwin-Currie	Henry High	Associate Educator	8/23/2021
Yassin Issa	Special Ed Department	Project Manager	8/25/2021
Thomas Iverson	MPS Metro HA	Special Education Assistant	8/23/2021
Desire Johnson	Anthony	Associate Educator	8/23/2021
Markevous Jones	Engineers, Zone 1	Custodian	8/17/2021
Julia Kindall	Pratt Elementary	Special Education Assistant	8/31/2021
Ona Knoxsah	Transportation	School Bus Driver In Training	8/31/2021
Tori Koepp	Pratt Elementary	Associate Educator	7/1/2021
Brandon Krona	Washburn High	School Success Program Assistant	8/23/2021
Amy Larsen	Lucy Craft Laney at Cleveland Park	School Secretary	8/9/2021
Christopher Leaf	Dowling Elementary	Special Education Assistant	7/1/2021
Sean Linden	Engineers, Zone 1	Custodian	9/7/2021
Adam Love	Homeless and Highly Mobile	School Success Program Assistant	8/10/2021
Miriam Maples	Folwell Performing Arts	Family & Community Liaison (ESP)	8/31/2021

## Minneapolis Public Schools

### List A: All Employees: Tuesday, September 14, 2021

#### Hiring - Non Licensed

Kai Matsubara-Rall	Bancroft Elementary	Special Education Assistant	8/23/2021
Bradly Mcgarr	IT Field Support Group 1	IT Field Support Technician	8/31/2021
Isabelle McLaughlin	Whittier Community School	Special Education Assistant	9/7/2021
Katie Mcmanus	Whittier Community School	Special Education Assistant	8/23/2021
Naomi Mechels	AVID Tutors	AVID Assistant	8/23/2021
Jessica Medina Hernández	Emerson Spanish Immersion	Special Education Assistant	8/31/2021
Francisco Mendoza Florez	Sheridan	Associate Educator	8/31/2021
Hani Mohamed	Occupational, Physical Therapists	Occupational Therapist Assistant	8/23/2021
Bruce Monteith	Transportation	School Bus Driver In Training	8/16/2021
Michelle Montoya	Bryn Mawr Primary	Special Education Assistant	8/31/2021
Barbara Nolen	Jenny Lind	Associate Educator	8/23/2021
Emily O'Brien	Pratt Elementary	Associate Educator	8/23/2021
Airam Olvera Uribe	Minneapolis Kids	Child Care Assistant	8/31/2021
Brianna Patterson	River Bend	Special Education Assistant	8/31/2021
Alejandro Perez Alarcon	Sheridan	Associate Educator	8/30/2021
Nicole Peters	MPS Deaf/Hard of Hearing	Educational Sign Language Interpreter	8/23/2021
Andrew Peterson	IT Field Support Group 1	IT Field Support Technician	9/8/2021
Michael Pettis	CWS, Site Group 3	Food Service Assistant	7/26/2021
Ezekiel Polken	Seward Montessori School	Associate Educator	8/31/2021
Jazmin Potes Mangra	Transition Plus	Special Education Assistant	8/31/2021
Danielle Redden	Olson Middle School	Health Services Assistant	8/31/2021

## Minneapolis Public Schools

### List A: All Employees: Tuesday, September 14, 2021

#### Hiring - Non Licensed

Rachel Revennaugh	MPS Deaf/Hard of Hearing	Special Education Assistant	8/23/2021
Alicia Reyes	Loring Elementary	Family & Community Liaison (ESP)	8/23/2021
Eileen Reyes	Bryn Mawr Primary	Associate Educator	8/23/2021
Valerie Riley	MPS Metro HA	Special Education Assistant	8/23/2021
Susie Rodriguez-Carriles	Minneapolis Kids	Child Care Assistant	8/17/2021
Diana Romero Giron	Richard Green Central	Special Education Assistant	8/31/2021
Saleta Sallet-Cobb	Cityview	Associate Educator	8/23/2021
Seth Salyers	SEA Cadre	Special Education Assistant	8/31/2021
Thomas San Roman	Engineers, Zone 2	Custodian	8/31/2021
Stacy Schleeter	Youth & Adult Enrichment	Coordinator, Youth & Adult Programs	8/17/2021
Amber Schmidt	Richard Green Central	Associate Educator	8/31/2021
Jordyn Schreiber	Hall International	Associate Educator	8/23/2021
Brian Sikkink	Minneapolis Kids	Child Care Assistant	8/17/2021
Margaret Simmons	Lake Nokomis Keewaydin	Special Education Assistant	9/8/2021
Kenneth Simms	Engineers, Zone 1	Custodian	8/31/2021
Frankey Smith	Engineers, Zone 2	Custodian	8/31/2021
Mireya Smith	Research, Evaluation, Assessment & Acct	Data Scientist	8/23/2021
Maggie Stotts	Pratt Elementary	Associate Educator	8/31/2021
Carls Tan	Transportation	School Bus Driver	8/25/2021
Neeyonnoh Tarwoe	Minneapolis Kids	Program Coordinator, Minneapolis Kids	8/17/2021
Kitta Teso	Talent Acquisition	Human Resources Specialist	8/24/2021

## Minneapolis Public Schools

### List A: All Employees: Tuesday, September 14, 2021

#### Hiring - Non Licensed

Houa Thao	Hmong International Academy	Associate Educator	8/31/2021
Asia Timberlake	Cityview	Associate Educator	8/31/2021
Amanda Timmins	Marcy Open School	Associate Educator	8/23/2021
Anna Verstraete	Community Education Admin	Graphic Artist	8/31/2021
Nicole Vongsouvanh	Hall International	Associate Educator	8/31/2021
Brandy White	Pillsbury Math/Science/Technology	Special Education Assistant	9/8/2021
Railyn Williams	River Bend	Special Education Assistant	8/23/2021
Celestine Winsor	Kenwood Elementary	Special Education Assistant	8/23/2021
Natasha Wizzard Panzironi	Marcy Open School	Health Services Assistant	8/2/2021
Jordan Young	Lucy Craft Laney at Cleveland Park	Associate Educator	8/17/2021

**Discharges**

**Licensed**

**Non-Licensed**

Custodian	08-18-2021	2021-9-ER-4603
CWS Production Assistant	08-12-2021	2021-9-ER-4601

**Probationary Separations**

**Licensed**

**Licensed, Staff Reduction**

**Non-Licensed**

**Non-Licensed, Staff Reduction**

**Layoffs**

**Licensed**

**Non-Licensed**

**Administrative Contract Non-Renewals**



# Contract Summary of Approval

Contract Group: Information Technology

Contract Type: Purchase Goods

### VENDOR DETAILS

Vendor Name:	Apple Inc
Reason Vendor Selected:	State, Cooperative or Joing Power Contract
Vetted/State/Cooperatives End Date:	7/31/2022

### CONTRACT INFORMATION

Contract Purpose:	To provide student devices to ensure universal access to technology across the district
Contract Description:	3000 Apple iPads for grades PK-2
Amendment Description:	N/A
Deliverables/Outcomes:	To provide iPads to all students in need of a device for remote learning needs
Site(s) Affected:	Districtwide
Effective Start Date:	09/14/2021
Effective End Date:	06/30/2022
Contract Manager:	Justin Hennes

### FUNDING INFORMATION

Shopping Cart No.:	1000177175
Contract Value:	882,000.00
Original Contract Amount:	882,000.00
Accumulative Contract Value:	882,000.00
Primary Fund Source:	Bonding (applying for reimbursement from ECF)

### APPROVED BY

Kim Ellison	Board Chair		
LEVEL 1 APPROVER	TITLE	SIGNATURE	DATE
Justin Hennes	Sr. Information Officer	<i>Justin Hennes</i>	Sep 1, 2021
LEVEL 2 APPROVER	TITLE	SIGNATURE	DATE

# Apple iPads SOA 09.01.2021

Final Audit Report

2021-09-01

Created:	2021-09-01
By:	Abby Wolf (Abby.Wolf@mpls.k12.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAypEYwycUwugOboqW6qOn2itUcy9NdAzs

## "Apple iPads SOA 09.01.2021" History

-  Document created by Abby Wolf (Abby.Wolf@mpls.k12.mn.us)  
2021-09-01 - 3:57:04 PM GMT- IP address: 205.215.177.1
-  Document emailed to Justin Hennes (justin.hennes@mpls.k12.mn.us) for signature  
2021-09-01 - 3:57:41 PM GMT
-  Email viewed by Justin Hennes (justin.hennes@mpls.k12.mn.us)  
2021-09-01 - 3:58:25 PM GMT- IP address: 205.215.177.188
-  Document e-signed by Justin Hennes (justin.hennes@mpls.k12.mn.us)  
Signature Date: 2021-09-01 - 3:58:58 PM GMT - Time Source: server- IP address: 205.215.177.188
-  Agreement completed.  
2021-09-01 - 3:58:58 PM GMT



MINNEAPOLIS  
PUBLIC SCHOOLS

Urban Education. Global Citizens.

**CONTRACT FOR SERVICES – \$25,000 above**

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

**TERM OF CONTRACT**

- 1.1 This Contract is effective on 09/14/2021 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2022, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District’s Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor’s OWN RISK and as a volunteer.

**2 SCOPE OF WORK**

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

**3 CONSIDERATION AND TERMS OF PAYMENT**

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

**3.1 Total Obligation**

District’s total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed \$139,733.72. Contractor shall



MINNEAPOLIS  
PUBLIC SCHOOLS  
Urban Education. Global Citizens.

1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

[www.mpls.k12.mn.us](http://www.mpls.k12.mn.us)

SRM: 44xxxxxx

Page | 1

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

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

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

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

### 3.3 *Taxes.*

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

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

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

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



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

#### **4 GENERAL TERMS AND CONDITIONS**

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

#### **5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY**

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

#### **6 BACKGROUND CHECKS**

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

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



## 7 DATA PRIVACY

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

## 8 OWNERSHIP OF MATERIAL

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

## 9 USE OF DISTRICT NAME OR LOGO

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

## 10 INDEPENDENT CONTRACTOR

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

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



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

## **11 WORKER HEALTH, SAFETY AND TRAINING**

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

## **12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS**

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

## **13 INSURANCE**

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

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

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

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



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

## 14 INDEMNIFICATION

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

## 15 LIMITATION ON LIABILITY

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

## 16 CONFLICT OF INTEREST/CODE OF ETHICS

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

## 17 COMPLIANCE WITH LAWS AND DEBARMENT

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

## 18 TERMINATION

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

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

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

## 19 RETURN OF DATA

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

## 20 RECORDS MANAGEMENT AND MAINTENANCE

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

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

## 21 NOTICES/ADMINISTRATION

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

### Special School District No. 1

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

### CONTRACTOR

College Nannies & Tutors; Laura Davis  
Phone: 952-285-7667  
Address: 2400 W Lake of the Isles Pkwy, Minneapolis, MN 55405  
Email: ldavis@collegenannies.com

### ACKNOWLEDGMENT

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



1250 West Broadway Ave. Minneapolis, MN 55411-2533  
Phone: 612.668.0000  
[www.mpls.k12.mn.us](http://www.mpls.k12.mn.us)  
SRM: 44xxxxxx

Page | 8

A handwritten signature in blue ink, appearing to be 'JD' or similar initials.

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

## 22 NON-WAIVER

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

## 23 ASSIGNMENT

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

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

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

## 25 WARRANTY

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

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

## 26 SEVERABILITY

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

## 27 SURVIVABILITY

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

[The remainder of this page intentionally left blank.]

**SPECIAL SCHOOL DISTRICT NO. 1**

Signature: \_\_\_\_\_

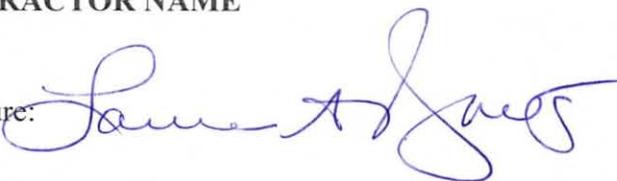
Name: Kim Ellison

(Printed)

Title: Board of Education, Chair

Date: \_\_\_\_\_

**CONTRACTOR NAME**

Signature: 

Name: Laura Davis

(Printed)

Title: Franchise Group Owner

Date: 9.7.2021



1250 West Broadway Ave. Minneapolis, MN 55411-2533  
Phone: 612.668.0000  
[www.mpls.k12.mn.us](http://www.mpls.k12.mn.us)  
SRM: 44xxxxxx

Handwritten initials in blue ink, appearing to be 'JS'.

## Exhibit A:

### Deliverables:

To provide Title I instructional services to Title eligible students in the nonpublic schools for the purpose of accelerating reading, and math proficiency for participating students. Services are provided to Title I eligible students attending Cristo Rey Jesuit High School and designed to help students achieve grade level proficiency, based on standardized assessments, in the areas of reading, and math proficiency.

### Service Outcome:

- A. Community Partner. PROVIDER shall apply and become certified as a Minneapolis Public Schools Community Partner prior to providing any services under this contract and provide evidence of certification.
- B. Instructional Services. PROVIDER shall provide educational services to students which services are reasonably calculated to help students achieve, as a minimum goal, one year's growth as determined by the standardized test that the nonpublic school uses. DISTRICT expects PROVIDER to provide accelerated instruction that assists students in achieving a gain greater than one year's expected growth.
- C. Tutor Absences. PROVIDER shall make a good faith effort to provide a substitute teacher/tutor for any absence by the originally scheduled teacher/tutor only for any absence over three days, or as agreed upon by DISTRICT and/or nonpublic school officials.
- D. Family Communication. PROVIDER shall ensure families are notified regarding their child's eligibility for service and provided information regarding their child's progress including, but not limited to the following:
1. PROVIDER shall notify families of their child's Title I eligibility in the form of a MPS Title I Parent Notification Letter by October 20th, 2021.
  2. Families of students who are identified as eligible for and provided Title I services after October 20th, 2021 will be notified via letter by PROVIDER no more than two weeks after PROVIDER has received notice of the student's Title I eligibility.
  3. PROVIDER will hold an annual MPS Title I Parent/Family Information Meeting with parents of Title I students by October 20th, 2021.
  4. PROVIDER will give written progress reports and results of any testing it administered to that student at quarterly intervals to the student's parent/guardian at a minimum of four (4) times per year.

5. PROVIDER shall attend nonpublic school conferences and other scheduled school/family events whenever practicable. These services shall be billed as instructional services.
  6. PROVIDER will send letters of invitation, coordinate outreach, and contact families via phone, meeting or home visit as appropriate to notify eligible families at each of the nonpublic schools listed in Attachment B of their child's eligibility for MPS Title I programs.
  7. Provider will work with nonpublic administrators and DISTRICT to coordinate and plan the scope of services for Title I programs.
- E. Cooperation. PROVIDER shall cooperate with DISTRICT, nonpublic officials, and each student's parent/guardian to develop an instructional program for the student. In cases where the instructional program has not been clearly defined, the PROVIDER will work with DISTRICT, in consultation with nonpublic school administrators, to develop a specific program at the nonpublic site within the parameters of the needs of the eligible students and the budget allocated at that site.
- F. Identification of Students. PROVIDER shall provide services to all students who have been determined eligible and placed by DISTRICT with PROVIDER. For purposes of this Contract, a student will be deemed active once the student has been determined eligible for services by DISTRICT in collaboration with nonpublic officials.
- G. Site Access. PROVIDER shall allow DISTRICT representatives and the student's parents or guardians' reasonable access to the site where PROVIDER provides educational services.
- H. Equipment. All equipment purchased with Title I funds are the property of the DISTRICT, not the PROVIDER.
- I. Neutrality. Classroom space, instruction, and materials and supplies are to be secular, neutral, and non-ideological.
- J. Tutor Certification. Title I tutors are to be qualified in the content area and grade level for which they are tutoring students.
- K. Compliance. PROVIDER will comply with all applicable state and federal laws including Title I statutory and regulatory requirements.
- L. Instruction. PROVIDER shall provide both Title I instructional services to eligible students. Subjects to be covered shall include reading and math proficiency. PROVIDER will ensure instructional group sizes are at appropriate levels to ensure student learning is accelerated and reasonably calculated to help students achieve, as a minimum goal, one year's growth as determined by the standardized tests that the nonpublic school uses.

M. Eligible Student. DISTRICT shall determine each student's eligibility in consultation with the nonpublic school administrators according to the use of multiple, educationally related objective selection criteria.

N. Reports and Documentation. PROVIDER shall provide DISTRICT with the following reports:

1. PROVIDER shall submit to the DISTRICT appropriate documentation of MPS Title I Parent/Family meetings such as MPS Title I flyers, sign-in sheets, and parent/student surveys upon request.
2. PROVIDER shall submit to the DISTRICT copies of written progress reports and results of any testing it administered to students upon request.
3. Beginning September 2021, PROVIDER shall submit its invoices by the 15th of each month following services to DISTRICT in the previous month as described in Exhibit A of this contract, including daily attendance records.
4. PROVIDER shall maintain proper and current documentation, including but not limited to: annual background checks; a list of approved tutors, employees, and/or agents providing services to students; schedules for services provided to each nonpublic school site, daily records of student services rendered including the name and address of student; the name of the PROVIDER'S tutor, employee, and/or agents who rendered the service; and the amount of time of such service.

**Method of Evaluation:**

A. Evaluation. PROVIDER is responsible for evaluating the effectiveness of the Title I Programs. This includes but is not limited to the use of MPS provided benchmark assessments to monitor student progress in reading and math.

B. Site Review. DISTRICT may conduct an on-site review and/or instructional observations of PROVIDER. On-site reviews may be announced or unannounced. DISTRICT may request monthly meetings with PROVIDER, in person or by telephone, on services provided by PROVIDER. PROVIDER shall cooperate with all such reviews and requests.

C. Quality of Services and Contract Renewal. In contemplating renewal of this contract in successive years, DISTRICT shall analyze the number of eligible students who achieve greater than one year's growth, with the target of grade level proficiency.

[The remainder of this page intentionally left blank.]

## EXHIBIT B: PAYMENT TERMS

Rates shown below are inclusive of materials. Services will be billed based on the type of session offered.

### Site and Service Limits (College Nannies and Tutors 2021-2022)

School	Services to be Provided	Approx. Number of Title I Instructional Hours	Title I/ESSER	Estimated # of Family Inv. Hours	Title I Family Involvement	Total
Cristo Rey	Academic Services	2366.11	\$ 127,030.65	N/A	\$ -	\$ 127,030.65
REA	10% Admin		\$ 12,703.07			\$ 12,703.07
<b>Total</b>			<b>\$ 139,733.72</b>	<b>0</b>	<b>\$ -</b>	<b>\$ 139,733.72</b>
	Average Hourly Rate	\$ 53.69				
	One-on-One Tutoring Hourly Rate	\$ 39.25				
	In-home Remote Tutoring Hourly Rate	\$ 50.25				
	2:1 or 3:1 Small Group Hourly Rate	\$ 63.75				
	Small Group Weekly Session Hourly Rate*	\$ 61.50				

### Estimated Payment Schedule

School	Month	Approx. Number of Title I Instructional Hours	Title I	Estimated # of Family Inv. Hours	Title I Family Involvement	Total
Cristo Rey	<del>August</del> + September 2021	262.9	\$ 14,114.44			\$ 14,114.44
REA	10% Admin		\$ 1,411.44			\$ 1,411.44
Cristo Rey	October 2021	262.9	\$ 14,114.44			\$ 14,114.44
REA	10% Admin		\$ 1,411.44			\$ 1,411.44
Cristo Rey	November 2021	262.9	\$ 14,114.44			\$ 14,114.44
REA	10% Admin		\$ 1,411.44			\$ 1,411.44
Cristo Rey	December 2021	262.9	\$ 14,114.44			\$ 14,114.44
REA	10% Admin		\$ 1,411.44			\$ 1,411.44
Cristo Rey	January 2022	262.9	\$ 14,114.44			\$ 14,114.44
REA	10% Admin		\$ 1,411.44			\$ 1,411.44
Cristo Rey	February 2022	262.9	\$ 14,114.44			\$ 14,114.44
REA	10% Admin		\$ 1,411.44			\$ 1,411.44
Cristo Rey	March 2022	262.9	\$ 14,114.44			\$ 14,114.44
REA	10% Admin		\$ 1,411.44			\$ 1,411.44
Cristo Rey	April 2022	262.9	\$ 14,114.44			\$ 14,114.44
REA	10% Admin		\$ 1,411.44			\$ 1,411.44
Cristo Rey	May 2022	262.91	\$ 14,114.98			\$ 14,114.98
REA	10% Admin		\$ 1,411.50			\$ 1,411.50
<b>Total:</b>		<b>2366.11</b>	<b>\$ 139,733.58</b>			<b>\$ 139,733.58</b>

[The remainder of this page intentionally left blank.]



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

[www.mpls.k12.mn.us](http://www.mpls.k12.mn.us)

SRM: 44xxxxxx

Page | 15

ADDENDUM

Addendum to the original DATA MANAGEMENT AGREEMENT entered into between DeepWell Data Services, LLC (“DeepWell”) and Minneapolis Public Schools (“Grantee”) on October 1, 2014. This addendum is entered into as of October 1, 2021 between the same parties and is to be appended to that original *Data Management Agreement*.

Recitals

- A. In accordance with Article 2.1 (Third Party Evaluation Fees), “If the Grant is extended beyond the initial seven-year period, for performance of the Data Management during such extension period, Grantee agrees to pay DeepWell the sum of \$45,552 per year (or such other amount that constitutes 3% of the value of the carryover Grant funds) as Data Management Fees for each year the Grant is extended.”
- B. In light of the Grantee being approved by the U.S. Department of Education for a one-year extension in fulfillment of incomplete project objectives and services.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. The Third Party Evaluation Scope of Work—as outlined in Exhibit A—will remain unchanged, except the Evaluation Payment Schedule will change to three percent (3%) of the carryover value of \$1,515,206, as follows:

Year 8 Due Date	Payment Amount
November 1, 2021	\$5,050
December 1, 2021	\$5,050
January 1, 2022	\$5,050
February 1, 2022	\$5,050
March 1, 2022	\$5,050
April 1, 2022	\$5,050
May 1, 2022	\$5,050
June 1, 2022	\$5,050
July 1, 2022	\$5,050
<b>Year 8 Total</b>	<b>\$45,450</b>

IN WITNESS WHEREOF, the undersigned have executed this Addendum as set forth above.

DeepWell:

DeepWell Data Services, LLC

By:   
Name: Clint Eliason  
Title: Managing Partner

Grantee:

Minneapolis Public Schools

By: \_\_\_\_\_  
NAME: Aimee Fearing  
Title: Interim Senior Academics Officer



MINNEAPOLIS  
PUBLIC SCHOOLS

Urban Education. Global Citizens.

**CONTRACT FOR SERVICES – \$25,000 above**

This Contract is entered into between Special School District No. 1, “District”, a special school district created and existing under the laws of Minnesota, and David Hoy and Associates “Contractor” (collectively “parties”) to provide provide Title I instructional and counseling services to eligible students at Annunciation Catholic School, Ascension Catholic School, Cristo Rey Jesuit High school, DeLasalle High School, and Risen Christ Catholic School to D-AO-Funded Programs and School Improvement.

**TERM OF CONTRACT**

- 1.1 This Contract is effective on 09/14/2021 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2022, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District’s Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor’s OWN RISK and as a volunteer.

**2 SCOPE OF WORK**

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

**3 CONSIDERATION AND TERMS OF PAYMENT**

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

### 3.1 *Total Obligation*

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed \$314,077.27 Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

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

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

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

### 3.3 *Taxes.*

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

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

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

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

## 4 GENERAL TERMS AND CONDITIONS

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

## 5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

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

## 6 BACKGROUND CHECKS

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

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

## **7 DATA PRIVACY**

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

## **8 OWNERSHIP OF MATERIAL**

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

## **9 USE OF DISTRICT NAME OR LOGO**

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

## **10 INDEPENDENT CONTRACTOR**

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

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

## **11 WORKER HEALTH, SAFETY AND TRAINING**

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

## **12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS**

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

## **13 INSURANCE**

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

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

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

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

## **14 INDEMNIFICATION**

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

## **15 LIMITATION ON LIABILITY**

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

## **16 CONFLICT OF INTEREST/CODE OF ETHICS**

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

## **17 COMPLIANCE WITH LAWS AND DEBARMENT**

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

## 18 TERMINATION

- 18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.
- 18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.
- 18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contractor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

## 19 RETURN OF DATA

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

## 20 RECORDS MANAGEMENT AND MAINTENANCE

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

delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

## 21 NOTICES/ADMINISTRATION

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

### Special School District No. 1

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

### CONTRACTOR

David Hoy & Associates; Sandra M. Hoy  
Phone: 763.544.1006  
Address: 8401 Wayzata Blvd., Suite #150, Golden Valley, MN 55426  
Email: sandy@davidhoy.com

### ACKNOWLEDGMENT

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

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

## **22 NON-WAIVER**

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

## **23 ASSIGNMENT**

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

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

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

## **25 WARRANTY**

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

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

## 26 SEVERABILITY

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

## 27 SURVIVABILITY

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

[The remainder of this page intentionally left blank.]

**SPECIAL SCHOOL DISTRICT NO. 1**

Signature:

Name: Eric Moore

(Printed)

Title: Senior ARE Officer

Date:

**CONTRACTOR NAME**

Signature



Name: Sandra M. Hoy

(Printed)

Title: Chief Financial Officer

Date: 9/7/21 \_\_\_\_\_

## Exhibit A:

### Deliverables:

To provide Title I instructional services to Title eligible students in the nonpublic schools for the purpose of accelerating reading, math, and English language proficiency for participating students. Services are provided to Title I eligible students attending Annunciation, Ascension, Cristo Rey, DeLaSalle High School, and Risen Christ Nonpublic schools in grades K-12 and designed to help students achieve grade level proficiency, based on standardized assessments, in the areas of reading, math, and English proficiency.

### Service Outcome:

- A. Community Partner. PROVIDER shall apply and become certified as a Minneapolis Public Schools Community Partner prior to providing any services under this contract and provide evidence of certification.
- B. Instructional Services. PROVIDER shall provide educational services to students which services are reasonably calculated to help students achieve, as a minimum goal, one year's growth as determined by the standardized test that the nonpublic school uses. DISTRICT expects PROVIDER to provide accelerated instruction that assists students in achieving a gain greater than one year's expected growth.
- C. Tutor Absences. PROVIDER shall make a good faith effort to provide a substitute teacher/tutor for any absence by the originally scheduled teacher/tutor only for any absence over three days, or as agreed upon by DISTRICT and/or nonpublic school officials.
- D. Family Communication. PROVIDER shall ensure families are notified regarding their child's eligibility for service and provided information regarding their child's progress including, but not limited to the following:
1. PROVIDER shall notify families of their child's Title I eligibility in the form of a MPS Title I Parent Notification Letter by October 20th, 2021.
  2. Families of students who are identified as eligible for and provided Title I services after October 20th, 2021 will be notified via letter by PROVIDER no more than two weeks after PROVIDER has received notice of the student's Title I eligibility.
  3. PROVIDER will hold an annual MPS Title I Parent/Family Information Meeting with parents of Title I students by October 20th, 2021.
  4. PROVIDER will give written progress reports and results of any testing it administered to that student at quarterly intervals to the student's parent/guardian at a minimum of four (4) times per year.
  5. PROVIDER shall attend nonpublic school conferences and other scheduled school/family events whenever practicable. These services shall be billed as instructional services.

6. PROVIDER will send letters of invitation, coordinate outreach, and contact families via phone, meeting or home visit as appropriate to notify eligible families at each of the nonpublic schools listed in Attachment B of their child's eligibility for MPS Title I programs.

7. Provider will work with nonpublic administrators and DISTRICT to coordinate and plan the scope of services for Title I programs.

E. Cooperation. PROVIDER shall cooperate with DISTRICT, nonpublic officials, and each student's parent/guardian to develop an instructional program for the student. In cases where the instructional program has not been clearly defined, the PROVIDER will work with DISTRICT, in consultation with nonpublic school administrators, to develop a specific program at the nonpublic site within the parameters of the needs of the eligible students and the budget allocated at that site.

F. Identification of Students. PROVIDER shall provide services to all students who have been determined eligible and placed by DISTRICT with PROVIDER. For purposes of this Contract, a student will be deemed active once the student has been determined eligible for services by DISTRICT in collaboration with nonpublic officials.

G. Site Access. PROVIDER shall allow DISTRICT representatives and the student's parents or guardians' reasonable access to the site where PROVIDER provides educational services.

H. Equipment. All equipment purchased with Title I funds are the property of the DISTRICT, not the PROVIDER.

I. Neutrality. Classroom space, instruction, and materials and supplies are to be secular, neutral, and non-ideological.

J. Tutor Certification. Title I tutors are to be qualified in the content area and grade level for which they are tutoring students.

K. Compliance. PROVIDER will comply with all applicable state and federal laws including Title I statutory and regulatory requirements.

L. Instruction. PROVIDER shall provide both Title I instructional services to eligible students which are secular in nature. Subjects to be covered shall include reading and math proficiency. PROVIDER will ensure instructional group sizes are at appropriate levels to ensure student learning is accelerated and reasonably calculated to help students achieve, as a minimum goal, one year's growth as determined by the standardized tests that the nonpublic school uses.

M. Eligible Student. DISTRICT shall determine each student's eligibility in consultation with the nonpublic school administrators according to the use of multiple, educationally related objective selection criteria.

N. Reports and Documentation. PROVIDER shall provide DISTRICT with the following reports:

1. PROVIDER shall submit to the DISTRICT appropriate documentation of MPS Title I Parent/Family meetings such as MPS Title I flyers, sign-in sheets, and parent/student surveys upon request.
2. PROVIDER shall submit to the DISTRICT copies of written progress reports and results of any testing it administered to students upon request.
3. Beginning October 2021, PROVIDER shall submit its invoices by the 15th of each month following services to DISTRICT in the previous month as described in Exhibit A of this contract, including daily attendance records.
4. PROVIDER shall maintain proper and current documentation, including but not limited to: annual background checks; a list of approved tutors, employees, and/or agents providing services to students; schedules for services provided to each nonpublic school site, daily records of student services rendered including the name and address of student; the name of the PROVIDER'S tutor, employee, and/or agents who rendered the service; and the amount of time of such service.

### **Method of Evaluation:**

- A. **Evaluation.** PROVIDER is responsible for evaluating the effectiveness of the Title I Programs. This includes but is not limited to the use of MPS provided benchmark assessments to monitor student progress in reading and math.
- B. **Site Review.** DISTRICT may conduct an on-site review and/or instructional observations of PROVIDER. On-site reviews may be announced or unannounced. DISTRICT may request monthly meetings with PROVIDER, in person or by telephone, on services provided by PROVIDER. PROVIDER shall cooperate with all such reviews and requests.
- C. **Quality of Services and Contract Renewal.** In contemplating renewal of this contract in successive years, DISTRICT shall analyze the number of eligible students who achieve greater than one year's growth, with the target of grade level proficiency.

### **Fees:**

DISTRICT and PROVIDER have agreed that the PROVIDER's hourly rate for Title I services is \$157.46 per hour.

- A. Administrative Costs: In all cases described in Exhibit A, the DISTRICT shall pay PROVIDER administrative costs in an amount not exceeding 10% of the total for Title I instructional services.
- B. Family Involvement Costs. DISTRICT shall pay PROVIDER \$150.00 per hour for services related to family involvement and family involvement activities. The provision of services related to family involvement is subject to the expectations set forth in Exhibit A.

- C. Invoices. PROVIDER shall submit an invoice on its organizational letterhead for each month of service. From October 15, 2021 to June 15, 2022 PROVIDER shall submit invoices by the 15<sup>th</sup> of the month following the previous month of service for which it is billing DISTRICT based on the hourly rates listed above and listed in Exhibit B. Invoices must delineate services provided and fees billed for instructional services, family involvement services, professional development services, and administration services for each nonpublic school. PROVIDER shall submit its final invoice for fiscal year 2021-22 so that it is received by DISTRICT no later than July 9, 2022. PROVIDER understands that DISTRICT will make no payment on any invoice for the 2021-22 fiscal year if it receives after invoices July 10, 2022. DISTRICT reserves the right to request additional information from PROVIDER.

Invoices and related attached attendance sheets must include the following information:

1. Names of the school(s) where the service was provided;
  2. Name of student(s) served;
  3. Date(s) of service;
  4. A detailed summary of the services provided;
  5. Number of students served per week;
  6. Number of minutes of service per student per session;
  7. Subject area of service provided to student (e.g., math, reading, etc.);
  8. Monthly expenses per school category (Instructional Services, Professional Development, and/or Administration);
  9. Total expenditures for each school for the year.
- D. Payment. DISTRICT shall pay PROVIDER within thirty (30) days of receipt of each complete invoice submitted in compliance with this Contract. DISTRICT does not pay in advance for services.
- E. Allowable Costs: For the purposes of this Contract, costs are defined by the DISTRICT as:
1. Instructional: PROVIDER costs for teacher and instructional aide salaries, including fringe benefits; instructional materials, including items such as books, computers and software for student use, workbooks, and supplies.
  2. Administrative: PROVIDER costs incurred to administer the program, including but not limited to: salaries and fringe benefits of the Director, computer assistants, area supervisors, and support staff; office rent and utilities; office equipment and supplies; postage and mailings; telephone; travel; special capital expenses; professional development for Title I teachers and supervisors who are employees of the PROVIDER; and the PROVIDER'S fee.
  3. Professional Development: PROVIDER costs incurred to provide professional development activities to the private school teachers of active students.
- F. Site and Service Limits. The sites to be serviced by PROVIDER are listed in Exhibit B and incorporated herein. DISTRICT shall not pay an amount greater than what is listed in Exhibit B per school and shall not pay an amount greater than what is delineated by each particular budget line for services at each listed school.

[The remainder of this page intentionally left blank.]



1250 West Broadway Ave. Minneapolis, MN 55411-2533  
Phone: 612.668.0000  
[www.mpls.k12.mn.us](http://www.mpls.k12.mn.us)  
SRM: 44xxxxxx

## EXHIBIT B: PAYMENT TERMS

Site and Service Limits(David Hoy and Associates 2021-2022)

School	Services to be Provided	Number of Title I Instructional Hours	Title I	Estimated # of Family Inv. Hours	Title I Family Involvement	Number of ESER Instructional Hours	ESER Funds	Number of Title III Instructional Hours	Title III Funds	Total
Annunciation	Academic Services	34.93	\$ 5,500.00							\$ 5,500.00
Ascension	Academic Services	24.15	\$ 3,802.87			144.85	\$ 22,807.87			\$ 26,610.74
Cristo Rey	Academic Services	792.58	\$ 124,800.00	5	\$ 750.00					\$ 125,550.00
DeLaSalle	Academic Services	355.36	\$ 55,954.48							\$ 55,954.48
Risen Christ	Academic Services	143.62	\$ 22,615.00	7.34	\$ 1,101.00	295.38	\$ 46,509.94	12.94	\$ 2,037.09	\$ 72,263.03
REA	10% Admin		\$ 21,267.24				\$ 6,931.78			\$ 28,199.02
<b>Total</b>		<b>1350.64</b>	<b>\$ 233,939.59</b>	<b>12.34</b>	<b>\$ 1,851.00</b>		<b>\$ 76,249.59</b>		<b>\$ 2,037.09</b>	<b>\$ 314,077.27</b>
	Hourly Rate	\$ 157.46		Fam Inv. Rate	\$ 150.00					

[The remainder of this page intentionally left blank.]



MINNEAPOLIS  
PUBLIC SCHOOLS

Urban Education. Global Citizens.

## **CONTRACT FOR SERVICES – \$25,000 above**

This Contract is entered into between Special School District No. 1, “District”, a special school district created and existing under the laws of Minnesota, and Double Line Inc “Contractor” (collectively “parties”) to provide ED-FI and State Reporting services to Information Technology Department of Minneapolis Public Schools.

### **TERM OF CONTRACT**

- 1.1 This Contract is effective on 8/1/21 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 6/30/22, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2 Contractor understands that **NO WORK SHOULD BEGIN UNDER THIS CONTRACT** until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District’s Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor’s OWN RISK and as a volunteer.

### **2 SCOPE OF WORK**

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

### **3 CONSIDERATION AND TERMS OF PAYMENT**

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

#### **3.1 *Total Obligation***

District’s total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed \$188,000.00. Contractor shall



MINNEAPOLIS  
PUBLIC SCHOOLS  
Urban Education. Global Citizens.

1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

[www.mpls.k12.mn.us](http://www.mpls.k12.mn.us)

SRM: 4400001100

Page | 1

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

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

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

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

### ***3.3 Taxes.***

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

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

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

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

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

## **4 GENERAL TERMS AND CONDITIONS**

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

## **5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY**

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

## **6 BACKGROUND CHECKS**

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

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

## **7 DATA PRIVACY**

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

## **8 OWNERSHIP OF MATERIAL**

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

## **9 USE OF DISTRICT NAME OR LOGO**

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

## **10 INDEPENDENT CONTRACTOR**

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

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

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

## **11 WORKER HEALTH, SAFETY AND TRAINING**

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

## **12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS**

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

## **13 INSURANCE**

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

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

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

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

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

## **14 INDEMNIFICATION**

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

## **15 LIMITATION ON LIABILITY**

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

## **16 CONFLICT OF INTEREST/CODE OF ETHICS**

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

## **17 COMPLIANCE WITH LAWS AND DEBARMENT**

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

## **18 TERMINATION**

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

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

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

## 19 RETURN OF DATA

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

## 20 RECORDS MANAGEMENT AND MAINTENANCE

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

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

## 21 NOTICES/ADMINISTRATION

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

### Special School District No. 1

Division: IT Services

Attn: Justin Hennes

1250 W Broadway

Minneapolis, MN 55411

Email: [justin.hennes@mpls.k12.mn.us](mailto:justin.hennes@mpls.k12.mn.us)

### CONTRACTOR

Matt Warden, CEO

Phone: 512-646-4929 Address: [Click or tap here to enter text.](#)

Email: [matt@wearedoubleline.com](mailto:matt@wearedoubleline.com)

P.O. Box 935, Hutto, TX 78634

### 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.



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

[www.mpls.k12.mn.us](http://www.mpls.k12.mn.us)

SRM: 4400001100

Page | 8

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

## **22 NON-WAIVER**

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

## **23 ASSIGNMENT**

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

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

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

## **25 WARRANTY**

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

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

## **26 SEVERABILITY**

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

## **27 SURVIVABILITY**

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

[The remainder of this page intentionally left blank.]

**SPECIAL SCHOOL DISTRICT NO. 1**

Signature: \_\_\_\_\_

Name: Justin Hennes

(Printed)

Title: Senior Information Officer

Date: \_\_\_\_\_

**CONTRACTOR NAME**

Signature: 

Name: Matt Warden

(Printed)

Title: CEO

Date: 08 / 30 / 2021



## **Exhibit A:**

### **Deliverables:**

New MARSS Data Elements and ODS Updates - \$30,000, Updated File Submission Process / File Matching and Deletes - \$65,000, New Process for Early Childhood Education Data - \$ 50,000, Knowledge Transfer Working Sessions - \$15,000, Technical Support - \$16,000, State Ed-Fi Certification - \$12,000

### **Service Outcome:**

Services rendered as stated above.

### **Method of Evaluation:**

Successful completion will be evaluated by IT Leadership.

[The remainder of this page intentionally left blank.]

## EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Click or tap here to enter text.

[The remainder of this page intentionally left blank.]

<b>TITLE</b>	Minneapolis Public Schools - 2021-08-01 to 2022-06-30 -...
<b>FILE NAME</b>	Double Line contract for signatures.pdf
<b>DOCUMENT ID</b>	f8b262a331530608d2ce8ddd9fb3e730956b90f2
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	● Completed

## Document History



SENT

**08 / 30 / 2021**

08:54:54 UTC-5

Sent for signature to Matt Warden  
 (m.warden@wearedoubleline.com) from info@wearedoubleline.com  
 IP: 107.125.255.71



VIEWED

**08 / 30 / 2021**

09:42:24 UTC-5

Viewed by Matt Warden (m.warden@wearedoubleline.com)  
 IP: 107.125.255.71



SIGNED

**08 / 30 / 2021**

09:54:33 UTC-5

Signed by Matt Warden (m.warden@wearedoubleline.com)  
 IP: 107.125.255.71



COMPLETED

**08 / 30 / 2021**

09:54:33 UTC-5

The document has been completed.



MINNEAPOLIS  
PUBLIC SCHOOLS

Urban Education. Global Citizens.

**CONTRACT FOR SERVICES – \$25,000 above**

This Contract is entered into between Special School District No. 1, “District”, a special school district created and existing under the laws of Minnesota, and Groves Academic “Contractor” (collectively “parties”) to provide professional developments to 32-36 Kindergarten-3 classroom teachers.

**TERM OF CONTRACT**

- 1.1 This Contract is effective on September 13, 2021 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 15, 2022 , or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2 Contractor understands that **NO WORK SHOULD BEGIN UNDER THIS CONTRACT** until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District’s Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor’s OWN RISK and as a volunteer.

**2 SCOPE OF WORK**

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

**3 CONSIDERATION AND TERMS OF PAYMENT**

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

**3.1 Total Obligation**

District’s total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed \$248,940.00. Contractor shall



MINNEAPOLIS  
PUBLIC SCHOOLS  
Urban Education. Global Citizens.

1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

[www.mpls.k12.mn.us](http://www.mpls.k12.mn.us)

SRM: 4400001134

Page | 1

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

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

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

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

### **3.3 *Taxes.***

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

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

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

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

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

#### **4 GENERAL TERMS AND CONDITIONS**

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

#### **5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY**

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

#### **6 BACKGROUND CHECKS**

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

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

## **7 DATA PRIVACY**

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

## **8 OWNERSHIP OF MATERIAL**

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

## **9 USE OF DISTRICT NAME OR LOGO**

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

## **10 INDEPENDENT CONTRACTOR**

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

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

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

## **11 WORKER HEALTH, SAFETY AND TRAINING**

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

## **12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS**

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

## **13 INSURANCE**

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

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

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

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

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

## **14 INDEMNIFICATION**

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

## **15 LIMITATION ON LIABILITY**

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

## **16 CONFLICT OF INTEREST/CODE OF ETHICS**

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

## **17 COMPLIANCE WITH LAWS AND DEBARMENT**

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

## **18 TERMINATION**



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

[www.mpls.k12.mn.us](http://www.mpls.k12.mn.us)

SRM: 4400001134

Page | 6

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

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

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

## 19 RETURN OF DATA

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

## 20 RECORDS MANAGEMENT AND MAINTENANCE

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

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

## 21 NOTICES/ADMINISTRATION

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

### Special School District No. 1

Division: Academic Office

Attn: Dr. Aimee Fearing

1250 W Broadway

Minneapolis, MN 55411

Email: [aimee.fearing@mpls.k12.mn.us](mailto:aimee.fearing@mpls.k12.mn.us)

### CONTRACTOR

Katharine Campbell

Phone: 612-877-1635

Address: 3200 Highway 100 S., St. Louis Park, MN 55416

Email: [campbellk@grovesacademy.org](mailto:campbellk@grovesacademy.org)

### ACKNOWLEDGMENT

- 21.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to backup 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.



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

[www.mpls.k12.mn.us](http://www.mpls.k12.mn.us)

SRM: 4400001134

Page | 8

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

## **22 NON-WAIVER**

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

## **23 ASSIGNMENT**

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

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

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

## **25 WARRANTY**

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

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

## **26 SEVERABILITY**

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

## **27 SURVIVABILITY**

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

[The remainder of this page intentionally left blank.]

**SPECIAL SCHOOL DISTRICT NO. 1**

Signature: \_\_\_\_\_

Name: Dr. Aimee Fearing

(Printed)

Title: Senior Academic Officer

Date: \_\_\_\_\_

**CONTRACTOR NAME**

Signature: *Katharine Campbell*

Name: Katharine Campbell

(Printed)

Title: Director of Groves Literacy Partnership

Date: 9/13/21



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

[www.mpls.k12.mn.us](http://www.mpls.k12.mn.us)

SRM: 4400001134

Page | 11

**Exhibit A:**

**Deliverables:**

Instructional model being delivered is based on cognitive science research in literacy and best practices for classrooms and students. Groves coaches have had training on deep knowledge of literacy research paired with Groves Literacy Framework implementation. Coaches are coached in strong professional development. Weekly 30-minute job embedded coaching is provided to each of the K-3 classroom teachers. There is a monthly team meeting with the Groves site coach as well as monthly meetings with the building administrator.

**Service Outcome:**

Maximize and deepening the growth of teachers and students. Change in instructional practice around early literacy and early literacy strategies based on science and research. The sites participating in the Groves Literacy Partnership will be ready to move onto Phase 2 of implementation the following school year.

**Method of Evaluation:**

Student assessment data and progress monitoring through Fall, Winter, and Spring screeners and diagnostics with Fastbridge as well as working through data sharing agreement between GLP and MPS REAA.

[The remainder of this page intentionally left blank.]

## **EXHIBIT B: PAYMENT TERMS**

If there are exhibits to describe the payment terms:

As Defined in section 3

[The remainder of this page intentionally left blank.]

## CONTRACT FOR SERVICES

(\$25,000+)

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Indrotec, "Contractor" (collectively "parties") to provide Serve as a primary vendor to supply temporary Food Services Assistant employees for the start of the school year to D-Ops-Culinary and Nutrition Services.

### **1      *TERM OF CONTRACT***

1.1 This Contract is effective on 08/01/2021 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 07/31/2022, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

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

### **2      SCOPE OF WORK**

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

### **3      CONSIDERATION AND TERMS OF PAYMENT**

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

#### **3.1 *Total Obligation.***

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed \$300,000.00. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

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

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

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

### **3.3 *Taxes.***

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

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

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

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

#### **4 GENERAL TERMS AND CONDITIONS**

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

#### **5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY**

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

#### **6 BACKGROUND CHECKS**

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

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

## **7 DATA PRIVACY**

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

## **8 OWNERSHIP OF MATERIAL**

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

## **9 USE OF DISTRICT NAME OR LOGO**

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

## **10 INDEPENDENT CONTRATOR**

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

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

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

## **11 WORKER HEALTH, SAFETY AND TRAINING**

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

## **12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS**

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

## **13 INSURANCE**

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

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

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

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

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

## **14 INDEMNIFICATION**

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

## **15 LIMITATION ON LIABILITY**

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

## **16 CONFLICT OF INTEREST/CODE OF ETHICS**

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

## **17 COMPLIANCE WITH LAWS AND DEBARMENT**

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

## **18 TERMINATION**

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

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

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

## **19 RETURN OF DATA**

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

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

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

## **20 RECORDS MANAGEMENT AND MAINTENANCE**

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

## **21 NOTICES/ADMINISTRATION**

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

Special School District No. 1  
D-Ops-Culinary and Nutrition Services  
Attn: Karen DeVet  
1250 W Broadway  
Minneapolis, MN 55411  
Email: Karen.DeVet@mpls.k12.mn.us  
Fax:

Indrotec

Attn: David Hackler

Address: 2335 Hwy 36, Roseville, NJ 55113

Email: clave.hackler@myindrotec.com

Fax: 612-371-1405

## 22 ACKNOWLEDGMENT

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

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

## 23 NON-WAIVER

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

## 24 ASSIGNMENT

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

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

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

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

## **26 WARRANTY**

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

## **27 SEVERABILITY**

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

## **28 SURVIVABILITY**

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

[The remainder of this page intentionally left blank.]

**SPECIAL SCHOOL DISTRICT NO. 1**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Indrotee**

By:  \_\_\_\_\_

Name: David Hackler  
(Printed)

Title: VP of Indrotee

Date: 8/26/2021

## **EXHIBIT A: SCOPE OF WORK**

### ***Description of Services and Service Delivery***

Given the tight labor market and approximately 65 vacancies in the Culinary and Wellness Services department heading into the school year, CWS will contract with Indrotext as a primary vendor to supply temporary Food Services Assistant employees for the start of the school year.

### ***Service Outcome***

Provide temporary food service assistant employees to the department

### ***Method of Evaluation***

Weather or not vendor provide temporary food service assistant employees to the department

**EXHIBIT B: PAYMENT TERMS**

If there are exhibits to describe the payment terms:

The payment terms are as follows:

If there are no exhibits:

This Exhibit and page have been intentionally left blank.



## Capital Planning, Construction & Maintenance Department

### Consultant/Architect Contract Contract Amendment Cover Sheet

#### Project Information

Consultant/Architect	LHB, Inc.	Date	7/29/2021
Project Name	Loring School Improvements	Project No.	18LORI001
Contract Approval Date:	3/13/2018	MAS #	10270

#### Summary

Original Contract Amount	\$ 545,010.00	Date of Substantial Completion	10/6/2019
Board Authorized Amount	\$ 721,237.00	Most recent Board Approval Date	9/8/2020

#### Summary of Previous Contract Amendments

Contract Amendment #1	\$ 16,600.00	MPS specs organizing
Contract Amendment #2	\$ 5,440.00	Scope for VE, additional design
Contract Amendment #3	\$ 80,587.00	fee to cover excessive construction administration
Contract Amendment #4	\$ 45,000.00	scope to cover legal claims
Contract Amendment #5	\$ 23,200.00	additional scope
Contract Amendment #6	\$ 5,400.00	additional scope
Contract Amendment #7	\$ -	Structural assessment
<b>TOTAL OF PREVIOUS Contract Amendments</b>		<b>\$ 176,227.00</b>

<b>AMOUNT OF THIS Contract Amendment #</b>	<b>7</b>	<b>\$ 6,500.00</b>
--	----------	--------------------

**TOTAL Contract Amendments TO DATE \$ 182,727.00**

**REVISED CONTRACT AMOUNT \$ 727,737.00**

REVISED DATE OF SUBSTANTIAL COMPLETION 8/30/2021

DATE OF BOARD ACTION 9/14/2021

Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Manager of Planning & Construction

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Executive Director, CPCM

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
 SOO

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
 SFO



**AIA**<sup>®</sup>

# Document G801™ – 2017

## Notice of Additional Services

**PROJECT:** *(name and address)*  
Loring School Improvements  
2600 North 44<sup>th</sup> Avenue  
Minneapolis, MN 55413

**AGREEMENT INFORMATION:**  
Date: July 29, 2021

**NOTICE INFORMATION:**  
Notice Number:  
Date:

**OWNER:** *(name and address)*  
Minneapolis Public Schools  
Special School District #1  
1250 West Broadway Avenue  
Minneapolis, MN 55414

**ARCHITECT:** *(name and address)*  
LHB, Inc.  
  
701 North Washington Avenue  
Minneapolis, MN 55401

Select as appropriate:

**ADDITIONAL SERVICES THAT REQUIRE THE OWNER'S WRITTEN AUTHORIZATION TO PROCEED**  
*(Refer to the Owner-Architect Agreement for a list of Additional Services that require the Owner's written authorization to proceed.)*

The Architect hereby notifies the Owner of the need, and requests the Owner's authorization, to perform the following Additional Services:

*(Describe the proposed Additional Services and explain the facts and circumstances giving rise to their need.)*

Owner added scope of work to paint the ceiling in the gym. During design work, Architect noted an area of concern regarding the structure of a non-load bearing wall in the gym. Architect contracted with structural engineer to investigate concern, create a report, and design a solution to monitor the shifting. Fees are for associated added work

Compensation Adjustment:  
\$6,500

Schedule Adjustment:  
Contractor will complete work by 8/30/21

**ADDITIONAL SERVICES TO AVOID DELAY IN CONSTRUCTION**  
*(Refer to the Owner-Architect Agreement for a list of Additional Services that the Architect may provide to avoid delay in Construction.)*

The Architect hereby notifies the Owner of the need to perform the following Additional Services:  
*(Describe the Additional Services and explain the facts and circumstances giving rise to their need.)*

Compensation Adjustment:

Schedule Adjustment:

*Note: The Architect may have already begun to provide these services to avoid delay in the Construction Phase of the Project. If the Owner determines that all or parts of these services are not required and elects to discontinue these services, the Owner must promptly notify the Architect and compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.*

---

**ISSUED BY THE ARCHITECT:**

LHB, Inc.

---

**ARCHITECT** *(Firm name)*

*Richard C. ...*

---

**SIGNATURE**

---

CEO

---

**PRINTED NAME AND TITLE**

---

August 17, 2021

---

**DATE**

---

**OWNER'S AUTHORIZATION, IF REQUIRED:**

Minneapolis Public Schools  
Special School District #1

---

**OWNER** *(Firm name)*

---

**SIGNATURE**

---

**PRINTED NAME AND TITLE**

---

**DATE**





**PERFORMANCE  
DRIVEN DESIGN.**  
LHBcorp.com

June 10, 2021

Laurie McGinley, AIA  
Project Manager  
Capital Planning, Construction, and Maintenance  
Minneapolis Public Schools  
1250 West Broadway Avenue  
Minneapolis, MN 55411

## **PROPOSAL FOR ADDITIONAL SERVICES FY21 LORING ELEMENTARY SCHOOL IMPROVEMENTS AND RENEWAL GYM STRUCTURAL AND ADDITIONAL PAINTING SCOPE**

In the course of work on the FY21 Loring Improvements project and the preparation of a Proposal Request for painting of the Gym ceiling and adding acoustic wall and ceiling panels (PR-01), LHB has encountered unexpected conditions and additions to scope.

As we have discussed, LHB investigated cracking in the west Gym wall and incorporated an approach to repairing the condition into PR-01. Discussions with the school Physical Education teacher led to changes to equipment locations and paint scheme.

LHB is requesting additional services for these changes.

### **SCOPE OF SERVICES**

LHB developed a scope and fee to assist the District in getting a Proposal Request for painting the Gym ceiling and adding acoustical panels. The additional scope in this proposal for additional services includes the following:

- Investigate and address the existing Gym wall cracking
- One (1) design meeting with the District to clarify preferred paint scheme
- Revise existing gym equipment per District direction including relocation of climbing rope suspended from the roof structure
- Develop structural procedure for relocation of climbing ropes
- Verify Proposal pricing
- Construction Administration during construction (up to two (2) site visits) in conjunction with review of other PR-01 work

### **SCHEDULE**

This design work is included in PR-01 which has been issued.

### **PROPOSED FEE**

Our proposed fee for the above scope of work is \$6,500.00, including reimbursable expenses. This does not include permit fees.

**TERMS AND CONDITIONS**

Upon your approval of this proposal, LHB can prepare an amendment to our contract if requested.

We appreciate the opportunity to continue our work with MPS.

Please contact Jonathan Pettigrew at 651-645-1944 if you have any questions.

Thank you for your consideration.

LHB, INC.



RICK CARTER, AIA  
CHIEF EXECUTIVE OFFICER



JONATHAN PETTIGREW, AIA  
ARCHITECT

c: Phil Waugh  
LHB File No. 180012.00

## **CONTRACT FOR SERVICES**

**(\$25,000+)**

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Karin's Services, LLC, "Contractor" (collectively "parties") to provide 2/3 District Snow Plowing to D-Ops-Plant Maintenance.

### **1 TERM OF CONTRACT**

- 1.1 This Contract is effective on 09/01/2021 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2022, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

### **2 SCOPE OF WORK**

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

### **3 CONSIDERATION AND TERMS OF PAYMENT**

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

#### **3.1 Total Obligation.**

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

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

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

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

### **3.3 *Taxes.***

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

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

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

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

## **4 GENERAL TERMS AND CONDITIONS**

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

## **5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY**

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

## **6 BACKGROUND CHECKS**

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

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

## **7 DATA PRIVACY**

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

## **8 OWNERSHIP OF MATERIAL**

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

## **9 USE OF DISTRICT NAME OR LOGO**

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

## **10 INDEPENDENT CONTRATOR**

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

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

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

## **11 WORKER HEALTH, SAFETY AND TRAINING**

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

## **12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS**

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

## **13 INSURANCE**

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

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

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

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

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

## **14 INDEMNIFICATION**

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

## **15 LIMITATION ON LIABILITY**

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

## **16 CONFLICT OF INTEREST/CODE OF ETHICS**

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

## **17 COMPLIANCE WITH LAWS AND DEBARMENT**

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

## **18 TERMINATION**

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

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

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

## **19 RETURN OF DATA**

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

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

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

## **20 RECORDS MANAGEMENT AND MAINTENANCE**

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

## **21 NOTICES/ADMINISTRATION**

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

Special School District No. 1  
D-Ops-Plant Maintenance  
Attn: Karen DeVet  
1250 W Broadway  
Minneapolis, MN 55411  
Email: Karen.DeVet@mpls.k12.mn.us  
Fax:

Karin's Services, LLC

Attn: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Fax: \_\_\_\_\_

## **22 ACKNOWLEDGMENT**

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

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

## **23 NON-WAIVER**

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

## **24 ASSIGNMENT**

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

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

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

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

## **26 WARRANTY**

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

## **27 SEVERABILITY**

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

## **28 SURVIVABILITY**

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

[The remainder of this page intentionally left blank.]

**SPECIAL SCHOOL DISTRICT NO. 1**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Karin's Services, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Printed)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A: SCOPE OF WORK**

### *Description of Services and Service Delivery*

Snow plowing 2/3 of the District

### *Service Outcome*

Snow removal at the request of the District.

### *Method of Evaluation*

Parameters in bid documents must be met for timing of the snow plowing.

## **EXHIBIT B: PAYMENT TERMS**

If there are exhibits to describe the payment terms:

The payment terms are as follows:

If there are no exhibits:

This Exhibit and page have been intentionally left blank.



MINNEAPOLIS  
PUBLIC SCHOOLS

Urban Education. Global Citizens.

## **CONTRACT FOR SERVICES – \$25,000 above**

This Contract is entered into between Special School District No. 1, “District”, a special school district created and existing under the laws of Minnesota, and Minnesota Alliance with Youth “Contractor” (collectively “parties”) to provide AmeriCorps Promise Fellows to Check and Connect, Indian Education, Office of Black Male Student Achievement, and ALC departments.

### **TERM OF CONTRACT**

- 1.1 This Contract is effective on 09/14/2021 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2023, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2 Contractor understands that **NO WORK SHOULD BEGIN UNDER THIS CONTRACT** until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District’s Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor’s OWN RISK and as a volunteer.

### **2 SCOPE OF WORK**

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

### **3 CONSIDERATION AND TERMS OF PAYMENT**

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

#### **3.1 *Total Obligation***

District’s total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed \$280,000.00. Contractor shall



MINNEAPOLIS  
PUBLIC SCHOOLS  
Urban Education. Global Citizens.

1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

[www.mpls.k12.mn.us](http://www.mpls.k12.mn.us)

SRM: 4400001107

Page | 1

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

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

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

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

### ***3.3 Taxes.***

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

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

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

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

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

#### **4 GENERAL TERMS AND CONDITIONS**

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

#### **5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY**

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

#### **6 BACKGROUND CHECKS**

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

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

## **7 DATA PRIVACY**

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

## **8 OWNERSHIP OF MATERIAL**

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

## **9 USE OF DISTRICT NAME OR LOGO**

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

## **10 INDEPENDENT CONTRACTOR**

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

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

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

## **11 WORKER HEALTH, SAFETY AND TRAINING**

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

## **12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS**

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

## **13 INSURANCE**

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

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

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

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

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

## **14 INDEMNIFICATION**

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

## **15 LIMITATION ON LIABILITY**

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

## **16 CONFLICT OF INTEREST/CODE OF ETHICS**

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

## **17 COMPLIANCE WITH LAWS AND DEBARMENT**

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

## **18 TERMINATION**

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

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

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

## **19 RETURN OF DATA**

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

## **20 RECORDS MANAGEMENT AND MAINTENANCE**

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

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

## 21 NOTICES/ADMINISTRATION

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

### Special School District No. 1

Division: Check and Connect  
Attn: Colleen Kaibel  
1250 W Broadway  
Minneapolis, MN 55411  
Email: [colleen.kaibel@mpls.k12.mn.us](mailto:colleen.kaibel@mpls.k12.mn.us)

### CONTRACTOR

Minnesota Alliance with Youth  
Phone: 651-528-8589  
Address: 2233 University Ave W., Suite 235, St. Paul, MN 55114  
Email: [sullmer@mnyouth.net](mailto:sullmer@mnyouth.net)

### ACKNOWLEDGMENT

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

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

## **22 NON-WAIVER**

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

## **23 ASSIGNMENT**

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

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

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

## **25 WARRANTY**

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

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

## **26 SEVERABILITY**

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

## **27 SURVIVABILITY**

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

[The remainder of this page intentionally left blank.]

**SPECIAL SCHOOL DISTRICT NO. 1**

Signature: \_\_\_\_\_

Name:

(Printed)

Title:

Date: \_\_\_\_\_

**CONTRACTOR NAME**

Signature: 

Name: Damon Shoholm

(Printed)

Title: Interim CEO

Date: September 7, 2021

## **Exhibit A:**

### **Deliverables:**

28 AmeriCorps Promise Fellows who will work collaboratively with schools, Indian Education, Office of Black Male Student Achievement, Student Retention & Recovery, and ALC to support students who are disengaged from learning. Promise Fellows use data driven, multi-tiered, evidence-based best practices (Check & Connect) to re-engage students in learning and create a sense of belonging in our schools.

### **Service Outcome:**

Students will show an increase in academic engagement measured by course performance, maintain or improve attendance relative to similar peers, and feel a sense of belonging in their schools.

### **Method of Evaluation:**

Tools for measurement include the Student Engagement Instrument and performance measurements for Fellows and the student served.

[The remainder of this page intentionally left blank.]

## **EXHIBIT B: PAYMENT TERMS**

If there are exhibits to describe the payment terms:

See attached

[The remainder of this page intentionally left blank.]



## Capital Planning, Construction & Maintenance Department

### Consultant/Architect Contract contract amendment Cover Sheet

#### Project Information

Consultant/Architect	MLA Architects	Date	7/30/2021
Project Name	Wenonah Addition and Remodeling	Project No.	18WENO002
Contract Approval Date:	11/13/2019	MAS #	12418

#### Summary

Original Contract Amount	\$ 448,842.00	Date of Substantial Completion	8/9/2021
Board Authorized Amount	n/a	Most recent Board Approval Date	n/a

#### Summary of Previous contract amendments

contract amendment #1	\$ 160,621.00	MPLS didn't pass addition, fee is for redesign.
contract amendment #2		
contract amendment #3		
contract amendment #4		
contract amendment #5		
contract amendment #6		
contract amendment #7	\$ -	

TOTAL OF PREVIOUS contract amendments \$ 160,621.00

<b>AMOUNT OF THIS contract amendment #</b>	<b>1</b>	<b>\$ 160,621.00</b>
--	----------	----------------------

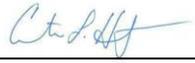
TOTAL contract amendments TO DATE \$ 160,621.00

REVISED CONTRACT AMOUNT \$ 609,463.00

REVISED DATE OF SUBSTANTIAL COMPLETION 12/31/2022

DATE OF BOARD ACTION 9/14/2021

Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Manager of Planning & Construction

Approved By:  \_\_\_\_\_ Date: 8/9/2021  
 Executive Director, CPCM

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
 SOO

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
 SFO



**Notice of Additional Services**

**PROJECT:** *(name and address)*  
Wenonah Elementary Remodeling  
5625 23<sup>rd</sup> Avenue South  
Minneapolis, MN 55417

**AGREEMENT INFORMATION:**  
Date: 11/13/2019

**NOTICE INFORMATION:**  
Notice Number:  
Date:

**OWNER:** *(name and address)*  
Minneapolis Public Schools  
Special School District #1  
1250 West Broadway Avenue  
Minneapolis, MN 55411

**ARCHITECT:** *(name and address)*  
MLA Architects  
  
12 Long Lake Rd  
Suite #17  
Saint Paul, MN 55115

Select as appropriate:

**ADDITIONAL SERVICES THAT REQUIRE THE OWNER’S WRITTEN AUTHORIZATION TO PROCEED**  
*(Refer to the Owner-Architect Agreement for a list of Additional Services that require the Owner’s written authorization to proceed.)*

The Architect hereby notifies the Owner of the need, and requests the Owner’s authorization, to perform the following Additional Services:  
*(Describe the proposed Additional Services and explain the facts and circumstances giving rise to their need.)*  
Significant redesign required due to original design’s failure to pass City of Minneapolis code review for storm shelter requirements. Additional fees cover additional design services required to create a viable food service upgrade for Wenonah Elementary.

Compensation Adjustment:  
\$160,621

Schedule Adjustment:  
additional 12 months

**ADDITIONAL SERVICES TO AVOID DELAY IN CONSTRUCTION**  
*(Refer to the Owner-Architect Agreement for a list of Additional Services that the Architect may provide to avoid delay in Construction.)*

The Architect hereby notifies the Owner of the need to perform the following Additional Services:  
*(Describe the Additional Services and explain the facts and circumstances giving rise to their need.)*

Compensation Adjustment:

Schedule Adjustment:

*Note: The Architect may have already begun to provide these services to avoid delay in the Construction Phase of the Project. If the Owner determines that all or parts of these services are not required and elects to discontinue these services, the Owner must promptly notify the Architect and compensate the Architect for the services provided prior to the Architect’s receipt of the Owner’s notice.*

ISSUED BY THE ARCHITECT:

MLA Architects, Inc

ARCHITECT (Firm name)

SIGNATURE

Mark A. Lenz

PRINTED NAME AND TITLE

7/29/2021

DATE

OWNER'S AUTHORIZATION, IF REQUIRED:

OWNER (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE





architects  
planners

July 23, 2021

Laurie McGinley, AIA  
Project Manager  
Minneapolis Public Schools  
Capital Planning, Construction and Maintenance  
1250 West Broadway Avenue  
Minneapolis, MN 55411

Re: **Wenonah School**  
Minneapolis, Public Schools

Laurie,

We are proposing the following Services Fee proposal changes due to the Wenonah School Project scope change.

- Maintain our Construction Administration Fee for Original Project
- 

- **Additional Service:**

A. Redesign of Scope of work: \$ 150,621  
(Cost Estimate \$2,510,362 x 8% fee x 75% Design)

B. Rebid Period: \$ 10,000

**Total: \$ 160,621**

12 Long Lake Road  
Suite #17  
St. Paul  
55115

tele  
(651) 770-4442  
fax  
(651) 770-1997

If you have any questions, please let me know.

Sincerely,

Mark A. Lenz, AIA  
President

ADDENDUM

Addendum to the original EVALUATION AGREEMENT entered into between Spectrum Research, Evaluation & Development LLC (“Contractor”) and Minneapolis Public Schools (“Grantee”) on July 1, 2015. This addendum is entered into as of October 1, 2021 between the same parties and is to be appended to that original *MPS GEAR UP Grant Contract for Services*.

Recitals

- A. In accordance with Article 1.2 of the MOU attachment to the original contract (Evaluation), “If the Grant award is extended, for performance of the Evaluation during such extension period, MPS agrees to pay Spectrum RED an amount that constitutes fifteen percent (15%) of the carryover value of the Grant during each year of the extension as evaluation fees for each year the Grant is extended.”
- B. In light of the Grantee being approved by the U.S. Department of Education for a one-year extension in fulfillment of incomplete project objectives and services.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. The Third Party Evaluation Scope of Work—as outlined in Exhibit A—will remain unchanged, but the Payment Terms—as outlined in Exhibit B—will be changed to twelve percent (12%) of the carryover value of \$1,515,206 as follows:

<b>Year 8 Due Date</b>	<b>Payment Amount</b>
November 1, 2021	\$20,202
December 1, 2021	\$20,202
January 1, 2022	\$20,202
February 1, 2022	\$20,202
March 1, 2022	\$20,202
April 1, 2022	\$20,202
May 1, 2022	\$20,202
June 1, 2022	\$20,202
July 1, 2022	\$20,202
<b>Year 8 Total</b>	<b>\$181,818</b>

IN WITNESS WHEREOF, the undersigned have executed this Addendum as set forth above.

Contractor: Spectrum Research, Evaluation & Development, LLC

By:   
 Name: Clint Eliason  
 Title: Managing Partner

Grantee: By: \_\_\_\_\_  
 NAME: Aimee Fearing  
 Title: Interim Senior Academics Officer

## T-Mobile for Education EmpowerED Agreement (with Device Subsidy) 1-year Term

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

**1. Term.** The term of this Agreement is for 12 months from Agreement Effective Date ("**Term**") and each line of Service will have a 1-year service term from date of activation ("**Service Period**"). In the event a line of Service has a Service Period that extends beyond the expiration of the Term, the terms and conditions of this Agreement will continue to apply to such line of Service for the remainder of its Service Period.

**2. Underlying Agreement.** Customer agrees to purchase wireless mobile Services and Devices from T-Mobile and T-Mobile agrees to provide the Services and Devices to Customer based on the prices listed below. The terms of Customer's purchase and use of the Services will be governed by this Agreement and the NASPO ValuePoint Contract No. MA176 and the State of Minnesota NASPO Participating Addendum MA176 (State Contract No. 186345) ("**Master Agreement**").

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

(b) In the event the Master Agreement is terminated or expires and is not renewed prior to the expiration of the Term of this Agreement, T-Mobile may enter into a follow-on master agreement for the period after termination or expiration of the Master Agreement (a "New Master Agreement"), in which case the New Master Agreement will be substituted for the existing Master Agreement for the remainder of the Term, and the terms and conditions of the New Master Agreement shall supersede and replace the terms of the existing Master Agreement. In the event that the Master Agreement is terminated or expires and is not renewed prior to the expiration of the Term, and T-Mobile does not enter into a New Master Agreement, then Customer and T-Mobile will (i) mutually agree to amend this Agreement in order to transition it under another available master agreement to be substituted for the Master Agreement; or (ii) enter into a mutually agreeable alternative agreement to be substituted for the Master Agreement.

(c) Notwithstanding anything to the contrary in this Agreement, following the expiration of a line's Service Period, T-Mobile will continue to provide the Services to Customer for such line under the pricing, discounts and other terms and conditions set forth in this Agreement, or, with 30 days' advance notice to Customer, at standard list pricing, until either party provides 30 days' advance written notice to terminate the Service for such line.

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

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

Rate Plan	Monthly Recurring Charge/Line*	Features	Device Discount/Subsidy** 1-Year Term
Government Unlimited LTE	\$20	Unlimited on device 4G LTE data	\$0 net subsidized device price to Customer – 100% discount off Pre-Subsidy Cost of Device (Pre-Subsidy Cost of Device - \$90.00)

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

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

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

Total # of Lines of Service	Rate Plan (check applicable rate plan) <sup>2</sup>	Service Period Length (months)	Total Service Charge for Term	Pre-Subsidy Cost per Device	Total Pre-Subsidy Cost of Devices	Total Subsidy Amount to Customer under T-Mobile EmpowerED Program (Device Discount/Subsidy from Section 3 x # of Lines)	Total Customer Commitment for Service and Device for the Term of the Agreement <sup>1</sup>
5,000	<input checked="" type="checkbox"/> \$20 [\$15.17 per month per line of Service]	12	\$910,200	\$90	\$450,000	\$450,000	\$910,200

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

<sup>2</sup>T-Mobile will provide Customer a Service Credit of \$4.83 per line per month during the Term as follows: \$20 MRC - \$4.83 = \$15.17 MRC/line.

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

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

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

**(c) Device Discount/Subsidy Term/Termination; Device Discount/Subsidy Repayment.** If any line of Service that received a Device Discount/Subsidy is terminated or suspended (without reactivation) prior to the end of the Device Discount/Subsidy Term, then Customer agrees to reimburse T-Mobile a pro rata portion of the Device Discount/Subsidy equal to 1/12<sup>th</sup> of the discounted or subsidized amount for each month remaining in the Device Discount/Subsidy Term. T-Mobile will charge Customer the repayment amount of the Device Discount/Subsidy for each line of Service terminated before the end of the Device Discount/Subsidy Term on Customer’s monthly bill.

**6. Privacy.** If Customer allows end users under the age of 13 to use the Services, Customer and T-Mobile agree to the terms and representations contained in the “COPPA Notice Addendum” attached as Exhibit A to this Agreement. Customer, and not T-Mobile, will be fully responsible for any claims relating to Customer’s failure to: (i) properly notify eligible students about any data collection and/or monitoring of use of the Services and Devices; or (ii) collect any necessary consent relating to an eligible student’s use of the Services and Devices.

**7. Prepayment.** Customer may, at its option, prepay in whole or in part Customer’s total fee commitment for Services and Devices ordered under this Agreement. With respect to any such prepayment (or any other related payment), Customer is solely responsible for ensuring Customer’s compliance with all applicable Federal, State and Local funding source and procurement laws,

rules and regulations (including, without limitation, laws, rules and regulations under the Coronavirus Aid, Relief, and Economic Security (CARES) Act, and Customer represents and warrants compliance with the same.

**8. Emergency Connectivity Fund; SPI Invoicing.** If Customer is participating in the Emergency Connectivity Fund (ECF) program in connection with this Agreement, Customer is solely responsible for ensuring Customer’s compliance with all applicable ECF program-related laws, rules, regulations and terms and conditions of participation. Additionally, if Customer has requested that T-Mobile invoice the federal government for reimbursement of the discountable amounts of the ECF equipment and services (i.e., the SPI invoicing method), Customer has read and agrees to the terms and conditions of the Emergency Connectivity Fund Service Provider Invoice (SPI) Affirmation attached as Exhibit B.

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

**T-Mobile/Contractor**

Name:	David Bezzant, Vice President, T-Mobile For Government
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 <sup>th</sup> Street, Bellevue, WA 98006
Telephone:	(425) 383-4000
Email:	<a href="mailto:David.Bezzant@T-Mobile.com">David.Bezzant@T-Mobile.com</a>

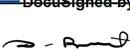
**For Legal Notice – send a copy to:**

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

**Customer:**

Name of School/ Contact Name:	Minneapolis Public Schools/ Justin Hennes, CIO
Address:	1250 W. Broadway Ave. Minneapolis, Minnesota 55411-2533
Telephone:	612.668.0245
Email:	<a href="mailto:Justin.Hennes@mpls.k12.mn.us">Justin.Hennes@mpls.k12.mn.us</a>

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

<b>Customer: Minneapolis Public Schools</b>	<b>Contractor: T-Mobile USA, Inc.</b>
Signature:	Signature:  <small>DocuSigned by:</small>
Printed Name:	Printed Name: David Bezzant
Title:	Title: vice president
Date:	Date: 8/13/2021
	Legal Approved by:  8/13/2021 <small>DocuSigned by:</small> T-Mobile USA, Inc. Legal Department

**EXHIBIT A**

**COPPA Notice Addendum**

T-Mobile is providing Customer with direct notice of its data collection, use and disclosure practices set forth below that relate to the Service(s). Customer has read this notice, consents on behalf of parents and guardians of children under 13 to the collection, use and disclosure practices described below, and authorizes T-Mobile to engage in such practices.

**Direct Notice of T-Mobile's Data Collection, Use, and Disclosure Practices**

We need your consent to collect personal information from your child(ren) in connection with the T-Mobile for Education service. We will not collect, use, or disclose any personal information from children under 13 if you do not provide such consent. This privacy notice describes the personal information we collect and how we use it. The Federal Trade Commission has stated that a district or school may consent to such data collection, use, and disclosure on behalf of the parent or guardian to the extent such data collection, use, and disclosure is to provide services solely for the benefit of the school.

T-Mobile intends to collect the following personal information from your child(ren):

- Data Usage: T-Mobile tracks quantity of broadband internet data usage to have that usage total counted against applicable data usage/streaming limits, if any. As part of delivering this service, T-Mobile also receives the IP address associated with the websites visited.
- Unique identifiers: T-Mobile collects a device and network identifier to authenticate the device on our network and provide the service.
- Bandwidth data: T-Mobile may share device-level bandwidth data with the educational institution at the educational institution's specific request, to allow the educational institution to stay informed on devices that exceed applicable data usage/streaming limits.

T-Mobile uses this personal information only to provide internet connectivity and perform internal analytics. T-Mobile may disclose this personal information to its service providers for assistance in delivering the service, and they must treat this information as confidential and use it only for the purposes for which T-Mobile engaged them. T-Mobile will not disclose information that may be associated with your child to any other entities.

Please be advised that T-Mobile provides connectivity to the general internet through the T-Mobile for Education service. That connectivity allows children to access websites that may involve data collection by third parties. T-Mobile is not responsible for the data collection activities of these third parties and you should carefully monitor your child's use of the service.

For more information, please visit "Our Privacy Policies" at <https://www.t-mobile.com/privacy-center/our-practices>.

**EXHIBIT B**  
**Emergency Connectivity Fund**  
**Service Provider Invoice (SPI) Affirmation**

T-Mobile U.S. Inc. (NASDAQ: TMUS) America's supercharged Un-carrier, is participating in the Emergency Connectivity Fund (ECF), a \$7.17 billion, federally funded, program that will help schools and libraries close the Homework Gap by providing funding for the reasonable costs of laptop and tablet computers; Wi-Fi hotspots; modems; routers; and broadband connectivity purchases for off-campus use by students, school staff, and library patrons in need during the COVID-19 pandemic.

ECF allows for participating schools and libraries to seek reimbursements for eligible service and equipment either directly from the government (BEAR invoicing method) or by requesting that the service provider invoice the government (SPI invoicing method). T-Mobile is participating in the SPI invoicing method for this program.

**If requested to do so by the school or library, T-Mobile is willing to invoice the federal government rather than the school or library for payment.** You must specify at the application stage which invoicing method you would like to use. If your school or library would like to use the SPI invoicing method, you must also submit evidence of T-Mobile's willingness, and may use this statement as an affirmation that T-Mobile is participating in SPI when completing your Form 471. We affirm our willingness to participate in the SPI invoicing method subject to the following:

Prior to the start of service and receipt of equipment, if any, Customers who select the SPI invoicing method will enter into and execute an applicable T-Mobile services contract for the provision of ECF broadband connectivity services. T-Mobile will file the SPI Form to request reimbursement for the discountable amounts of the ECF eligible equipment and services. Customer is responsible for all charges related to any ineligible equipment and services or services obtained but not contained in the description of the service commitment request or decision. Until the Universal Service Administrative Co. (USAC) has issued a funding commitment, Customer agrees to pay the balance in full as billed by T-Mobile. Customer must elect SPI to be billed only the non-discounted portion. Customer account credits applied may be estimates subject to true-up in a later billing period. Customer is responsible for all charges incurred until and unless ECF funding is approved and disbursed by USAC, at which time Customer will remain responsible for all ineligible services, feature charges, and any other ECF program amounts unfunded, including equipment. Also, Customers who chose the SPI invoicing method should be aware that if ECF funding ends before the term of their services contract, they will be subject to the agreed rate of service for the remainder of the contract, net of any subsidy.

For more information about ECF, please refer to the [FCC ECF](#) or [USAC ECF](#) websites.

**T-Mobile SPIN #:143026181**

**T-Mobile FRN #: 0004121760**

**T-Mobile DUNS #: 06-852-8376**

**T-Mobile Tax ID: 91-1983600**



# Contract Summary of Approval

Contract Group: IT services

Contract Type: Purchase Goods and services

## VENDOR DETAILS

Vendor Name:	T-Mobile
Reason Vendor Selected:	State, Cooperative or Joing Power Contract
Vetted/State/Cooperatives End Date:	Click or tap to enter a date.

## CONTRACT INFORMATION

Contract Purpose:	T-Mobile Hotspots
Contract Description:	Hotspots needed for MPS Remote Learning
Amendment Description:	N/A
Deliverables/Outcomes:	T-Mobile Hotspots
Site(s) Affected:	MPS
Effective Start Date:	09/14/2021
Effective End Date:	1 year (12 months) from date of each service line activation
Contract Manager:	Justin Hennes

## FUNDING INFORMATION

Shopping Cart No.:	1000176075
Contract Value:	\$910,200.00
Original Contract Amount:	\$910,200.00
Accumulative Contract Value:	\$910,200.00
Primary Fund Source:	4201

## APPROVED BY

Kim Ellison	Board Chair		
LEVEL 1 APPROVER	TITLE	SIGNATURE	DATE
Justin Hennes	Sr. Information Officer	<i>Justin Hennes</i>	Aug 20, 2021
LEVEL 2 APPROVER	TITLE	SIGNATURE	DATE

# Summary of Approval - New T-Mobile Contract

Final Audit Report

2021-08-20

Created:	2021-08-20
By:	Abby Wolf (Abby.Wolf@mpls.k12.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-WVjry74j6H51GcvWDYfHifxXE6qIVl-

## "Summary of Approval - New T-Mobile Contract" History

-  Document created by Abby Wolf (Abby.Wolf@mpls.k12.mn.us)  
2021-08-20 - 4:36:59 PM GMT- IP address: 205.215.177.1
-  Document emailed to Justin Hennes (justin.hennes@mpls.k12.mn.us) for signature  
2021-08-20 - 4:37:29 PM GMT
-  Email viewed by Justin Hennes (justin.hennes@mpls.k12.mn.us)  
2021-08-20 - 4:45:32 PM GMT- IP address: 68.47.16.6
-  Document e-signed by Justin Hennes (justin.hennes@mpls.k12.mn.us)  
Signature Date: 2021-08-20 - 4:46:08 PM GMT - Time Source: server- IP address: 68.47.16.6
-  Agreement completed.  
2021-08-20 - 4:46:08 PM GMT



MINNEAPOLIS  
PUBLIC SCHOOLS

Urban Education. Global Citizens.

## **CONTRACT FOR SERVICES – \$25,000 above**

This Contract is entered into between Special School District No. 1, “District”, a special school district created and existing under the laws of Minnesota, and Texhelp “Contractor” (collectively “parties”) to provide Read&Write subscription to Special Education

### **TERM OF CONTRACT**

- 1.1 This Contract is effective on 9/15/2021 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 6/30/2022, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2 Contractor understands that **NO WORK SHOULD BEGIN UNDER THIS CONTRACT** until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District’s Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor’s OWN RISK and as a volunteer.

### **2 SCOPE OF WORK**

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

### **3 CONSIDERATION AND TERMS OF PAYMENT**

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

#### **3.1 Total Obligation**

District’s total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed 106,400. Contractor shall not

receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

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

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

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

### ***3.3 Taxes.***

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

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

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

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

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

#### **4 GENERAL TERMS AND CONDITIONS**

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

#### **5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY**

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

#### **6 BACKGROUND CHECKS**

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

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

## **7 DATA PRIVACY**

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

## **8 OWNERSHIP OF MATERIAL**

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

## **9 USE OF DISTRICT NAME OR LOGO**

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

## **10 INDEPENDENT CONTRACTOR**

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

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

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

## **11 WORKER HEALTH, SAFETY AND TRAINING**

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

## **12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS**

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

## **13 INSURANCE**

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

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

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

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

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

## **14 INDEMNIFICATION**

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

## **15 LIMITATION ON LIABILITY**

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

## **16 CONFLICT OF INTEREST/CODE OF ETHICS**

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

## **17 COMPLIANCE WITH LAWS AND DEBARMENT**

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

## **18 TERMINATION**

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

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

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

## **19 RETURN OF DATA**

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

## **20 RECORDS MANAGEMENT AND MAINTENANCE**

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

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

## 21 NOTICES/ADMINISTRATION

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

### Special School District No. 1

Division: Senior Academic Officer  
Attn: Aimee Fearing  
1250 W Broadway  
Minneapolis, MN 55411  
Email: Aimee.Fearing@mpls.k12.mn.us

### CONTRACTOR

Sophie Platcow  
Phone: 888-248-0652  
Address: 500 Unicorn Park Drive, Woburn, MA 01801  
Email: S.Platcow@texthelp.com

### ACKNOWLEDGMENT

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

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

## **22 NON-WAIVER**

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

## **23 ASSIGNMENT**

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

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

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

## **25 WARRANTY**

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

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

## **26 SEVERABILITY**

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

## **27 SURVIVABILITY**

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

[The remainder of this page intentionally left blank.]

**SPECIAL SCHOOL DISTRICT NO. 1**

Signature: \_\_\_\_\_

Name: Aimee Fearing

(Printed)

Title: Senior Academic Officer

Date: \_\_\_\_\_

**CONTRACTOR NAME**

Signature: 

Name: Jack Dolan

(Printed)

Title: President

Date: September 9, 2021

**Exhibit A:****Deliverables:**

24 month renewable premium Unlimited (Domain-wide) Read&Write subscription for use by all students and staff within the school/district/specified domain, with take home access.

**Service Outcome:**

24 month renewable premium Unlimited (Domain-wide) Read&Write subscription for use by all students and staff within the school/district/specified domain, with take home access.

**Method of Evaluation:**

As approved by MPS Leadership

[The remainder of this page intentionally left blank.]

## EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Click or tap here to enter text.

[The remainder of this page intentionally left blank.]



<b>For Internal Use Only</b> <b>Depts must provide:</b>	
<b>ESAF #</b>	
<b>Chart/Field Account No.</b>	- -
<b>Customer ID #</b>	

<b>For Internal Use Only</b> <b>OES must provide:</b>	
<b>OES Contract #</b>	
<b>Analyst</b>	

## UNIVERSITY OF MINNESOTA SERVICES AGREEMENT

***THIS SERVICES AGREEMENT*** (the “Agreement”) is between the Regents of the University of Minnesota (the “University”), a Minnesota constitutional corporation, and Minneapolis Public Schools (the “Company”). This Agreement is entered into by University through its College in the Schools program.

The parties agree as follows:

**1. Description of Services.** University shall perform the following services for Company:

Enroll Minneapolis Public Schools high school students in College in the Schools sections of University of Minnesota courses that are taught at the high school by high school instructors who have been approved by College in the Schools and the academic department and appointed as teaching specialists in the College of Continuing and Professional Studies.

(“Services”). Reference to Services in this Agreement shall be deemed to include any deliverables provided to Company in connection with the Services, including without limitation, reports, results, materials, products, and information.

**2. Compensation.** For the Services performed under Section 1, Company shall pay University One Hundred Forty-five and 00/100 Dollars (\$145.00), per student registration plus any sales or use tax if applicable.

2.1 The compensation shall be paid in the following manner (check on of the following):

- % upon the signing of this Agreement, with the balance payable monthly after prepayment is applied; or
- monthly, based on completed student registrations in that month.

2.2 Invoices shall be payable net 30 days from date of invoice and sent to:

OSF – Third Party Billing  
Attn: Sheila Rhody  
Room 200 FraserH  
106 Pleasant St SE  
Minneapolis, MN 55455  
Phone No.: 612-624-2928

Email: s-rhod@umn.edu

In the event the compensation is not a fixed firm price for the services, but instead is set forth on an attached schedule and contains published rates, the University reserves the right to modify the fees set forth thereon effective July 1 of each year of this Agreement.

**3. Term.** The term of this Agreement shall commence on **July 1, 2021** (“Effective Date”) and shall expire on **June 30, 2022** unless terminated earlier as provided in Section 4.

**4. Termination.** Either party may terminate this Agreement if the other party (i) fails to perform any material obligation under this Agreement and (ii) does not correct such failure within seven (7) days after having received written notice of such failure. Additionally, either party may terminate this Agreement for its convenience upon thirty (30) days’ prior written notice to the other party. Upon any termination under this Section 4, Company shall promptly pay University for all Services rendered and costs incurred up to and including the effective date of termination.

**5. DISCLAIMER OF WARRANTIES.** UNIVERSITY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION, ORIGINALITY OR ACCURACY OF THE SERVICES PERFORMED OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT. UNIVERSITY EXPRESSLY DISCLAIMS WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

**6. LIMITATION OF LIABILITY FOR BREACH OF CONTRACT.** IN NO EVENT SHALL EITHER PARTY’S LIABILITY FOR BREACH OF THIS AGREEMENT INCLUDE DAMAGES FOR WORK STOPPAGE, LOST DATA, OR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFIT), OF ANY KIND. EXCEPT FOR EACH PARTY’S OBLIGATIONS UNDER SECTIONS 8.1 AND 8.2, EACH PARTY’S LIABILITY TO THE OTHER FOR BREACH OF THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE MONETARY CONSIDERATION PAID TO UNIVERSITY UNDER THIS AGREEMENT.

**7. Use of University Name or Logo.** Company agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with University or the name of any representative of University in any sales promotion work or advertising, or in any form of publicity, without the prior written permission of University in each instance. However, Company may use the name of University in a document required to be filed with, or provided to, any governmental authority or regulatory agency to comply with applicable legal or regulatory requirements. Company agrees to provide University with a copy of any such document.

**8. Indemnification.**

8.1 Each party shall be responsible for its own acts and omissions and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Liability of University is subject to the terms and limitations of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, as amended.

8.2 Each party represents that it has and will continue to have at least the following levels of insurance during the term of this Agreement: (i) as to University, Workers' Compensation in statutory compliance with Minnesota law and General Liability insurance in an amount not less than \$1,000,000 each claim/\$3,000,000 each occurrence; and (ii) as to Company, General Liability insurance in an amount not less than \$1,000,000 each occurrence/\$2,000,000 annual aggregate. Certificates of all insurance detailed above shall be furnished to the other party upon request.

## 9. Export Controls.

9.1 Company shall not convey export-controlled technical data, technology, commodities, or software on the U.S. Munitions List, 22 C.F.R. pt. 121, or the Commerce Control List, 15 C.F.R. pt. 774, to University without the prior written consent of University's Export Controls Officer (J. Patrick Briscoe, [bris0022@umn.edu](mailto:bris0022@umn.edu), 612-625-3860). University shall have the right to decline export controlled information or tasks requiring production of such information. If the Services cannot reasonably be performed without University access to export-controlled items, the Agreement may be terminated by either party for convenience in accordance with Section 4, except that such termination shall occur immediately upon written notice to the other instead of at the end of the 30-day period set forth in Section 4.

9.2 Company represents that the items being procured (a) are not specifically designed or modified for military purposes or specifications, and (b) will not be used in connection with the development or use of any missiles or chemical, biological, or nuclear weapons.

## 10. General Provisions.

10.1 Amendment. This Agreement shall be amended only in writing duly executed by all the parties to this Agreement.

10.2 Assignment. The parties may not assign any rights or obligations of this Agreement without the prior written consent of the other party. Any assignment attempted to be made in violation of this Agreement shall be void.

10.3 Entire Agreement. This Agreement (including all documents attached or referenced) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement cancels, supersedes and revokes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement, including without limitation, any non-disclosure agreements. The terms and conditions of any purchase order or similar document submitted by Company in connection with the services provided under this Agreement shall not be binding upon University.

10.4 Force Majeure. No party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the

control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.

10.5 Governing Law and Jurisdiction. The internal laws of the state of Minnesota shall govern the validity, construction and enforceability of this Agreement, without giving effect to its conflict of laws principles. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be in the courts of Hennepin County, Minnesota.

10.6 Independent Contractor. In the performance of their obligations under this Agreement, the parties shall be independent contractors, and shall have no other legal relationship, including, without limitation, partners, joint ventures, or employees. Each party's employees (i) shall be regarded as the employees of such party and shall not be regarded as the employees of the other party; (ii) shall be subject to the employment policies and procedures of such party and shall not be subject to the employment practices and procedures of the other party; and (iii) shall not be entitled to any employment benefits of the other party. Neither party shall have the right or power to bind the other party and any attempt to enter into an agreement in violation of this Section 10.6 shall be void. Neither party shall take any actions to bind the other party to an agreement.

10.7. Notices. All notices and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally or by a recognized courier service or by United States Mail (first-class, postage pre-paid, certified return receipt requested) to the other party at the following addresses. Such notices and other communications shall be deemed made when delivered; submitted to the courier service; or, with respect to U.S. mail, three days after mailing.

*If to University:*

Attn: Scott Coenen  
Director of Pre-College Programs  
Room 107 Armory  
15 Church St SE  
Minneapolis, MN 55455  
Phone No.: 612-626-7742  
E-mail Address: scoenen@umn.edu

*With a copy to:*

University of Minnesota  
Office of the General Counsel  
Attn: Transactional Law Services Group  
360 McNamara Alumni Center  
200 Oak Street SE  
Minneapolis, MN 55455-2006  
E-Mail: [contracts@mail.ogc.umn.edu](mailto:contracts@mail.ogc.umn.edu)

With a copy to:

University of Minnesota  
Office of External Sales  
295 West Bank Office Building  
11300 South Second Street  
Minneapolis, MN 55454  
E-Mail: [extsales@umn.edu](mailto:extsales@umn.edu)

If to Company:

Minneapolis Public Schools  
Attn: Kelly McQuillan  
1250 W Broadway St  
Minneapolis, MN 55411  
Phone No.: 612.668.5303  
E-mail Address: [kelly.mcquillan@mpls.k12.mn.us](mailto:kelly.mcquillan@mpls.k12.mn.us)

10.8 Taxes and Similar Fees. In addition to the payment obligation in Section 2, Company is responsible for the payment of any and all income, sales, use, consumption, value added, excise, custom duties or other taxes and similar fees in connection with this Agreement, levied or required to be withheld from payment(s) to University by any taxing authority or any other body having jurisdiction under any present or future laws. To the extent that Company is required to withhold or deduct taxes or similar fees on any payment to be made to University, then the amount payable shall be increased by the amount that will result in University receiving a net payment in the amount it would have received absent such withholding or deduction. If University is required to pay any of such fees and/or taxes or any related penalties or interest, then any such payments shall be reimbursed to University by Company.

10.9. Breach; Attorneys' Fees. In the event it fails to perform any of its obligations under this Agreement, Company shall reimburse University for all University's costs and expenses (including reasonable attorneys' fees, court costs, and costs of investigation) to enforce this Agreement, regardless of whether a suit or action had been commenced or concluded.

10.10. Survival. Upon termination or expiration of this Agreement, Sections 2, 5, 6, 7, 8, 9, and 10 shall survive.

**IN WITNESS WHEREOF**, the parties have entered into the Agreement as of the dates indicated below. Each individual signing below represents that they have the authority to bind the party on whose behalf they are signing.

**Regents of the University of Minnesota**

**Minneapolis Public Schools**

By: Scott Coenen  
Name: Scott Coenen  
Title: Director, Pre-College Programs  
Date: 9/2/2021

By: \_\_\_\_\_  
Name: Aimee Fearing  
Title: Senior Academics Officer  
Date: \_\_\_\_\_



## 2021-2022 RESOLUTION FOR MEMBERSHIP IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE

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

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

**Minneapolis Edison**

**Heritage Academy**

**Minneapolis Patrick Henry**

**Minneapolis South**

**Minneapolis Washburn**

**FAIR**

**Minneapolis North**

**Minneapolis Roosevelt**

**Minneapolis Southwest**

**Wellstone International**

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

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

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

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

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

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

Signed: **Click or tap here to enter text.**  
(Clerk/Secretary - Local Governing Board)

Signed: **Click or tap here to enter text.**  
(Superintendent or Head of School)

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

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

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

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

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

## 2021-2022 RESOLUTION FOR MEMBERSHIP

The following is taken from the MSHSL Constitution:

### 208.00 LOCAL CONTROL

#### 208.01 Designated School Representatives

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

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

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

#### 208.02 Designated Activity Representatives

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

#### 208.03 Local Advisory Committee

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

Name of School: **Minneapolis Edison**

### 208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

Designated School Board Member: **Jennifer Arneson**

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

Designated School Representative: **Brett McNeal**

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

### 208.02 ACTIVITY REPRESENTATIVES

Boys Sports: **Brett McNeal**

Girls Sports: **Brett McNeal**

Speech: **TBD**

Music: **Rebecca Totzke**

\*Mailing Representative: **Brett McNeal**

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

### 208.03 LOCAL ADVISORY COMMITTEE MEMBERS

Board Member: **Jennifer Arneson**

Student: **TBD**

Parent: **TBD**

Faculty Member: **Brett McNeal**

**Please complete and submit this form with your school's 2021-2022 Resolution for Membership to [mshsl\\_info@mshsl.org](mailto:mshsl_info@mshsl.org) If the school board is responsible for more than one (1) high school, please complete a form for EACH high school.**

## 2021-2022 RESOLUTION FOR MEMBERSHIP

The following is taken from the MSHSL Constitution:

### 208.00 LOCAL CONTROL

#### 208.01 Designated School Representatives

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

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

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

#### 208.02 Designated Activity Representatives

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

#### 208.03 Local Advisory Committee

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

Name of School: **FAIR**

### 208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

Designated School Board Member: **Adriana Cerrillo**

Email Address: **Adriana.Cerrillo@mpls.k12.mn.us**

Designated School Representative: **Kenneth Maxey**

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

### 208.02 ACTIVITY REPRESENTATIVES

Boys Sports: **Kenneth Maxey**

Girls Sports: **Kenneth Maxey**

Speech: **TBD**

Music: **TBD**

\*Mailing Representative: **Kenneth Maxey**

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

### 208.03 LOCAL ADVISORY COMMITTEE MEMBERS

Board Member: **Adriana Cerrillo**

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

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

Faculty Member: **Kenneth Maxey**

**Please complete and submit this form with your school's 2021-2022 Resolution for Membership to [mshsl\\_info@mshsl.org](mailto:mshsl_info@mshsl.org) If the school board is responsible for more than one (1) high school, please complete a form for EACH high school.**

**Submit this form to [mshsl\\_info@mshsl.org](mailto:mshsl_info@mshsl.org)**

**2100 Freeway Boulevard, Brooklyn Center, Minnesota 55430-1735 | (763) 560-2262 | [www.mshsl.org](http://www.mshsl.org)**

## 2021-2022 RESOLUTION FOR MEMBERSHIP

The following is taken from the MSHSL Constitution:

### 208.00 LOCAL CONTROL

#### 208.01 Designated School Representatives

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

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

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

#### 208.02 Designated Activity Representatives

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

#### 208.03 Local Advisory Committee

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

Name of School: **Heritage Academy**

### 208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

Designated School Board Member: **Kim Ellison**

Email Address: **Kim.Ellison@mpls.k12.mn.us**

Designated School Representative: **Adam Flanders**

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

### 208.02 ACTIVITY REPRESENTATIVES

Boys Sports: **Adam Flanders**

Girls Sports: **Adam Flanders**

Speech: **TBD**

Music: **TBD**

\*Mailing Representative: **Adam Flanders**

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

### 208.03 LOCAL ADVISORY COMMITTEE MEMBERS

Board Member: **Kim Ellison**

Student: **TBD**

Parent: **TBD**

Faculty Member: **Adam Flanders**

**Please complete and submit this form with your school's 2021-2022 Resolution for Membership to [mshsl\\_info@mshsl.org](mailto:mshsl_info@mshsl.org) If the school board is responsible for more than one (1) high school, please complete a form for EACH high school.**

**Submit this form to [mshsl\\_info@mshsl.org](mailto:mshsl_info@mshsl.org)**

**2100 Freeway Boulevard, Brooklyn Center, Minnesota 55430-1735 | (763) 560-2262 | [www.mshsl.org](http://www.mshsl.org)**

## 2021-2022 RESOLUTION FOR MEMBERSHIP

The following is taken from the MSHSL Constitution:

### 208.00 LOCAL CONTROL

#### 208.01 Designated School Representatives

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

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

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

#### 208.02 Designated Activity Representatives

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

#### 208.03 Local Advisory Committee

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

Name of School: **Minneapolis North**

### 208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

Designated School Board Member: **Sharon El-Amin**

Email Address: **Sharon.El-Amin@mpls.k12.mn.us**

Designated School Representative: **Kale Severson**

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

### 208.02 ACTIVITY REPRESENTATIVES

Boys Sports: **Kale Severson**

Girls Sports: **Kale Severson**

Speech: **TBD**

Music: **TBD**

\*Mailing Representative: **Kale Severson**

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

### 208.03 LOCAL ADVISORY COMMITTEE MEMBERS

Board Member: **Sharon El-Amin**

Student: **TBD**

Parent: **TBD**

Faculty Member: **Kale Severson**

**Please complete and submit this form with your school's 2021-2022 Resolution for Membership to [mshsl\\_info@mshsl.org](mailto:mshsl_info@mshsl.org) If the school board is responsible for more than one (1) high school, please complete a form for EACH high school.**

**Submit this form to [mshsl\\_info@mshsl.org](mailto:mshsl_info@mshsl.org)**

**2100 Freeway Boulevard, Brooklyn Center, Minnesota 55430-1735 | (763) 560-2262 | [www.mshsl.org](http://www.mshsl.org)**

**2021-2022 RESOLUTION FOR MEMBERSHIP**

2021-0044

The following is taken from the MSHSL Constitution:

**208.00 LOCAL CONTROL**

**208.01 Designated School Representatives**

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

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

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

**208.02 Designated Activity Representatives**

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

**208.03 Local Advisory Committee**

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

Name of School: **Minneapolis Patrick Henry**

**208.01 VOTE ON BEHALF OF THE HIGH SCHOOL**

Designated School Board Member: **Kimberly Caprini**

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

Designated School Representative: **Kenneth Maxey**

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

**208.02 ACTIVITY REPRESENTATIVES**

Boys Sports: **Kenneth Maxey**

Girls Sports: **Kenneth Maxey**

Speech: **TBD**

Music: **Elizabeth Kotek**

\*Mailing Representative: **Kenneth Maxey**

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

**208.03 LOCAL ADVISORY COMMITTEE MEMBERS**

Board Member: **Kimberly Caprini**

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

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

Faculty Member: **Kenneth Maxey**

**Please complete and submit this form with your school's 2021-2022 Resolution for Membership to [mshsl\\_info@mshsl.org](mailto:mshsl_info@mshsl.org) If the school board is responsible for more than one (1) high school, please complete a form for EACH high school.**

**Submit this form to [mshsl\\_info@mshsl.org](mailto:mshsl_info@mshsl.org)**

**2100 Freeway Boulevard, Brooklyn Center, Minnesota 55430-1735 | (763) 560-2262 | [www.mshsl.org](http://www.mshsl.org)**

**2021-2022 RESOLUTION FOR MEMBERSHIP**

2021-0044

The following is taken from the MSHSL Constitution:

**208.00 LOCAL CONTROL**

**208.01 Designated School Representatives**

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

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

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

**208.02 Designated Activity Representatives**

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

**208.03 Local Advisory Committee**

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

Name of School: **Minneapolis South**

**208.01 VOTE ON BEHALF OF THE HIGH SCHOOL**

Designated School Board Member: **Siad Ali**

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

Designated School Representative: **Amy Cardarelle**

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

**208.02 ACTIVITY REPRESENTATIVES**

Boys Sports: **Amy Cardarelle**

Girls Sports: **Amy Cardarelle**

Speech: **Chris Stinson**

Music: **Erick Sayre**

\*Mailing Representative: **Amy Cardarelle**

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

**208.03 LOCAL ADVISORY COMMITTEE MEMBERS**

Board Member: **Siad Ali**

Student: **TBD**

Parent: **TBD**

Faculty Member: **Amy Cardarelle**

**Please complete and submit this form with your school's 2021-2022 Resolution for Membership to [mshsl\\_info@mshsl.org](mailto:mshsl_info@mshsl.org) If the school board is responsible for more than one (1) high school, please complete a form for EACH high school.**

**Submit this form to [mshsl\\_info@mshsl.org](mailto:mshsl_info@mshsl.org)**

**2100 Freeway Boulevard, Brooklyn Center, Minnesota 55430-1735 | (763) 560-2262 | [www.mshsl.org](http://www.mshsl.org)**

## 2021-2022 RESOLUTION FOR MEMBERSHIP

The following is taken from the MSHSL Constitution:

### 208.00 LOCAL CONTROL

#### 208.01 Designated School Representatives

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

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

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

#### 208.02 Designated Activity Representatives

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

#### 208.03 Local Advisory Committee

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

Name of School: **Minneapolis Roosevelt**

### 208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

Designated School Board Member: **Nelson Inz**

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

Designated School Representative: **Adam Flanders**

Email Address: **Adam.flanders@mpls.k12.mn.us**

### 208.02 ACTIVITY REPRESENTATIVES

Boys Sports: **Adam Flanders**

Girls Sports: **Adam Flanders**

Speech: **TBD**

Music: **Nick Wilson**

\*Mailing Representative: **Adam.flanders@mpls.k12.mn.us**

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

### 208.03 LOCAL ADVISORY COMMITTEE MEMBERS

Board Member: **Nelson Inz**

Student: **Dennis Holte**

Parent: **Christine Walker**

Faculty Member: **Adam Flanders**

**Please complete and submit this form with your school's 2021-2022 Resolution for Membership to [mshsl\\_info@mshsl.org](mailto:mshsl_info@mshsl.org) If the school board is responsible for more than one (1) high school, please complete a form for EACH high school.**

**Submit this form to [mshsl\\_info@mshsl.org](mailto:mshsl_info@mshsl.org)**

**2100 Freeway Boulevard, Brooklyn Center, Minnesota 55430-1735 | (763) 560-2262 | [www.mshsl.org](http://www.mshsl.org)**

## 2021-2022 RESOLUTION FOR MEMBERSHIP

The following is taken from the MSHSL Constitution:

### 208.00 LOCAL CONTROL

#### 208.01 Designated School Representatives

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

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

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

#### 208.02 Designated Activity Representatives

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

#### 208.03 Local Advisory Committee

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

Name of School: **Minneapolis Southwest**

### 208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

Designated School Board Member: **Ira Jourdain**

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

Designated School Representative: **Robert Hollway**

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

### 208.02 ACTIVITY REPRESENTATIVES

Boys Sports: **Robert Hollway**

Girls Sports: **Robert Hollway**

Speech: **TBD**

Music: **Reid Wilson**

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

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

### 208.03 LOCAL ADVISORY COMMITTEE MEMBERS

Board Member: **Ira Jourdain**

Student: **TBD**

Parent: **TBD**

Faculty Member: **Robert Hollway**

**Please complete and submit this form with your school's 2021-2022 Resolution for Membership to [mshsl\\_info@mshsl.org](mailto:mshsl_info@mshsl.org) If the school board is responsible for more than one (1) high school, please complete a form for EACH high school.**

**Submit this form to [mshsl\\_info@mshsl.org](mailto:mshsl_info@mshsl.org)**

**2100 Freeway Boulevard, Brooklyn Center, Minnesota 55430-1735 | (763) 560-2262 | [www.mshsl.org](http://www.mshsl.org)**

## 2021-2022 RESOLUTION FOR MEMBERSHIP

The following is taken from the MSHSL Constitution:

### 208.00 LOCAL CONTROL

#### 208.01 Designated School Representatives

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

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

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

#### 208.02 Designated Activity Representatives

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

#### 208.03 Local Advisory Committee

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

Name of School: **Minneapolis Washburn**

### 208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

Designated School Board Member: **Ira Jourdain**

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

Designated School Representative: **Giovan Jenkins**

Email Address: **Giovan.Jenkins@mpls.k12.mn.us**

### 208.02 ACTIVITY REPRESENTATIVES

Boys Sports: **Giovan Jenkins**

Girls Sports: **Giovan Jenkins**

Speech: **TBD**

Music: **Tim Martin**

\*Mailing Representative: **Giovan Jenkins**

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

### 208.03 LOCAL ADVISORY COMMITTEE MEMBERS

Board Member: **Ira Jourdain**

Student: **TBD**

Parent: **TBD**

Faculty Member: **Giovan Jenkins**

**Please complete and submit this form with your school's 2021-2022 Resolution for Membership to [mshsl\\_info@mshsl.org](mailto:mshsl_info@mshsl.org) If the school board is responsible for more than one (1) high school, please complete a form for EACH high school.**

**Submit this form to [mshsl\\_info@mshsl.org](mailto:mshsl_info@mshsl.org)**

**2100 Freeway Boulevard, Brooklyn Center, Minnesota 55430-1735 | (763) 560-2262 | [www.mshsl.org](http://www.mshsl.org)**

## 2021-2022 RESOLUTION FOR MEMBERSHIP

The following is taken from the MSHSL Constitution:

### 208.00 LOCAL CONTROL

#### 208.01 Designated School Representatives

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

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

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

#### 208.02 Designated Activity Representatives

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

#### 208.03 Local Advisory Committee

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

Name of School: **Wellstone International**

### 208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

Designated School Board Member: **Josh Pauly**

Email Address: **Josh.Pauly@mpls.k12.mn.us**

Designated School Representative: **Amy Cardarelle** Click or tap here to enter text.

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

### 208.02 ACTIVITY REPRESENTATIVES

Boys Sports: **Amy Cardarelle**

Girls Sports: **Amy Cardarelle**

Speech: **TBD**

Music: **TBD**

\*Mailing Representative **Amy Cardarelle** Click or tap here to enter text.

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

### 208.03 LOCAL ADVISORY COMMITTEE MEMBERS

Board Member: **Josh Pauly**

Student: **TBD**

Parent: **TBD**

Faculty Member: **Amy Cardarelle**

**Please complete and submit this form with your school's 2021-2022 Resolution for Membership to [mshsl\\_info@mshsl.org](mailto:mshsl_info@mshsl.org) If the school board is responsible for more than one (1) high school, please complete a form for EACH high school.**

**Submit this form to [mshsl\\_info@mshsl.org](mailto:mshsl_info@mshsl.org)  
2100 Freeway Boulevard, Brooklyn Center, Minnesota 55430-1735 | (763) 560-2262 | [www.mshsl.org](http://www.mshsl.org)**

**Application for DISSOLUTION of Cooperative Sponsorship**

**Deadline: Not later than the first day of practice for that sport season.**  
**PLEASE SEE BYLAW 403.2 (A-C) and 403.4 (A-D) (amended May 15, 2017) FOR INFORMATION REGARDING REQUIRED DOCUMENTATION AND APPLICATION PROCEDURE**

The governing boards of each participating school must jointly make application for dissolution of cooperative sponsorship.

On behalf of the following schools, we hereby apply for dissolution of the cooperative sponsorship of

**All Athletic Sports Activities** beginning with the **2021 - 2022** school year.  
 (activity) (boys' or girls') (Adapted-CI or PI)

List **ALL** schools included in the cooperative sponsorship. *Attach another form if necessary.*

	School	City
High School #1:	Edison High School	Minneapolis
High School #2:	Heritage Academy High School	Minneapolis
High School #3:		
High School #4:		

**2.** Has the school board of each member school of the existing co-op approved a resolution to dissolve the co-op?

- Yes** A copy of the resolution approved by the school board of each member school, stating the reason to dissolve the co-op, MUST be included with this application.
- No** DO NOT SUBMIT this application until a resolution, stating the reason to dissolve the existing co-op, has been approved by the school board of each member school.

**2.** Please circle appropriate letter.

	<u>Member School</u>		<u>Reason for the Dissolution</u>
High School #1	A <b>B XXX</b> C	A.	Our school is dropping the activity.
High School #2	A      B      C XXX	B.	Our school will sponsor this activity without a cooperative sponsorship.
High School #3	A      B      C	C.	Our school will sponsor this activity as part of a new cooperative sponsorship. Please submit an Application for Cooperative Sponsorship for the new co-p.
High School #4	A      B      C		

**Signature of the person duly authorized by the member school to act on behalf of the member school.**

High School #1:	 <small>Eryn Warne (Aug 13, 2021 09:51 CDT)</small>	
	Designated School Representative	Principal Title of the Designated School Representative
High School #2:	 <small>Michael Luseni (Aug 26, 2021 11:03 CDT)</small>	
	Designated School Representative	Principal Title of the Designated School Representative
High School #3:		
	Designated School Representative	Title of the Designated School Representative
High School #4:		
	Designated School Representative	Title of the Designated School Representative

**Official Action of the MSHSL Board of Directors**

- Approved                       Not Approved

Signature: \_\_\_\_\_  
 MSHSL Executive Director

Date: \_\_\_\_\_

# dissolution-of-cooperative-sponsorship (1)

Final Audit Report

2021-08-26

Created:	2021-08-13
By:	Brett McNeal (brett.mcneal@mpls.k12.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvdyri6xzdi1Zhi4KWv_Np30nC3qqFsal

## "dissolution-of-cooperative-sponsorship (1)" History

-  Document created by Brett McNeal (brett.mcneal@mpls.k12.mn.us)  
2021-08-13 - 2:04:58 PM GMT- IP address: 205.215.175.145
-  Document emailed to Eryn Warne (eryn.warne@mpls.k12.mn.us) for signature  
2021-08-13 - 2:05:48 PM GMT
-  Email viewed by Eryn Warne (eryn.warne@mpls.k12.mn.us)  
2021-08-13 - 2:08:20 PM GMT- IP address: 205.215.175.145
-  Document e-signed by Eryn Warne (eryn.warne@mpls.k12.mn.us)  
Signature Date: 2021-08-13 - 2:51:09 PM GMT - Time Source: server- IP address: 205.215.175.145
-  Document emailed to Michael Luseni (michael.luseni@mpls.k12.mn.us) for signature  
2021-08-13 - 2:51:11 PM GMT
-  Email viewed by Michael Luseni (michael.luseni@mpls.k12.mn.us)  
2021-08-16 - 9:15:48 PM GMT- IP address: 205.215.175.108
-  Document e-signed by Michael Luseni (michael.luseni@mpls.k12.mn.us)  
Signature Date: 2021-08-26 - 4:03:47 PM GMT - Time Source: server- IP address: 205.215.175.108
-  Agreement completed.  
2021-08-26 - 4:03:47 PM GMT

## Application for Cooperative Sponsorship

Deadline: Not later than the first day of practice for that sport season.

The governing boards of each participating school must jointly make application for cooperative sponsorship.

On behalf of the following schools, we hereby apply for cooperative sponsorship of Girls Soccer beginning with the 20 21 - 20 22 school year. (activity/ies) (if applicable, indicate boys/girls)

List **ALL** schools included in the cooperative sponsorship. *Attach another sheet if necessary.*

	School	Enrollment (10-12)*	City	Administrative Region**	Competitive Section**
High School #1:	MPLS Henry	675	Minneapolis	6AA	5A
High School #2:	MPLS North	294	Minneapolis	4A	5A
High School #3:	MPLS Edison	676	Minneapolis	6AA	5AA
High School #4:					

\*Enrollment reported to the State of Minnesota on October 1 of the previous school year.

\*\*Current (Number and Class)

1. Do any of the above schools belong to a conference in this activity?  
 **Yes** -- This application must include a review and comments from the conference(s) of which the schools are members.  
 **No**

2. Do any of the above schools currently have a cooperative agreement in this activity?  
 **Yes** -- An application for dissolution must be submitted for the existing agreement.  
 **No**

3. Describe the conditions which have prompted your request to co-sponsor this activity (see model resolution at [www.mshsl.org/About MSHSL/Membership Information: A History & Model Resolution for School Boards](http://www.mshsl.org/About_MSHSL/Membership_Information:_A_History_&_Model_Resolution_for_School_Boards))

*Each school doesn't meet the minimum requirements of participants to support a team.*

4. List the number of students, by grade level, who participated in this activity during the previous year. If the school did not sponsor the program last year, indicate the number of students expected to participate in this cooperatively-sponsored activity this year if approved.

	7th	8th	9th	10th	11th	12th
High School #1			2	4	5	
High School #2						
High School #3			1	4	4	8
High School #4						

5. Team Identification: (Indicate how cooped schools should be identified in tournament programs): Henry, Edison, North

6. Host School (school that will receive revenue share check): Patrick Henry High School

Board of Education (or designee)	School	Date
Signed _____	_____	_____

**Official Action of the MSHSL Board of Directors**  
 Approved       Not Approved

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 MSHSL Executive Director

## Application for Cooperative Sponsorship

Deadline: Not later than the first day of practice for that sport season.

The governing boards of each participating school must jointly make application for cooperative sponsorship.

On behalf of the following schools, we hereby apply for cooperative sponsorship of Boys Soccer beginning with the 20 21 - 20 22 school year. (activity/ies) (if applicable, indicate boys/girls)

List **ALL** schools included in the cooperative sponsorship. *Attach another sheet if necessary.*

	School	Enrollment (10-12)*	City	Administrative Region**	Competitive Section**
High School #1:	MPLS Henry	675	Minneapolis	6AA	5A
High School #2:	MPLS North	294	Minneapolis	4A	5A
High School #3:					
High School #4:					

\*Enrollment reported to the State of Minnesota on October 1 of the previous school year.

\*\*Current (Number and Class)

1. Do any of the above schools belong to a conference in this activity?  
 **Yes** -- This application must include a review and comments from the conference(s) of which the schools are members.  
 **No**

2. Do any of the above schools currently have a cooperative agreement in this activity?  
 **Yes** -- An application for dissolution must be submitted for the existing agreement.  
 **No**

3. Describe the conditions which have prompted your request to co-sponsor this activity (see model resolution at [www.mshsl.org/About/MSHSL/Membership Information: A History & Model Resolution for School Boards](http://www.mshsl.org/About/MSHSL/Membership%20Information%20A%20History%20&%20Model%20Resolution%20for%20School%20Boards))

*Each school doesn't meet the minimum requirements of participants to support a team.*

4. List the number of students, by grade level, who participated in this activity during the previous year. *If the school did not sponsor the program last year, indicate the number of students expected to participate in this cooperatively-sponsored activity this year if approved.*

	7th	8th	9th	10th	11th	12th
High School #1			2	5	6	
High School #2						
High School #3						
High School #4						

5. Team Identification: (Indicate how cooped schools should be identified in tournament programs): Henry, North

6. Host School (school that will receive revenue share check): Patrick Henry High School

**Board of Education (or designee)**

**School**

**Date**

Signed \_\_\_\_\_  
 Signed \_\_\_\_\_  
 Signed \_\_\_\_\_  
 Signed \_\_\_\_\_

**Official Action of the MSHSL Board of Directors**

\_\_\_\_\_ Approved

\_\_\_\_\_ Not Approved

Signature: \_\_\_\_\_  
 MSHSL Executive Director

Date: \_\_\_\_\_

**Application for Cooperative Sponsorship**

**Deadline: Not later than 30 days prior to the first day of practice for that sport season.**  
 PLEASE SEE BYLAW 403.2 (A-C) and 403.4 (A-D) (amended May 15, 2017) FOR INFORMATION REGARDING REQUIRED DOCUMENTATION AND APPLICATION PROCEDURE

The governing boards of each participating school must jointly make application for cooperative sponsorship.

On behalf of the following schools, we hereby apply for cooperative sponsorship of     **All boys and girls sports**      
 beginning with the **20\_21\_** - **20\_22\_** school year. (activity) (boys' or girls') (Adapted-CI or PI)

List **ALL** schools included in the cooperative sponsorship. *Attach another form if necessary.*

	School	Enrollment (9-12)*	City	Administrative Region**	Competitive Section**
High School #1:	Roosevelt High School	1,000	Minneapolis	6AA	
High School #2:	Heritage Academy	10	Minneapolis	4A	

\*Enrollment reported to the State of Minnesota on October 1 of the previous school year.

\*\*Current (Number and Class)

- Do any of the above schools belong to a conference in this activity?  
 **Yes** This application must include a review and comments from the conference(s) of which the schools are members.  
 **No**
- Do any of the above schools currently have a cooperative agreement in this activity?  
 **Yes** An application for dissolution must be submitted for the existing agreement.  
 **No**
- Describe the conditions which have prompted your request to co-sponsor this activity. (See model resolution at [www.mshsl.org/About/MSHSL/Membership Information: A History & Model Resolution for School Boards](http://www.mshsl.org/About/MSHSL/Membership%20Information%20A%20History%20&%20Model%20Resolution%20for%20School%20Boards))

**MPS ISD School District #1 is moving to start a new sponsorship with Roosevelt High School and Heritage Academy**

- List the number of students, by grade level, who participated in this activity during the previous year. *If the school did not sponsor the program last year, indicate the number of students expected to participate in this cooperatively-sponsored activity this year if approved.*

	7th	8th	9th	10th	11th	12th
High School #1			5 Football	11 Football	8 Football	13 Football
			9 boys Soccer	10 boys Soccer	13 boys Soccer	9 boys Soccer
			7 Girls soccer	13 Girls soccer	8 Girls soccer	7 Girls soccer
			8 Volleyball	10 Volleyball	3 Volleyball	4 Volleyball
			4 Swimming	4 Swimming	4 Swimming	1 Swimming
			9 Boys Basketball	5 Boys Basketball	5 Boys Basketball	8 Boys Basketball
High School #2				2 boys basketball		2 boys basketball
High School #3						
High School #4						

- Team Identification: (Indicate how cooped schools should be identified in tournament programs): **Roosevelt/Heritage**
- Team Colors: Maroon and Gold \_\_\_\_\_ Team Mascot: TEDDIES
- Host School (school that will receive revenue share check): Roosevelt High School

Board of Education (or designee)	School	Date
Signed <u></u>	<u>Roosevelt HS</u>	<u>8/20/2021</u>
Signed _____	_____	_____
Signed _____	_____	_____

Signed \_\_\_\_\_

**Official Action of the MSHSL Board of Directors**

Approved

Not Approved

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

MSHSL Executive Director

**Minnesota State High School League**  
 2100 Freeway Blvd., Brooklyn Center, MN 55430-1735  
 763-560-2262, Fax: 763.569.0499

**Application for DISSOLUTION of Cooperative Sponsorship**

**Deadline: Not later than the first day of practice for that sport season.**  
 PLEASE SEE BYLAW 403.2 (A-C) and 403.4 (A-D) (amended May 15, 2017) FOR INFORMATION REGARDING REQUIRED DOCUMENTATION AND APPLICATION PROCEDURE

The governing boards of each participating school must jointly make application for dissolution of cooperative sponsorship.

On behalf of the following schools, we hereby apply for dissolution of the cooperative sponsorship of

All Athletics Boys and Girls beginning with the 20\_21 - 20\_22 school year.  
 (activity) (boys' or girls') (Adapted-CI or PI)

List **ALL** schools included in the cooperative sponsorship. *Attach another form if necessary.*

	School	City
High School #1:	Roosevelt High School	Minneapolis
High School #2:	Wellstone High School	Minneapolis
High School #3:		
High School #4:		

1. Has the school board of each member school of the existing co-op approved a resolution to dissolve the co-op?

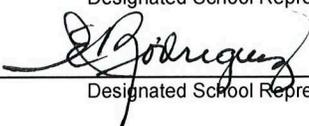
- Yes** A copy of the resolution approved by the school board of each member school, stating the reason to dissolve the co-op, MUST be included with this application.  
 **No** DO NOT SUBMIT this application until a resolution, stating the reason to dissolve the existing co-op, has been approved by the school board of each member school.

*District Changing CO-OPS*

2. Please circle appropriate letter.

	Member School				Reason for the Dissolution	
High School #1	A	B	C		A.	Our school is dropping the activity.
High School #2	A	B	C		B.	Our school will sponsor this activity without a cooperative sponsorship.
High School #3	A	B	C		<b>C.</b>	Our school will sponsor this activity as part of a new cooperative sponsorship. Please submit an Application for Cooperative Sponsorship for the new co-p.
High School #4	A	B	C			

**Signature of the person duly authorized by the member school to act on behalf of the member school.**

High School #1:	 _____ Designated School Representative	<u>Roosevelt H.S. Athletic Director</u> _____ Title of the Designated School Representative
High School #2:	 _____ Designated School Representative	<u>Wellstone Int. H.S. Principal</u> _____ Title of the Designated School Representative
High School #3:	_____ Designated School Representative	_____ Title of the Designated School Representative
High School #4:	_____ Designated School Representative	_____ Title of the Designated School Representative

**Official Action of the MSHSL Board of Directors**

- Approved  Not Approved

Signature: \_\_\_\_\_  
 MSHSL Executive Director

Date: \_\_\_\_\_

**Application for Cooperative Sponsorship**

**Deadline: Not later than 30 days prior to the first day of practice for that sport season.**  
 PLEASE SEE BYLAW 403.2 (A-C) and 403.4 (A-D) (amended May 15, 2017) FOR INFORMATION REGARDING REQUIRED DOCUMENTATION AND APPLICATION PROCEDURE

The governing boards of each participating school must jointly make application for cooperative sponsorship.

On behalf of the following schools, we hereby apply for cooperative sponsorship of **All Activities Boys and Girls and Adapted**

beginning with the **2021** \_\_\_\_\_ - **2022** \_\_\_\_\_ school year. (activity) (boys' or girls') (Adapted-CI or PI)

List **ALL** schools included in the cooperative sponsorship. *Attach another form if necessary.*

	School	Enrollment (9-12)*	City	Administrative Region**	Competitive Section**
High School #1:	Minneapolis South	1,300	Minneapolis	6AA	6AA
High School #2:	Wellstone	84	Minneapolis	N/A	N/A
High School #3:					
High School #4:					

\*Enrollment reported to the State of Minnesota on October 1 of the previous school year.

\*\*Current (Number and Class)

- Do any of the above schools belong to a conference in this activity?  
 **Yes** This application must include a review and comments from the conference(s) of which the schools are members.  
 **No**
- Do any of the above schools currently have a cooperative agreement in this activity?  
 **Yes** An application for dissolution must be submitted for the existing agreement.  
 **No**
- Describe the conditions which have prompted your request to co-sponsor this activity. (See model resolution at [www.mshsl.org/About MSHSL/Membership Information: A History & Model Resolution for School Boards](http://www.mshsl.org/About_MSHSL/Membership_Information:_A_History_&_Model_Resolution_for_School_Boards))
- List the number of students, by grade level, who participated in this activity during the previous year. *If the school did not sponsor the program last year, indicate the number of students expected to participate in this cooperatively-sponsored activity this year if approved.*

	7th	8th	9th	10th	11th	12th
High School #1	2	7	115	149	146	92
High School #2						
High School #3						
High School #4						

- Team Identification: (Indicate how cooped schools should be identified in tournament programs): South - Wellstone \_\_\_\_\_
- Team Colors: \_\_\_\_\_ Orange and Black \_\_\_\_\_ Team Mascot: \_\_\_\_\_ Tigers \_\_\_\_\_
- Host School (school that will receive revenue share check: South \_\_\_\_\_)

Board of Education (or designee)	School	Date
Signed _____	_____	_____

**Official Action of the MSHSL Board of Directors**

- Approved                       Not Approved

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## LEASE AGREEMENT

This Lease Agreement (“Lease”) is made and entered into by and between Special School District No. 1, a public body corporate and politic under the laws of the State of Minnesota (“Landlord”) and the **County of Hennepin**, a public body corporate and politic under the laws of the State of Minnesota (“Tenant”).

**1. LEASED PREMISES.** Landlord does hereby lease to Tenant and Tenant does hereby take from Landlord one or multiple sites, which are located at one or multiple facilities/properties each owned by Landlord (individually and collectively, the “Leased Premises”). Each site that Tenant leases from Landlord pursuant to this Lease is listed and described on the attached Exhibit A.

**2. TERM; EARLY TERMINATION.**

(A) Term and Expiration. The term of this Lease shall commence on **October 1, 2021** and shall expire on **September 30, 2026**, or such earlier date as provided herein.

(B) Early Termination. This Lease may, or Tenant’s lease of any individual site listed on Exhibit A may, be cancelled with or without cause by either party upon 45 days’ written notice. Any site that is listed on Exhibit A is subject to immediate cancellation by Landlord or Tenant if the health and welfare of clients or any individual is placed at risk.

**3. RENT.** No rent shall be charged by Landlord under this Lease. As consideration for use of the Leased Premises, Tenant will be operating medical clinics at the Leased Premises that provide a variety of acute and preventative health care services to Landlord’s students and nearby residents. The operation of these medical clinics by Tenant is considered to be a mutual public health benefit to Tenant and Landlord.

**4. USE RESTRICTIONS.**

(A) The Leased Premises must only be used by Tenant as facilities for Tenant’s medical clinic operations. Tenant must not occupy the Leased Premises during any weather-related school cancellations by Landlord. Tenant must comply with all applicable laws, ordinances, governmental regulations, and Landlord’s policies and rules in using the Leased Premises. Tenant shall not do anything in or about the Leased Premises which would in any way impair or invalidate the obligation of the insurer under any policy of insurance required by this Lease.

(B) Tenant shall not place or permit signs on the exterior or that are visible from the exterior of the Leased Premises, on the exterior of the building in which the Leased Premises is located, or elsewhere on the property in which the Leased Premises is located, unless otherwise approved in writing by Landlord.

(C) In the event of an emergency, as determined by Landlord in its sole discretion, Landlord shall have the right and privilege to enter and use any of the Leased Premises for the duration of the emergency. Following Landlord’s emergency use of the Leased Premises,

possession of the Leased Premises shall be returned to Tenant. Landlord reserves the right to close some or all of the Leased Premises due to inclement weather or maintenance or repair of the Leased Premises. Landlord will attempt to provide reasonable advance notice to Tenant of such closure, however, due to emergency circumstances such as weather conditions, advance notice of the closure may not be feasible.

(D) Tenant and its officials, employees, agents, contractors, and invitees may use the bathrooms on the Leased Premises during the operating hours of the buildings in which the Leased Premises are located.

(E) Tenant must implement a COVID-19 plan for its use of the Leased Premises and submit the plan to Landlord prior to the commencement date of this Lease. Tenant's COVID-19 plan must cover all aspects of COVID-19, including, but not limited to, testing, contact tracing, and staff and student health and safety precautions being taken by Tenant with respect to the Leased Premises and Tenant's operations. Tenant must not allow anyone into the buildings on the Leased Premises if they are exhibiting symptoms of COVID-19. Masks are required to be worn inside of the Leased Premises and all of Landlord's facilities of which the Leased Premises are a part and Tenant and its invitees must comply with this requirement for the entire term of this Lease unless Landlord removes this requirement. Landlord may immediately terminate this Lease if Tenant fails to follow any of the requirements set forth in this paragraph.

**5. ENVIRONMENTAL.** Tenant agrees that throughout the term of the Lease, it shall not use the Leased Premises for the storage, handling, transportation, or disposal of any Hazardous Substances. "Hazardous Substances" for purposes of this Lease shall be interpreted broadly to include, but not be limited to, any material or substance that is defined, regulated or classified under any Environmental Law or other applicable federal, state or local laws and the regulations promulgated thereunder as: (i) a "hazardous substance" pursuant to section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601(14), the Federal Water Pollution Control Act, 33 U.S.C. §1321(14), as now or hereafter amended; (ii) a "hazardous waste" pursuant to Section 1004 or Section 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6903(5), 6921, as now or hereafter amended; (iii) toxic pollutant under section 307(a)(1) of the Federal Water Pollution Control Act, 33 U.S.C. §1317(a)(1) as now or hereafter amended; (iv) a "hazardous air pollutant" under Section 112 of the Clean Air Act, 42 U.S.C. §7412(a)(6), as now or hereafter amended; (v) a "hazardous material" under the Hazardous Materials Transportation Uniform Safety Act of 1990, 49 U.S.C. §5102(2), as now or hereafter amended; (vi) toxic or hazardous pursuant to regulations promulgated now or hereafter under the aforementioned laws or any state or local counterpart to any of the aforementioned laws; or (vii) presenting a risk to human health or the environment under other applicable federal, state or local laws, ordinances or regulations, as now or as may be passed or promulgated in the future. "Hazardous Substances" shall also mean any substance that after release into the environment or upon exposure, ingestion, inhalation or assimilation, either directly from the environment or directly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer or genetic abnormalities and specifically includes, but is not limited to, asbestos, polychlorinated biphenyls ("PCBs"), radioactive materials, including radon and naturally occurring radio nuclides, natural gas, natural gas liquids, liquefied natural gas, synthetic gas, oil, petroleum and petroleum-based derivatives and urea formaldehyde.

**6. UTILITIES AND TAXES.** Landlord shall pay all charges for all utilities, including water, sewer, gas, electric, garbage and refuse removal, Internet service, and cable/satellite television services to the Leased Premises. Landlord shall be responsible for paying all taxes, special assessments, or similar charges which are assessed, levied, charged, or imposed by any public authority upon the Leased Premises.

**7. MAINTENANCE AND REPAIR OF THE PROPERTY.** Landlord shall maintain the Leased Premises and the facilities and ground of which the Leased Premises are a part in a safe and sanitary condition, free from debris, ice, and snow. Landlord shall be responsible for the operation, maintenance, and security of the Leased Premises, all wages, salaries, and related expenses of all on-site employees engaged in these activities, and all supplies and materials used in its operation and maintenance of the Leased Premises. Landlord shall be responsible for charges rendered under any maintenance and service agreements for the Leased Premises and the equipment therein and administrative costs for services that are directly connected to the operation of the Leased Premises. Landlord shall be responsible for any and all maintenance costs related to public areas of the buildings in which the Leased Premises are located, including all bathrooms, hallways, entrances, sidewalks, landscaping, parking lots, driveways, and service areas.

Tenant shall, at all times throughout the term of this Lease, and at its sole expense, clean, keep the Leased Premises and fixtures in at least as good condition as existed on the date of this Lease, reasonable wear and tear excepted. Tenant shall not allow any liens or encumbrances to be placed on the Leased Premises.

**8. CONDITION OF LEASED PREMISES.** Tenant agrees that by executing this Lease that it is accepting the Leased Premises in its present condition "AS IS" and that Landlord has made and makes no representations or warranty of any kind about the condition of the Leased Premises or its fitness for Tenant's use. Tenant agrees that it will return the Leased Premises to the condition found at the commencement of this Lease, reasonable wear and tear excepted.

**9. ALTERATION OR IMPROVEMENT OF THE LEASED PREMISES.** Tenant may make alterations or improvements in or to the Leased Premises upon obtaining Landlord's prior written consent. Any approved alterations or improvements shall be made at Tenant's expense unless Landlord has agreed to pay for them. If an improvement or alteration is authorized by Landlord, the parties shall execute an amendment to this Lease that includes an improvement schedule that includes a description of the improvement or alteration, the value of the improvement or alteration and the date that the improvement or alteration was made. Any alterations or improvements made to the Leased Premises during the term of this Lease shall become the sole property of Landlord upon termination or expiration of the Lease term.

**10. INDEMNIFICATION; COVENANTS TO DEFEND AND HOLD HARMLESS.** Tenant shall hold Landlord and its officials, employees, contractors, and agents harmless from and indemnify and defend Landlord against any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorneys' fees, arising in any manner from Tenant's use, improvement, and occupancy of the Leased Premises, or relating to the death or bodily injury to any person or damage to any personal property present on or located in or upon

the Leased Premises, including the person and personal property of Tenant's employees, officials, agents, and contractors and all other persons in or upon the Leased Premises at Tenant's invitation or sufferance. All personal property kept, maintained, or stored on the Leased Premises shall be kept, maintained, or stored at the sole risk of Tenant. Tenant agrees to pay all sums of money in respect of any labor, service, materials, supplies, or equipment furnished or alleged to have been furnished to Tenant in or about the Leased Premises, and not furnished on order of Landlord.

Landlord shall defend, indemnify, and hold Tenant, its officials, agents, employees, and contractors harmless from and against any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any negligent act or willful misconduct of Landlord, its officials, employees, contractors, and agents related to Landlord's obligations that are to be performed pursuant to this Lease.

Nothing herein shall be deemed a waiver of the limitations of liability, defenses, exceptions to liability, and immunities set forth in Minnesota Statutes Sections 466.02 and 466.04, or other applicable law, such limitations on liability, defenses, exceptions to liability and immunities being expressly reserved herein.

Nothing in this Lease shall be deemed to limit Landlord's right to have access to the Leased Premises, or to exercise its remedies under the Lease, or to make applications to a governmental entity with respect to the Leased Premises, or to protest taxes or assessments related to the Leased Premises, or to take other similar action with respect to the Leased Premises as a responsible landlord would elect.

## **11. CASUALTY INSURANCE AND WAIVERS OF CLAIMS.**

(A) Personal Property Insurance: Tenant shall carry insurance or self-insure for the full insurable value of Tenant's supplies, materials, furnishings, vehicles, equipment, and all other items of personal property of Tenant located on or within the Leased Premises

(B) Liability Insurance. Tenant will entertain such claims in amount not more than \$500,000 per claimant for death, bodily injury, personal injury, property loss, and damages and \$1,500,000 for total personal injury, bodily injury, property loss and damages arising from any one occurrence or limits which may be subsequently established in Minnesota Statutes Section 466.04. Tenant warrants that it is self-insured and is able to comply with the foregoing indemnification and insurance coverage requirements. Landlord will have and keep in force liability insurance with a per occurrence limit of not less than \$500,000 per claimant for death, bodily injury, personal injury, property loss, and damages, and \$1,500,000 for total personal injury, bodily injury, property losses and damages arising from any one occurrence or limits which may be subsequently established in Minnesota Statutes Section 466.04.

(C) Fire, Windstorm, and Extended Coverage. Tenant may, at its expense, procure fire, windstorm, and extended coverage insurance on the Leased Premises. The policy will include a "waiver of subrogation" clause so long as such clauses are legally enforceable and permissible in Minnesota. Tenant and Landlord hereby mutually waive subrogation for damages to property so long as such waivers are enforceable and permissible in Minnesota.

(D) Property Insurance. Landlord agrees, at all times during the term of this Lease, that it will purchase and maintain in force a policy or policies of property insurance against such perils as are usually included in “All-risk” policies. The policy is to include a “waiver of subrogation” endorsement.

**12. QUIET ENJOYMENT.** Landlord warrants that it has full right to execute and to perform this Lease and to grant the rights contained herein, and that Tenant, upon its performance of all of the terms, conditions, covenants and agreements on its part to be observed and performed under this Lease and notwithstanding the use restrictions set forth in paragraph 4 of this Lease and Landlord’s shared use of some of the Leased Premises as detailed on Exhibit A may peaceably and quietly enjoy the Leased Premises subject to the terms and conditions of this Lease.

**13. ASSIGNMENT OR SUBLETTING.** Tenant shall not sublet any portion of the Leased Premises or transfer or assign this Lease without obtaining the prior written consent of Landlord. Landlord’s right to assign this Lease is and shall remain unqualified.

**14. SALE OR ENCUMBRANCE OF THE PROPERTY.** If Landlord sells or otherwise voluntarily conveys the Leased Premises during the term of this Lease, this Lease shall terminate.

**15. HOLDING OVER.** If Tenant remains in possession of the Leased Premises after the expiration or termination of this Lease, it shall be deemed to be occupying the Leased Premises as a tenant at sufferance, subject to all the conditions, provisions, and obligations of this Lease insofar as the same can be applicable to a tenancy at sufferance.

**16. SURRENDER.** Upon expiration or termination of this Lease, Tenant shall peaceably surrender the Leased Premises and remove all debris and personal property from the Leased Premises. Tenant shall not remove any of the immovable fixtures. Tenant shall be conclusively deemed to have abandoned any personal property not removed prior to the effective date of the termination of this Lease or Tenant’s surrender of the Leased Premises. All debris and personal property may be disposed of by Landlord. Tenant shall be responsible for any disposal costs.

**17. ACCESS TO PROPERTY.** Tenant agrees to permit Landlord and the authorized representatives of Landlord to enter the Leased Premises at all times during usual business hours (upon 24 hours’ notice to Tenant) for the purpose of inspecting the same and conducting such maintenance and repairs to the Leased Premises as may be desired by Landlord. In the event of a bona fide emergency, Landlord need not provide notice to Tenant if doing so would be impractical.

**18. DEFAULT OF TENANT.**

(A) Events of Default: The occurrence of any one or more of the following events shall constitute an Event of Default:

(1) Tenant’s failure to operate a medical clinic at the Leased Premises for a period of 60 school days between the months of September and May of each year;

(2) Tenant's failure to maintain the insurance required herein, which failure remains uncured for 15 days following the written notice to Tenant of Tenant's failure to perform such obligation;

(3) Tenant's attempt to sublet any portion of the Leased Premises, or assign its interest under this Lease without the written permission of Landlord; or

(4) Tenant's failure to fully perform any of its obligations, other than the obligations referenced in subsections (1), (2) or (3) above, which failure remains uncured for 30 days following Landlord's written notice to Tenant of its failure to perform such obligation.

(B) Landlord's Remedies: If an Event of Default occurs, Landlord shall have the following remedies:

(1) Landlord may, but shall not be obligated to, and without notice to or demand upon Tenant and without waiving or releasing Tenant from any obligations of Tenant under this Lease, pay or perform any obligations of Tenant; pay any cost or expense to be paid by Tenant; obtain any insurance coverage and pay premiums therefor; and make any other payment or perform any other act on the part of Tenant to be made and performed as provided for in this Lease, in such manner and to such extent as Landlord may deem desirable, and in exercising any such right, may also pay all necessary and incidental costs and expenses, employ counsel and incur and pay attorneys' fees.

(2) Neither the passage of time after the occurrence of an Event of Default nor Landlord's exercise of any other remedy with regard to such Event of Default shall limit Landlord's right to terminate the Lease by written notice to Tenant.

(3) Landlord may, whether or not Landlord has elected to terminate this Lease, immediately commence summary proceedings in unlawful detainer to recover possession of the Leased Premises. In the event of the issuance of a writ of restitution in such proceeding, upon Landlord's reentry upon and repossession of the Leased Premises, Landlord may remove Tenant and all other persons from the Leased Premises (subject to Tenant's right and responsibility to remove its personal property pursuant to paragraph 16). In the event Landlord reenters the Leased Premises pursuant to this paragraph and Tenant fails to remove its personal property within the time period provided in paragraph 16, all items of personal property not removed by Tenant within said period shall be deemed abandoned, and title thereto shall transfer to Landlord at the expiration of such period or, upon Tenant's vacation of the Leased Premises. These items may be disposed of by Landlord. Tenant shall be responsible for all disposal costs.

(4) In addition to all other remedies of Landlord, Landlord shall be entitled to reimbursement upon demand of all reasonable attorneys' fees which Landlord incurs in connection with any Event of Default.

(5) Landlord may initiate legal proceedings to enforce the provisions of this Lease.

No remedy provided for herein or elsewhere in this Lease or otherwise available to Landlord by law, statute, or equity, shall be exclusive of any other remedy, but all such remedies shall be cumulative and may be exercised from time to time and as often as the occasion may arise.

**19. DAMAGE OR DESTRUCTION.** If any of the Leased Premises is damaged or destroyed, Landlord has no obligation to repair or rebuild the Leased Premises and may instead opt to terminate this Lease or amend this Lease so that it no longer includes that facility.

**20. GENERAL.**

(A) Relationship of Landlord and Tenant: The Lease does not create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, the sole relationships between the parties hereto being that of landlord and tenant under this Lease.

(B) Waiver: No waiver of Landlord's remedies upon the occurrence of an Event of Default shall be implied from any omission by Landlord to take any action on account of such Event of Default, and no express waiver shall affect any Event of Default other than the Event of Default specified in the express waiver and such an express waiver shall be effective only for the time and to the extent expressly stated. One or more waivers by Landlord shall not then be construed as a waiver of a subsequent Event of Default.

(C) Choice of Law: The laws of the State of Minnesota shall govern the validity, performance, and enforcement of this Lease.

(D) Time: Time is of the essence in the performance of all obligations under this Lease.

(E) Notices and Demands. Except as otherwise expressly provided in this Lease, any notice, demand, or other communication under the Lease any related document by either party to the other shall be sufficiently given or delivered if it is dispatched by certified mail, return receipt requested or delivered personally to:

(1) in the case of Tenant: Hennepin County  
300 South Sixth Street  
Minneapolis, MN 55487  
Attn: Manager, Land Management Division

(2) in the case of Landlord: Minneapolis Public Schools  
Special School District No. 1  
1250 West Broadway Avenue  
Minneapolis, MN 55411  
Attn: Real Estate Office

With a copy to:

General Counsel  
Minneapolis Public Schools  
1250 West Broadway Avenue  
Minneapolis, MN 55411

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph 20.

(G) Entire Agreement and Amendment: This Lease constitutes the entire agreement between Landlord and Tenant affecting the Leased Premises and there are no other agreements, either oral or written, between the parties other than said documents and as are herein set forth. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and executed in the same form and manner in which this Lease is executed. If Tenant either leases an additional site from Landlord or vacates a site listed on Exhibit A, this Lease will need to be amended and Exhibit A replaced.

(H) Successors and Assigns: The terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

(I) Severability. Each provision of this Lease is intended to be severable. If a provision of this Lease is held by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity will not affect the validity of the remainder of this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have caused these presents to be executed in form and manner sufficient to bind them at law, as of the day and year first above written.

**COUNTY OF HENNEPIN**

**Reviewed by the County Attorney's Office:**

By: \_\_\_\_\_  
Sr. Assistant County Attorney

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: County Administrator

Date: \_\_\_\_\_

**Reviewed by:**

**SPECIAL SCHOOL DISTRICT NO. 1**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**Descriptions of the Leased Premises**

1. North High  
1500 James Avenue N.  
Minneapolis, MN 55411

“Leased Premises” for the purposes of this property are Rooms 310 and 311 shared with Landlord and exclusive use of Rooms 312 and 315.

2. Harrison Education Center  
501 Irving Avenue N.  
Minneapolis, MN 55405

“Leased Premises” for the purposes of this property is Room 170D.

3. River Bend (Harry W. Davis)  
1510 Glenwood Avenue  
Minneapolis, MN 55405

“Leased Premises” for the purposes of this property are Rooms 167 and 168.

4. Anwatin Middle School  
256 Upton Avenue S.  
Minneapolis, MN 55405

“Leased Premises” for the purposes of this property is Room 511.

5. Olson Middle School  
1607 51<sup>st</sup> Avenue N.  
Minneapolis, MN 55430

“Leased Premises” for the purposes of this property is the Main Office Room.

6. Franklin Middle School  
1501 Aldrich Avenue N.  
Minneapolis, MN 55411

“Leased Premises” for the purposes of this property is Room 128.

## LICENSE AGREEMENT

This License Agreement (“Agreement”) is entered into by and between Minneapolis Public Schools, Special School District No. 1, a special school district created and existing under Minnesota law (“Licensor”), and Twin Cities Adaptive Cycling, a Minnesota nonprofit corporation (“Licensee”). Licensor and Licensee may sometimes be referred to in this Agreement individually as a “party” or collectively as the “parties.”

This Agreement is effective as of the date of the last signature of the parties (“Effective Date”) and shall remain in effect until the expiration of the Term (as defined in Section 2(a)), or the termination of this Agreement, whichever occurs first. Each party shall have a continuing obligation, after the expiration of the Term or earlier termination of this Agreement (as applicable), to comply with any provision of this Agreement that is intended to survive the completion, expiration, or termination of this Agreement, as expressly forth herein.

### BACKGROUND

- A. Licensor owns Anne Sullivan Communications School on real property located at the address of 3100 E. 28<sup>th</sup> St., Minneapolis, MN 55406 (“Property”) an aerial view of which is attached hereto as Exhibit A-1 and incorporated by reference into this Agreement.
- B. Licensee wants to obtain from Licensor privileges to access a portion of the Property (“Premises”) for purposes of performing Licensee’s adaptive cycling services for students of Licensor and the general public; the Premises is designated on the site diagram attached to this Agreement as Exhibit A-2 and incorporated by reference into this Agreement.
- C. Licensor is willing to grant such privileges to Licensee upon the terms and conditions contained in this Agreement.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, Licensor and Licensee agree as follows:

#### **1. License, Permitted Use, Reservation of Rights, and Improvement**

(a) Subject to the terms and conditions of this Agreement, Licensor grants to Licensee non-exclusive revocable license (“License”) permitting Licensee:

- (1) to place and maintain two shipping containers on the Premises and;
- (2) to conduct adaptive cycling services (i.e. training, bikeshare, and related activities) for Licensor students and other participants of Licensee’s services using the area shown on Exhibit A-2, and;
- (3) non-exclusive use of the driveways and drive surfaces for ingress and egress on and across the Property to gain access to the Premises.

- (b) Licensee may access and use the Premises for the sole purpose of performing the Permitted Use. Any change to the Permitted Use (adaptive cycling) will require the prior consent of the Licensor, which consent will be at the Licensor's sole discretion.
  
- (c) Licensor reserves the right to, in its sole discretion and at any time during the "Term" (as defined in Section 2(a)): (a) temporarily close off all or any portion of the Premises for alteration, maintenance or other similar purposes; and (b) enter the Premises at any time and on any occasion without any restrictions whatsoever and use the Premises for its own purposes, provided that such entry and use do not materially and adversely interfere with Licensee's exercise of the rights granted to it in this Agreement. Licensor's exercise of its rights under this Section 1(c) will neither constitute a breach of this Agreement nor result in any penalty against Licensor. Licensor, as they are able in exercising the rights under this Section 1(c), will notify Licensee 24 hours in advance.
  
- (d) Following execution of this Agreement, Licensor shall contract for the installation of a concrete slab on the Premises, as set forth on Exhibit A-2 (the "Concrete Improvement"). Following completion of the Concrete Improvement, Licensee shall reimburse Licensor for the construction cost of the Concrete Improvement that exceeds Licensor's budget related thereto (the "Reimbursed Amount"), provided, however, such Reimbursed Amount shall not exceed \$4,000.

## **2. Term, Termination and Surrender of Premises.**

- (a) The term of this Agreement and thus the License will begin on the Effective Date and be in force for an initial term of 3 years ("Term") and will automatically renew upon the same terms and conditions for 2 successive periods of 3 years each (each 3-year period, "Renewal Term").
  
- (b) Notwithstanding Section 2(a), either party may terminate this Agreement at any time during the Term or any Renewal Term by giving 90 days' notice of termination to the other party. Expiration or termination of this Agreement will also mean expiration or termination of the License.
  
- (c) Licensee will, at its own cost and expense, immediately vacate the Premises upon the expiration or termination of this Agreement and deliver the Premises to Licensor free of all debris, garbage and personal property, and in substantially the same condition as the Premises was in as of the Effective Date, reasonable wear and tear excepted. Licensee shall not be obligated to restore or remove the Concrete Improvement. Licensee will be required to remove any and all storage containers from the Premises. If the storage containers are not removed within 30 days of expiration or termination of this Agreement, Licensor will contract for removal.

## **3. Fees.** Licensee will pay \$0.00 in license fees in connection with the License.

#### **4. Applicable Laws, Rules and Access and Security Requirements.**

- (a) Licensee will comply with and observe all applicable laws, ordinances, requirements, codes, orders, decisions, rules and regulations of applicable state, municipal, county, federal or other governmental authorities (collectively, "Applicable Laws") relating to Licensee's use of the Premises, Property and Parking Lot, its duties and obligations under this Agreement, its presence on the Parking Lot, Property and Premises and its exercise of its rights and obligations under this Agreement.
- (b) Licensee will comply with and observe the following rules (collectively, "Rules"): (i) only Licensee's owned or leased vehicles, and vehicles belonging to staff, volunteers, student or other participants are permitted to be parked on the Premises, Parking Lot; (ii) Licensee is prohibited from undertaking the following actions or uses upon the Parking Lot, Property or Premises: storing, maintaining or otherwise introducing any hazardous substances or materials, whether inside or outside; and storing, maintaining or otherwise introducing any combustible or flammable substances or any material or substance prohibited by regulation, ordinance or law; (iii) Licensee will not use the Premises for any unlawful purpose or in a manner which, in Licensor's sole discretion, Licensor deems offensive; (iv) Licensee will not store any trash, rubbish or garbage on the Premises; and (v) Licensee will not permit offensive odors, noises or other undesirable effects to emanate from the Premises.
- (c) Licensee will have access to the Premises 24 hours per day, 7 days per week. Licensor does not furnish, will not furnish and is under no obligation to furnish any security services or equipment whatsoever in, on or around the Property, Parking Lot or Premises, including security guards, lighting or alarms. Licensee is solely responsible for the safety, care, and protection of any such property stored in or on such premises. Licensee will comply with Licensor's requirements, rules and regulations regarding Licensee's access to the Property, Parking Lot and Premises, and regarding security at the Property, Parking Lot and Premises ("Access and Security Requirements"), such Access and Security Requirements being listed on Exhibit B attached to and incorporated by reference into this Agreement. In addition to the Access and Security Requirements listed on Exhibit B, Licensee will not bring weapons on the Premises, including firearms.
- (d) Licensor may, in Licensor's sole discretion, supplement or amend the Rules or Access and Security Requirements from time to time, and Licensor will give reasonable notice to Licensee of such supplemented or amended Rules or Access and Security Requirements, and Licensee will comply with the same as permissible by law.
- (e) As allowable by law, Licensee will indemnify, hold harmless and defend Licensor, Licensor's parent, subsidiaries and affiliates and their respective directors, officers, employees and agents (Licensor and the foregoing, each a "Licensor Indemnitee") from and against any and all claims, suits, liens, actions, damages, penalties, assessments, fines, losses, liabilities, costs, expenses, fees (including reasonable attorneys' fees through appeal) (collectively, "Damages"), for a claim against a Licensor Indemnitee arising from or related to Licensee's failure to comply with any of Applicable Laws, Rules and Access and Security Requirements. Licensee's obligations under this Section 4(e) will survive the expiration or termination of this Agreement.

5. **Custody.** Licensor will not be deemed to have or to have created a bailment of, custody of, care of or control over any motor vehicles in the Premises, or of and over any property located in or on those vehicles, and Licensor will not be deemed to have or to have created temporary or permanent dominion or control over any such vehicles or property.
6. **Disclaimer of Warranties.** Licensee acknowledges that Licensor or anyone on Licensor's behalf has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties or any kind or character whatsoever, whether express or implied, oral or written, present or future, of, as, to, concerning or with respect to: (a) the value, nature, quality, physical or other condition of the Premises, Property and Parking Lot; (b) the suitability of the Premises, Property and Parking Lot for any activities and uses which Licensee may or plans to conduct on the Premises, Property and Parking Lot; (c) the compliance of or by the Premises, Property, Parking Lot or their operation with any laws, rules, ordinances, orders, decisions or regulations or any applicable governmental authority or body; (d) the habitability, merchantability or fitness for a particular purpose of the Premises, Property and Parking Lot; (e) the manner or quality of the construction or materials incorporated into the Premises, Property and Parking Lot; (f) the manner, quality, state or repair or lack of repair of the Premises, Property and Parking Lot; and (g) any other matter with respect to the Premises, Property and Parking Lot, and specifically, that Licensor has not made, does not make and specifically disclaims any representations regarding compliance with any environmental, protection, pollution, land use, zoning, development or impact laws, rules, regulations, orders, decisions or requirements.
7. **Insurance.** Throughout the Term, Licensee must obtain and maintain insurance with financially reputable insurers that are licensed to do business in the State of Minnesota (or a program of self-insurance) as required herein: (a) commercial general liability with respect to the Premises and Property. Licensee will furnish to Licensor evidence of the insurance required herein prior to the execution of this Agreement and annually upon renewal.
8. **Default and Remedies.** The failure of a party to perform any of its obligations under this Agreement that continues for a period of 15 days following the non-performing party's receipt of notice of non-performance from the other party will constitute a default. However, if the non-performance cannot reasonably be cured within the 15-day period, it will not be a default under this Agreement if the non-performing party commences action to cure the non-performance within the 15-day period and proceeds with due diligence to fully cure the non-performance, but in no event will the non-performing party have more than 45 days from its receipt of notice of non-performance to fully cure the non-performance. In the event of a default, the non-defaulting party may resort to the termination of this Agreement, as well as any other remedies to which it is entitled under this Agreement, at law or in equity. All remedies to which a party is entitled are cumulative and are not exclusive of other remedies to which a party may be entitled. Use of one or more remedies does not bar the use of any other remedy.
9. **Sublicense and Assignment.**
  - (a) Licensee will neither voluntarily, involuntarily or by operation of law assign all or part of this Agreement, nor grant any sublicense regarding the Premises, without the prior consent of Licensor in each instance, which consent will be in Licensor's sole discretion, but not unreasonably withheld.

- 10. Maintenance.** At all times which Licensee operates from the Premises (generally, April to October weather permitted), Licensee will be solely responsible at its own cost and expense for (a) repairing and replacing (as reasonably necessary) any damage to the Premises and any improvements on the Premises caused by the acts of Licensee, its staff, volunteers, student or other participants (or resulting from such parties use thereof); and (b) maintaining the Premises and any improvements on the Premises in a proper and reasonably safe condition, including conducting snow removal, sweeping, repairs, striping, and removal of graffiti or deleterious objects from the storage containers or Concrete Improvement. Notwithstanding the foregoing, Licensor will be solely responsible at its own cost and expense for repairing and replacing (as reasonably necessary) any damage to the Concrete Improvement resulting from normal wear and tear (e.g. cracking, spalling and surface damage) if such damage impairs the use of the Premises.
- 11. Notice.** Whenever any notice, consent, approval, request, demand or authorization and the like (collectively, "Notice") is required or permitted under this Agreement, the same must be in writing. Notice must be delivered by certified mail, return receipt requested, postage prepaid or by a nationally recognized overnight delivery service to the parties at the following addresses:

**If Notice to Licensor:-**

Minneapolis Public Schools  
Facilities Department-Real Estate  
1250 West Broadway Avenue  
Minneapolis, MN 55411

With a copy at the same time and in the same manner to:

Minneapolis Public Schools  
Legal Counsel  
1250 West Broadway Avenue  
Minneapolis, MN 55411

**If Notice to Licensee**

Twin Cities Adaptive Cycling  
Attn: Caito Bowles-Roth, Executive Director  
4536 29<sup>th</sup> Ave S  
Minneapolis, MN 55406

With a copy at the same time and in the same manner to:

Cozen O'Connor  
Attn: Edgar Rapoport  
33 South Sixth Street, Suite 3800  
Minneapolis, MN 55402

Notice will be deemed effective on the date shown on the return receipt if Notice is given by certified mail or the confirmation of delivery form if Notice is given by overnight courier service. Rejection or refusal to accept or the inability to deliver because of a changed address for which no Notice was given will be deemed to be receipt of the Notice as of the date of rejection, refusal or inability to deliver. Either party may change its address in Section 10 by giving Notice of address change to the other party in the manner for giving Notice prescribed in Section 10.

- 12. Waiver of Jury Trial.** The parties irrevocably and unconditionally waive their right to a jury trial in any court action arising among the parties under this Agreement, whether made by claim, counterclaim, third-party claim or otherwise. This waiver of jury trial is binding on the parties and their respective successors and assigns and will survive the expiration or termination of this Agreement.
- 13. Miscellaneous.** (a) This Agreement contains all of the promises, agreements, conditions and understandings between the parties concerning the subject matter of this Agreement, and there are no oral agreements or understandings between the parties affecting this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings (oral or written), if any, between the parties with respect to the subject matter of this Agreement; (b) except for Licensor's rights concerning amending or supplementing the Rules and Access and Security Requirements as set forth in Section 4(d), and except as may be otherwise expressly allowed under this Agreement, no amendment, change or addition to this Agreement will be binding upon the parties unless it is in writing and signed by the parties; (c) the waiver by a party of any breach of any term, agreement or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, agreement or condition; (d) no agreement, term or condition of this Agreement will be deemed to have been waived unless the waiver is in writing signed by the party charged with the waiver; (e) no payment by Licensee or receipt of payment by Licensor of payment of a lesser amount than the Monthly License Fee will be deemed to be other than on account, and no endorsement or statement on any check or on any letter accompanying any check will be deemed an accord and satisfaction; and (f) if any term, covenant, agreement or condition of this Agreement or the application of the same to any person or circumstance is to any extent held invalid or unenforceable, the remainder of this Agreement or the application of that term, covenant, agreement or condition to any person or circumstance other than those as to which it is held invalid or unenforceable will not be affected, and each such unaffected term, covenant, agreement or condition of this Agreement will be valid and enforced to the fullest extent permitted by law; and (g) all of the recitals and exhibits to this Agreement are incorporated into and made a part hereof as though set forth at length herein.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have executed this Agreement as of the date set forth below.

“LICENSOR”

Board of Education of Special School District, No. 1, Minneapolis Public Schools, a special school district and existing pursuant to the laws of the State of Minnesota

By: \_\_\_\_\_

Printed Name Karen DeVet

Title: Senior Operations Officer

Date: \_\_\_\_\_

“LICENSEE”

TWIN CITIES ADAPTIVE CYCLING

By:  \_\_\_\_\_

Printed Name: Caito Bowles-Roth

Title: Executive Director

Date: 9-2-2021

**EXHIBIT A-1**

**PROPERTY**

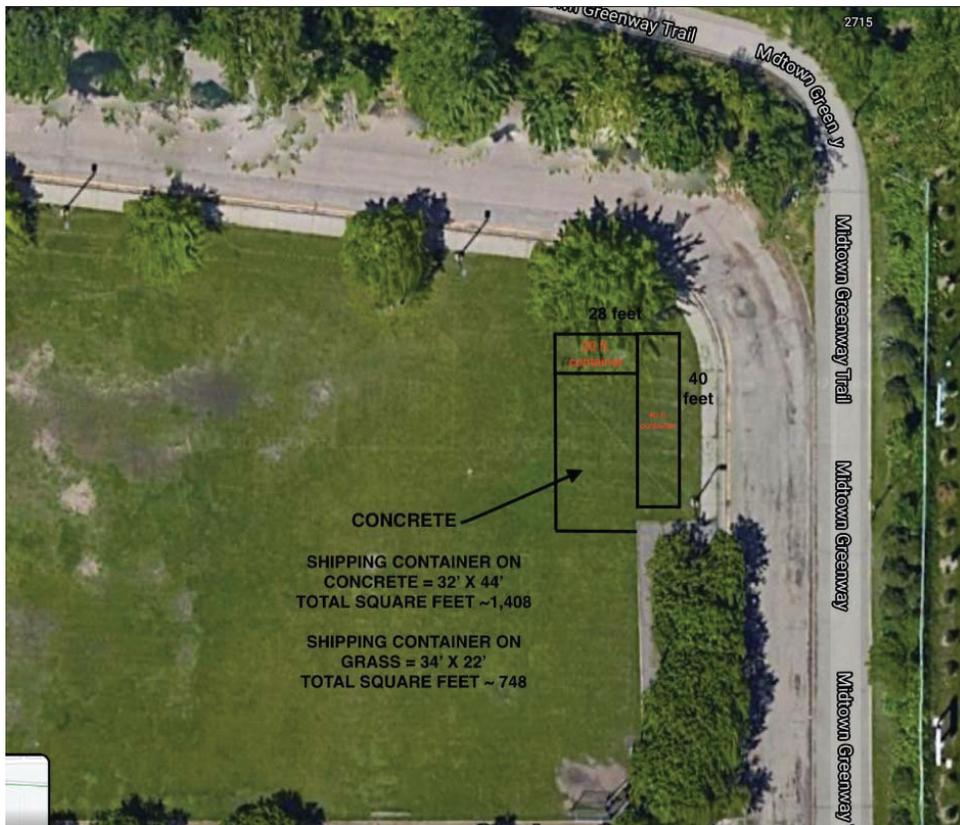


# EXHIBIT A-2

## PREMISES



as indicated in the drawing below



## **EXHIBIT B**

### **ACCESS AND SECURITY REQUIREMENTS**

1. Licensee may access and use the Premises for the sole purpose of performing the Permitted Use
2. Licensee is the only key holder and the only party who will have direct access into the containers.
3. Licensee will have access to the Premises 24 hours per day, 7 days per week.
4. Students and general public may access the Premises via the schools parking lot.

**SPECIAL SCHOOL DISTRICT NO. 1  
Board of Education**

September 14, 2021

**RESOLUTION TO APPROVE THE CERTIFICATION OF PROPOSED PROPERTY TAX LEVIES  
2021 PAYABLE 2022**

**WHEREAS**, Minnesota Statutes, section 275.065, subdivision 1(b), requires each district to certify its proposed levy to the county auditor on or before September 30<sup>th</sup> of each year; and

**WHEREAS**, final levy certification will be determined at the December 14<sup>th</sup> Board meeting that will include public comments on the levy starting at 6:00 p.m.; and

**WHEREAS**, the Senior Financial Officer recommends that the maximum preliminary levy certification be approved by the Board and communicated to the County and to the Minnesota Department of Education.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that the Board of Directors of Special School District No. 1 approves the preliminary 2021 payable 2022 property tax levy at the maximum amount defined on the Levy Limitation and Certification Report.

Signed by:

\_\_\_\_\_  
Kim Ellison  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Josh Pauly  
Clerk

\_\_\_\_\_  
Date

SPECIAL SCHOOL DISTRICT NO. 1  
Board of Education

September 14, 2021

**Resolution Accepting the Elementary and Secondary School Emergency Relief Fund/American Rescue Plan Grant**

**WHEREAS** to help navigate through and support the eventual recovery from the COVID-19 pandemic, the federal government has provided historic levels of funding for schools; and

**WHEREAS** spending recommendations were developed using multiple factors, including School Board budget values, community feedback, Comprehensive District Design goals, and state and federal guidance; and

**WHEREAS** a stakeholder advisory committee has been consulted and provided feedback on the process and spending priority categories; and

**WHEREAS** the School Board supports the proposed framework and parameters for investing these funds.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of Special School District No. 1 hereby authorizes the Superintendent of Schools to accept the federal ESSER III grant fund and to submit the application in accordance with established requirements and deadlines; and

**FINALLY, BE IT RESOLVED** that the Superintendent shall provide regular progress updates on the use of the funds and, as necessary, bring forward budget amendments for approval.

Signed by:

\_\_\_\_\_  
Kim Ellison  
Board of Education Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Josh Pauly  
Board of Education Clerk

\_\_\_\_\_  
Date

SPECIAL SCHOOL DISTRICT NO. 1  
Board of Education

September 14, 2021

**Authorizing a COVID-19 Vaccination Requirement for Employees and Certain Contractors, Partners and Volunteers**

**WHEREAS** The Centers for Disease Control and Prevention (“CDC”) and the Minnesota Department of Health (“MDH”) have determined that the COVID-19 pandemic is currently ongoing and may remain ongoing for an unknown amount of time; and

**WHEREAS** the CDC has recommended both vaccination and regular testing as effective ways to stop the spread of the virus; and

**WHEREAS** the Superintendent has reviewed current CDC, MDE, and MDH requirements and guidance for each; and

**WHEREAS** based upon the consideration of these factors, the Superintendent has recommended to the Board that all employees, and those contractors, volunteers and partners with direct student contact, be vaccinated against COVID-19 or submit to regular testing.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of Special School District No. 1, hereby directs and grants necessary authorization to the Superintendent to implement the following work rule no later than October 15:

1. Require that all employees, and those contractors, volunteers and partners with direct student contact, provide confirmation of COVID-19 vaccination and;
2. Allow an exemption to the vaccination requirement to those submitting to regular COVID-19 testing

**FURTHER, BE IT RESOLVED** that the Superintendent shall provide the Board with regular updates on progress of this directive and any recommendations for further action necessary to support its successful implementation.

**FINALLY, BE IT RESOLVED** that this directive shall remain in place until rescinded, replaced, or made obsolete by other local, state, or federal law or regulation.

SPECIAL SCHOOL DISTRICT NO. 1  
Board of Education

Signed by:

---

Kim Ellison  
Board of Education Chair

---

Date

---

Josh Pauly  
Board of Education Clerk

---

Date



# Youth Master Plan

A strategic action plan by the Minneapolis Youth Coordinating Board



This page left intentionally blank.

## Contents

Overview .....	5
Methods .....	5
Priorities .....	6
<b>Culturally Responsive Approaches</b> .....	7
<b>Gender and Sexuality Inclusivity</b> .....	7
<b>Responsive Systems</b> .....	8
<b>Social Connection</b> .....	8
<b>Stability</b> .....	9
<b>Youth Agency</b> .....	<b>Error! Bookmark not defined.</b>
Recommendation 1: Ensure that efforts and programs for children and young people are sustainably and adequately resourced. ....	11
Strategy 1.1 .....	11
Strategy 1.2 .....	11
Strategy 1.3 .....	12
Recommendation 2: Support the increased participation and leadership of young people who reflect the demographic makeup of Minneapolis in our jurisdictional partners. ....	12
Strategy 2.1 .....	12
Strategy 2.2 .....	13
Strategy 2.3 .....	13
Strategy 2.4 .....	14
Recommendation 3: Increase advocacy for and policy knowledge of youth issues among legislative bodies representing Minneapolis. ....	14
Strategy 3.1 .....	14
Strategy 3.2 .....	14
Recommendation 4: Use the YCB’s power, influence, and relationships to prioritize issues that are important to young people among our jurisdictional partners. ....	15
Strategy 4.1 .....	15
Strategy 4.2 .....	15
Strategy 4.3 .....	16
Strategy 4.4 .....	16
Recommendation 5: Become a hub for trainings, supports, and resources for our jurisdictional partners who are in contact with young people. ....	16
Strategy 5.1 .....	17

Strategy 5.2 .....17

Strategy 5.3 .....17

Recommendation 6: Increase use of data in understanding the local landscape around youth to advance an equity agenda in decision making.....18

    Strategy 6.1 .....18

    Strategy 6.2 .....18

    Strategy 6.3 .....19

Recommendation 7: Reinstate our commitment to children and young people age 0-24 in Minneapolis.  
.....19

Conclusion .....20

Appendix A: Criteria for Evaluation .....21

References .....23

## Overview

The recommendations section of the Youth Master Plan includes action items for the Youth Coordinating Board (YCB) and its jurisdictional partners for the next five years. The recommendations listed below will inch the YCB closer to the vision of our theory of change to mobilize children and young people, while supporting adults to share power, to shape cultures and systems. We do this so that young people can empower their education, have their safety prioritized, be connected to the natural and social world, and engage in their communities. The recommendations were developed with input from key staff from the City of Minneapolis, Hennepin County, Minneapolis Public Schools, and the Minneapolis Park and Recreation Board, Youth Coordinating Board and members of the Minneapolis Youth Congress.

There are seven recommendations that are presented as packages related to one overarching goal statement. Each recommendation has a number of strategies that are short- and intermediate-term actions in service of the overall goal of the recommendation. If all strategies are successfully implemented, then we will make significant progress towards realizing each recommendation. Each strategy has associated community-level and strategy-level indicators and benchmarks we will use to measure success once implemented. Community-level indicators are an operationalized measure of the impacts we wish to see on the community- or city-level. Strategy-level indicators are more granular and allow us to measure the extent to which each strategy is effective. Benchmarks for both level of indicators tell us if our progress is on track, ahead of track, or lagging in each area. We also identify the Youth Master Plan priorities each recommendation relates to, relevant ongoing work, and resources needed to implement each strategy and recommendations.

In April 2020, the YCB Board voted to approve the continuation of exploring the proposed recommendations. In winter of 2020-21, the YCB Board will vote to adopt the final set of recommendations and identify commitments for each jurisdiction to report on periodically.

This document will discuss the methods used for developing recommendations, including stakeholder focus groups and interviews. Next is an overview of the priorities established in first installment of the Youth Master Plan: Identifying the Issues, published in 2019, which are recontextualized within the framework of the recommendations. After are the recommendations. Each recommendation has several sub-components, benchmarks for measuring progress, and resources needed to execute. Finally, there is a brief section with next steps as the recommendations are implemented and monitored over the next five years.

## Methods

To develop the recommendations, we engaged in a four month long policy analysis process with key staff from the City of Minneapolis, Hennepin County, Minneapolis Public Schools, and the Minneapolis Park and Recreation Board, then further vetted and revised the recommendations with YCB staff, MYC members, and jurisdictional leadership.

The policy analysis process was conducted with the collaboration of 22 staff representing the City of Minneapolis, Hennepin County, Minneapolis Public Schools, and the Minneapolis Park and Recreation Board across four work groups beginning in November 2019. The work groups were assigned to one to two Youth Master Plan priorities to consider when going through the recommendations process. The

first meeting was dedicated to identifying the problem in which we revisited each YMP priority statement and developed a more concrete statement of challenges we were seeking to address and define the scope of each priority. In the second meeting, each work group developed criteria for evaluating alternatives that we would eventually come up with. I synthesized the criteria for evaluation across all work groups to develop a universal set of criteria, which included considerations of context, alignment with partner jurisdictions, administrative capacity, ability to evaluate and improve, impacts, equity, and community engagement. See [Appendix A](#) for a full listing of all criteria for evaluation. The third meeting was dedicated to brainstorming alternatives. The fourth meeting was dedicated to evaluating alternatives using the criteria for evaluation that was previously established.

YCB staff further synthesized the recommendations that came out of the policy analysis process to make the set of recommendations more concise and achievable given organizational capacity. To do this, we used a grounded theory inspired approach to group up related recommendations, assessing which recommendations were most similar or seemed to be related in a way that allowed us to pull out major themes. This process allowed us to synthesize the recommendations into seven primary recommendation groups with several sub-recommendations and strategies, which became the first draft of YMP recommendations.

YCB staff then vetted the first draft of recommendations with a different set of sixteen staff members from the City of Minneapolis, Hennepin County, Minneapolis Public Schools, and the Minneapolis Park and Recreation Board via individual meetings. At the meetings, we discussed the capacity of each jurisdiction's capacity to take on the proposed work, work each jurisdiction is already engaging with in relation to the YMP recommendations, and anticipated catalysts and barriers to implementing the proposed recommendations.

I also met with YCB staff to discuss the proposed revisions from the individual meetings described above and made a second set of revisions to the YMP recommendations, notably adding in community-level and strategy-level indicators and benchmarks to each recommendation and strategy in order to access progress and proactively begin building out accountability and reporting mechanisms.

## Priorities

The priorities are the buckets that our data indicators and subsequent projects and initiatives go into and significantly structure the Youth Master Plan. They were derived from stakeholder input regarding future visions, assets, and challenges youth and youth stakeholders see in Minneapolis and were analyzed and reviewed by YCB staff and our jurisdictional partners during the [first phase of the Youth Master Plan](#). Young people are likely to experience our priorities in several areas of their lives, including school, county systems, parks, recreational programming, and interacting with street-level bureaucrats, such as police and social workers. Our priorities cut across multiple domains because we realize that everything we do for youth must be a collaborative effort, and that youth must experience continuity across these areas. The priorities bring our values to life and articulate directions for change over the next five years.

In the second phase of the Youth Master Plan process, youth stakeholders who work within public jurisdictions identified problem statements for each priority. The problem statements direct the recommendations by identifying the most pressing issues under each domain. While there are countless problems that could have been identified for each, work groups prioritized problems that impacted

marginalized groups, are interjurisdictional in nature, and have yet to be adequately addressed by other systems and programs in the community. The problem statements are supported by academic research and findings in the youth development literature.



## Culturally Responsive Approaches

Approaches to decision making, programming, organizations, institutions, and systems that impact youth and their families must be culturally responsive, especially in terms of racial and ethnic culture and identity. Cultural responsiveness acknowledges that race, ethnicity, age, ability, socioeconomic status, and all their intersections are foundational to one's identity and honors their meaningfulness to the individual and community. Most research shows that cultural socialization buffers against the deleterious effects of discrimination among youth of color by moderating the relationships between discrimination and self-esteem (Harris-Britt, Valrie, Kurtz-Costes, & Rowley, 2007), school self-esteem, and school bonding (Dotterer, McHale, and Crouter, 2009). Culturally responsive approaches bolster youth-centered outcomes among historically and continuously marginalized communities, families, and individuals.

Racism and classism have oppressed communities along cultural lines, and we work to eliminate discrimination in all forms. Most young people of color routinely experience some form of discrimination (Seaton, Caldwell, Sellers, & Jackson, 2008), and perceiving structural racism in any form is detrimental to one's physical and mental health (Bobo & Thompson, 2006; Feagin & Sikes, 1994; Kessler et al., 1990; Lukachko et al., 2014; Seaton, 2009). Large-scale systems and institutions were built to perpetuate inequality and uphold a dominant white cultural paradigm. It is necessary for white people, in solidarity with people of color, to break down these oppressive systems.



## Gender and Sexuality Inclusivity

Programs, institutions, and systems must be intentional about welcoming gender and sexuality diversity among youth by providing spaces young people feel they need to be safe and responsive environments for authentic expression. These spaces require constant reflection and critique to maintain and must be welcoming of intersecting identities, especially those of race and ethnicity.

Currently, there is dissonance between how young people and adults think about gender and sexuality, which results in programming that doesn't reflect the lived experiences of young people and furthers their marginalization. Educational settings often reinforce homophobia, heterosexism, and sexism among young children (Duke & McCarthy, 2009), exacerbating the already negative effects of discrimination. We must combat the misogyny, homophobia, and transphobia in institutions and individual experiences through proactively and intentionally integrating gender- and sexuality-inclusive practices into everything we do with young people.

Gender and sexuality inclusivity acknowledges the importance of gender and sexuality to one's identity and the oppression of people of marginalized genders and sexualities, especially trans and nonbinary people, women and femmes, and/or people at the intersection of multiple marginalized identities face. Furthermore, it highlights the importance of creating safe and welcoming spaces. Safety is not a luxury; it is something all young people need to thrive and be their authentic selves, especially young people who hold one or more marginalized identities.



## Responsive Systems

Adults who work in systems must adjust their knowledge, attitudes, and behaviors to promote clear and transparent language, center relationships with young people, and collaborate across bureaucratic lines. To support systems becoming responsive, relationship-driven, and transparent, we must change the work culture among adults who work in systems to drive larger systemic change around the purpose of systems and institutions in the lives of youth and eliminating the harm they breed. Our approach mirrors Hennepin County's Community Health Improvement Plan (CHIP) 2.0's (2019) principles for planning and executing systems work, including “

- understand[ing] racism is at the core of racial and economic disparities,”
- “recogniz[ing] harm our systems have caused,”
- “listen[ing] as communities define their own goals,” and
- “act[ing] collectively upstream.”

Systems are made of people, and the systemic change within a five-year timeframe is to be aimed at changing cultures within systems and increasing competencies of those in systems to respond to the needs and desires of young people.



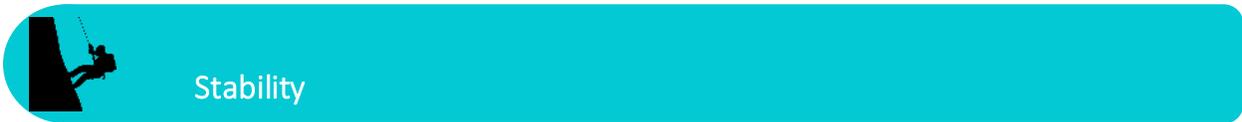
## Social Connection

Young people experience positive and healthy social connections through supportive community, and relationships, including:

- **Peer-to-peer support.** Healthy peer relationships are associated with increased social emotional skills, school success, healthy lifestyles (Search Institute, 2017), broadened perspectives, life skills, self-confidence, and reduce the risk of problem behaviors (Search Institute, 2016), and moderate the negative effects of bullying and hostile family environments (Schwartz et al., 2000; Pettit et al., 2001). Peer relationships among young people are not insulated from the negative effects of racism, classism, etc., which can result in bullying, self-segregation, and subsequent reinforcement of harmful ideologies.
- **Mentorships.** Mentoring and other caring adult relationships are associated increased social emotional, (Darling, Hamilton, Toyokawa, & Matsuda, 2002; McDowell, Kim, O'Neil, & Parke, 2002), relationship (DuBois, Neville, Parra, & Pugh-Lilly, 2002; Karcher, 2005; Rhodes, Reddy, Roffman, & Grossman, 2005), and academic (Cadima, Leal, & Burchinal, 2010; Herrera et al.,

2007; Reddy, Rhodes, & Mulhall, 2003; Sánchez, Esparza, & Colón, 2008) skills, and reduced risky behaviors (Beier, Rosenfeld, Spitalny, Zanksy, & Bontempo, 2000; Hurd & Zimmerman, 2010).

- **Intergenerational relationships.**
- **Familial relationships, which includes those young people consider to be family.** Effective parenting and parental warmth are mediating factors of instability (Sandstrom & Huerta, 2013), and promote protective cognitive factors (Cavanagh & Huston, 2006; Gershoff, Raver, Aber, & Lennon, 2007; Hair et al., 2005; Sarsour et al., 2010; Whittaker 2011). We anticipate that these same benefits extend to any person in a role of authority within a household.
- **Community relationships that promote neighborhood cohesion and social capital.** Social capital is associated with better self-rated health (Browning & Cagney, 2002) and better access to health-enhancing resources like medical care, healthy food options, and places to exercise (Matsaganis & Wilkin, 2015), and lower rates of violence and crime (Sampson, Raudenbush, & Earls, 1997) and mediates income inequality and mortality rates (Gilbert, Quinn, Goodman, Butler, & Wallace, 2013). Promoting neighborhood cohesion and social capital is a form of healing and building resilience among marginalized communities who have experienced systemic oppression and disinvestment.



Systems and institutions support children and youth living in safe, stable environments in which their basic needs are met so they grow and thrive in directions that are personally fulfilling and enrich their communities. There is ample research and evidence suggesting that young people whose needs are not met experience negative consequences in several different domains (Aronson, 2000; Adam and Chase-Lansdale, 2002; Alaimo, Olson, & Frongillo, 2001; Beyer, Wallis & Hamberger, 2013; Conley, 2001; Cramer, O'Brien, Cooper, & Luengo-Prado, 2009; Cutts et al., 2011; Duncan, Ziol-Guest, & Kalil, 2010; Farah et al., 2006; Fowler, Tompsett, Craciszewski, Jacques-Tiura, & Baltes, 2009; Guerra, Huesmann, & Spindler, 2003; Haurin et al., 2002; Henly and Lyons, 2000; Kalil & Wightman, 2011; Margolin, Vickerman, Oliver, & Gordis, 2010; Riina and Brooks-Gunn, 2016; Rumbold et al, 2012; Sandstrom and Chaudry, 2012; Scott, London, & Hurst, 2005; Stevens, Huff, & Schaller, 2011; University of Minnesota, 2015).

Meeting one's needs is not merely about survival, it also ensures opportunity for growth and advancement personally, socially, economically, and politically. As it currently stands, many systems create barriers to accessing resources, such as income limits for welfare, excessive paperwork, and financial disinvestment in communities of color (Sandstrom and Huerta, 2013). We advocate for systems and institutions that are nimble enough to ensure a child's needs are met through supporting adults, children, and service providers. We also champion systems reform through collaboration, use of data, planning, improvement, and coordination.

Young people are active agents in shaping their futures through the support of adults that recognizes and values youth ownership and leadership within their communities and families. Supportive adults are paramount to youth voice, and adults have historically tokenized young people and their voices roles

while claiming youth voice. This tokenization has broken trust between youth and adults, which we must make every effort to repair.

Young people will contribute in the ways they are best able and adults working in partnership with youth must make youth engagement accessible to all young people. Young people must be at the table or, more preferably, leading the charge on policy making, civic engagement, and allocation of funds and resources. Young people must also own their spaces, organizations, and opportunities. Fulfilling the obligations of youth voice allows young people the right to self-define, be part of a system that makes change, and recognizes the multitude of ways in which people can contribute to building a future.

## Recommendation 1: Ensure that efforts and programs for children and young people are sustainably and adequately resourced.

The public must invest in youth development, youth workers, and young people themselves on an ongoing basis to see the greatest impacts of positive youth development. To do this, we will build out relationships between the YCB and the local business community, community organizations, and public bodies at various levels of governance. These funds are to be used to fill resources gaps in the community, especially those relating to racial and gender disparities, and local governments due to dwindling state and federal investments and must be distributed equitably among programs that serve young people. There are expected to be challenges in raising funds for this since local jurisdictions are often constrained by both state and federal requirements as well as their own essential services that must be funded, however investing in racial justice and public health and safety, newfound goals of local governments in 2020, requires investments in young people and those who support them.

**Strategy 1.1:** Support ongoing campaigns and coalitions seeking to increase benefits, pay, and prestige of the youth worker and early childhood workforces via active staff participation and adding to our policy advocacy platform. We will also continue to participate in community coalitions to advocate for increased resources to the youth worker and early childhood fields at the state level. We must also push our partners to include and uplift youth voices within this advocacy space to scaffold former youth program participants into youth workers. Our goals are to increase both recruitment and retention into the youth work field through advocating for better working conditions, including increased pay, more stable working hours, increased benefits like health insurance and childcare. We will lend staff time and in-kind resources for each viable strategy to achieve this.

- *Community-Level Indicator:* Average youth worker pay in Minneapolis per the Bureau of Labor Statistics. Benchmark is an equivalent of \$20 per hour, or \$40,000 annually for full-time work.
- *Strategy-Level Indicators:* A qualitative assessment of the sufficiency and effectiveness of policy platform items among YCB staff who are responsible for policy advocacy work; Number of coalition meetings attended and/or amount of in-kind resources pitched. Benchmarks are a qualitatively determined effective and sufficient policy platform and 4 meetings or 100 staff hours, respectively.



**Strategy 1.2:** Build out public/private partnerships to increase the capacity to pool resources equitably for the benefit of children and young people in Minneapolis. These resources can be used for public programs, mini-grants to fund youth-led initiatives, local grantmaking, etc. To achieve this, we will build out infrastructure (i.e. goals, theory of change, planning documents) to quickly mobilize when local leadership is in support of initiative. We will also continue to build and strengthen partnerships with the private sector and build a sustained campaign among the private/business sector, youth workers, young people, and the public sector to ease the burden of attaining resources and support among potential funders.

- *Community-Level Indicator:* Total amount of funds allocated towards children’s, youth, and afterschool programs by public bodies as stated in the YCB’s children’s budget. Benchmark is a total of \$500,000 across all jurisdictions in afterschool and youth development funding.
- *Strategy-Level Indicator:* The YCB will conduct a qualitative assessment of the efficacy of this strategy, including new partnerships and progress towards adequate resource development. Benchmarks are feeling adequately prepared to launch a Youth Fund initiative if the YCB was asked to participate in creating a Youth Fund tomorrow.



**Strategy 1.3:** Pivot Outreach work to a more systems-based role, including training other street outreach teams and building capacity within the community and organizations to adopt the YCB's piloted outreach model, to share knowledge and expertise with newly minted street outreach operations aimed at young people and violence prevention.

- *Community-Level Indicator:* Number of juvenile or juvenile-involved crimes reported in serviced areas. Benchmark is a 30% decrease in juvenile crime from previous the previous.
- *Strategy-Level Indicator:* Number of adults trained in the YCB’s outreach model and number of partner organizations engaged in training and/or capacity-building services. Benchmark is 20 adults trained across two street outreach teams.



**Recommendation 2:** Support the increased participation and leadership of young people who reflect the demographic makeup of Minneapolis in our jurisdictional partners.

Increase the participation and leadership of young people who are demographically representative of young people in Minneapolis on boards, commissions, and project- or initiative-based bodies across our four jurisdictional partners. Young people should have a voice on issues that affect them and they care about, and the strategies outlined below will bring us closer to this. The YCB will take on the responsibility to build capacity for local jurisdictions to support young people in positions of leadership and convening partners who can make collaborative and holistic plans for action in the realm of youth participation and engagement.

**Strategy 2.1** Launch a Youth on Boards and Committees initiative, wherein local governing bodies reserve a set amount of spots on boards, commissions, and City Council committees for youth delegates and YCB supports young people in these positions. For committee participation, youth representatives will be vital to contributing to the deliberation and discussion of each item before it goes to the full

Council for a vote. YCB staff will build capacity before engaging youth delegates in these positions and will also be involved in training around supporting youth delegates throughout their terms.

- *Community-Level Indicator:* Number of young people serving on boards and commissions across all jurisdictions. Benchmark is an average of 3 young people serving per board or commission.
- *Strategy-Level Indicator:* Number of key decision makers, including elected officials, who support a Youth on Boards initiative and all relevant legislation and rule changes and a qualitative assessment of the YCB's internal capacity to support and/or lead on a Youth on Boards initiative. Benchmarks are a majority of decision makes supporting the initiative and rating capacity as sufficient.



**Strategy 2.2** Increase access to trainings and technical support to enable jurisdictions to share power with young people who are BIPOC, LGBTQ+, and/or low-income. Trainings and technical support is to be ongoing, responsive, and focused on working with staff to eliminate barriers to young people participating in leadership, decision making, and engagement opportunities. YCB staff will give priority to spaces within our partner jurisdictions who welcome us for rolling out this strategy.

- *Community-Level Indicator:* Number of afterschool programs offering high quality programming. Benchmark is 100% of YCB partner organizations and jurisdictions offering high quality youth development programming.
- *Strategy-Level Indicator:* Number of trainings delivered to afterschool providers and youth workers. Benchmark is seven organizations engaged in Continuous Program Improvement cycle.



**Strategy 2.3** Continue to increase efficacy of the Minneapolis Youth Congress to create open and transparent channels of communication and influence between local decision makers and other youth led organizations including Minneapolis Public Schools (MPS) Citywide Student Government. MYC will meet at least four times a year with YCB, local government jurisdictions represented on YCB, or MPS Citywide Student Government or other youth led organizations. YCB staff will build out systems to prepare MYC for meetings, track action steps and developments, maintain accountability systems for joint MYC and YCB board initiatives, and support connections between MYC and other organizations.

- *Community-Level Indicator:* Number of YCB board meetings held in conjunction with MYC per year. Benchmark is four meetings.
- *Strategy-Level Indicator:* Qualitative assessment of efficacy of MYC-YCB board meetings to be conducted via survey. Benchmark is a positive efficacy rating of four or more using a traditional five-point scale.



**Strategy 2.4** Consult, monitor, and report on racial equity teams across all four jurisdictions to develop a strategy around departments incorporating systemic consideration of children and young people and how the department's work may uniquely affect them. Children must be considered as a valuable constituency across all departments and lines of work of each jurisdiction and must be considered within an equity framework. The YCB will leverage our collaborative structure and partnership with MYC to advance this work.

- *Community-Level Indicator:* Number or percentage of departmental plans across each jurisdiction that specifically consider young people and the department's impact on young people in Minneapolis. Benchmark is 75% of all departmental plans consider young people.
- *Strategy-Level Indicator:* Number of convenings and qualitative assessment of partnerships and efficacy of considering young people in departmental planning processes. Benchmarks are four convenings per year and a positive assessment of capacity and quality of partnerships.



### Recommendation 3: Increase advocacy for and policy knowledge of youth issues among legislative bodies representing Minneapolis.

Increase advocacy and policy knowledge by tracking and monitoring state, federal, and local policy developments as it relates to afterschool, early childhood, and other children and youth policy issues and convene relevant partners in an effort to direct advocacy, action, and mobilization efforts. The YCB will rely on preexisting knowledge and expertise of our partners to inform and advance our work, including child and youth policy analysis, information gathering, and existing coalitions.

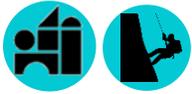
**Strategy 3.1** YCB engages in an organizational planning process to build a policy role as needed or incorporate with existing legislative agendas or positions within jurisdictional partners, including position priorities, responsibilities, and possible funding sources.

- *Community-Level Indicator:* Amount of allocated funding towards a policy position at the YCB and a qualitative assessment of organizational capacity to accommodate this role. Benchmarks are \$150,000 raised to be allotted to salary, benefits, and materials for the role and a positive, on track assessment of organizational capacity.
- *Strategy-Level Indicator:* FTE created for advocacy and/or policy positions created in-house. Benchmark is 1 FTE available for policy and advocacy work.



**Strategy 3.2** YCB hosts an annual retreat/convening to identify policy priorities for the legislative session in conjunction with MYC, YCB Board, jurisdictional IGR staff, and community-based policy experts. YCB uses information gathered by community groups and others to identify priorities, track policy developments, and identify areas for action and/or support.

- *Community-Level Indicator:* Number or percentage of legislative priorities from the YCB’s platform introduced in a particular state legislative session. Benchmark are 50% of platform items are introduced in a session.
- *Strategy-Level Indicator:* Number of partners engaged in drafting the YCB’s policy platform and survey feedback from participants rating efficacy of convening. Benchmarks are five partner organizations engaged and a satisfaction score of four or more on a traditional five point scale.



## Recommendation 4: Use the YCB’s power, influence, and relationships to prioritize issues that are important to young people among our jurisdictional partners.

Continue to support our jurisdictions work on issues that are important to young people, such as mental health, restorative justice, and environmental sustainability. Build out more systems to institutionalize bringing youth voice into each jurisdiction’s work via the Minneapolis Youth Congress while retaining flexibility to respond to needs and desires for youth input.

**Strategy 4.1** Build an infrastructure that allows MYC staff and members to systematically consider and connect with topic areas of interest each term. Work with MYC staff and coordinators to build, test, and evaluate this system before final implementation. Incorporate this infrastructure in implementing Strategies 4.2, 4.3, and 4.4.

- *Community-Level Indicator:* Number of partner organizations connected with MYC. Benchmark is three organizational connections per year.
- *Strategy-Level Indicator:* Qualitative assessment of infrastructure progress and an inventory of resources developed and still needed. Benchmark is a positive assessment of infrastructure and capacity and ready access to 80% of resourced needed to pull off MYC consultation and partnership systems.



**Strategy 4.2** Increase opportunities for youth voice on jurisdictional convenings on youth mental health in the Hennepin County, City of Minneapolis, and Minneapolis Public Schools in order to prioritize youth perspectives on mental health and bring mental health-focused programs to a larger audience of young people. Each jurisdictional program must prioritize the mental health of young people, increase access to medically correct, culturally responsive information and resources on mental health for young people across the city, and normalize talking about a wide range of mental health topics.

- *Community-Level Indicator:* To be determined in partnership with MYC members participating.
- *Strategy-Level Indicator:* To be determined in partnership with MYC members participating.



**Strategy 4.3** Increase opportunities for youth voice on jurisdictional conventions on restorative justice and juvenile corrections in Hennepin County and the YCB’s existing partnership with the Legal Rights Center. YCB staff will facilitate connections between restorative justice work and MYC to disrupt the school-to-prison pipeline and increase prevalence and accessibility of youth restorative justice alternatives to punishment and incarceration.

- *Community-Level Indicator:* To be determined in partnership with MYC members participating.
- *Strategy-Level Indicator:* To be determined in partnership with MYC members participating.



**Strategy 4.4** Support youth-led initiatives to promote environmental sustainability and facilitate connections between Community Education’s Green Team and MYC to build energy and outreach strategies to change guidelines and practices that reduce waste by increasing recycling and composting options and reducing net carbon emissions by prioritizing energy efficient buildings and transportation options. Ensure that environmental sustainability is approached from a racial and economic justice lens, prioritizing the accessibility of environmental practices in marginalized communities. YCB staff will explore more opportunities for environmental justice and sustainability within each jurisdiction and prioritize carving out space for youth involvement at appropriate tables.

- *Community-Level Indicator:* To be determined in partnership with MYC members participating.
- *Strategy-Level Indicator:* To be determined in partnership with MYC members participating.



**Recommendation 5:** Become a hub for trainings, supports, and resources for our jurisdictional partners who are in contact with young people.

Serve as a hub for training, supports, and resources for our jurisdictional partners, which includes staff trainings for non-youth workers and service providers. Trainings models will be tailored to the audience (e.g. early childhood providers, youth workers, non-youth workers with high youth contact), informed by best practices, and cover topics important to young people, such as LGBTQ inclusivity, cultural responsiveness, youth-police relations, and technical skills (e.g. payroll paying young people without bank accounts) with the goal of long-term social and cultural change within systems.

Build out infrastructure for interjurisdictional trainings related to youth work and early childhood best practices and continuous improvement cycles to build quality and consistency among youth and early

childhood programs. Includes translating youth development quality into tools for drop-in and community engagement strategies and implementing youth trainings for onboarding, professional development, etc. across jurisdictions. Trainings are to be done in a cohort model to build relationships and share knowledge among practitioners on emerging issues in the field while disrupting hierarchies of learning and experts.

**Strategy 5.1** YCB becomes accredited for CEUs for social workers, teachers, parks staff, etc. associated with trainings to increase incentives for partners to attend, give more legitimacy to YCB's training work, and become a revenue stream by charging a small fee for CEU-eligible trainings.

- *Community-Level Indicator:* Number of CEUs offered and/or awarded to attendees. Benchmark is to be determined as workplan is built out.
- *Strategy-Level Indicator:* Funds raised by CEU fees and number of trainings delivered. Benchmark for funds to be determined as workplan is built out and at least three CEU-eligible trainings delivered per year.



**Strategy 5.2** Build out training track for youth work veterans to provide a place to critically reflect, connect with peer youth workers, engage in emotional self-care, in order to increase field-based retention.

- *Community-Level Indicator:* Retention of youth workers, early childhood workers, and other youth service providers, calculated using Bureau of Labor Statistics years of tenure for Minneapolis. Benchmark is 0.5 year increase in tenure for youth and education workers over five years.
- *Strategy-Level Indicator:* Qualitative assessment of participant experiences and satisfaction with trainings. Benchmark is positive experiences by attendees and perceived efficacy of trainings among attendees.



**Strategy 5.3** Non-youth worker trainings are to use the Authentic Connections model that is re-vetted by young people and common across jurisdictions.

- *Community-Level Indicator:* Number of Authentic Connections trainings delivered per year. Benchmark is three trainings delivered per year.
- *Strategy-Level Indicator:* Qualitative assessment of participant experiences and satisfaction with trainings. Benchmark is positive experiences by attendees and perceived efficacy of trainings among attendees.



## Recommendation 6: Increase use of data in understanding the local landscape around youth to advance an equity agenda in decision making.

Increase the use of data in decision-making, including qualitative information from younger children. The YCB Board will direct YCB staff on what data to collect, YCB will gather and present the data, and the Board will interpret the data and make decisions based off it. We must ensure that data practices are intentional and efficient to limit research fatigue and reduplication of data sets.

Use data leveraged from partners and collected by the YCB to measure and support young people in Minneapolis to create an equity-rich environment. This may include increasing the ability to disaggregate data by race, ethnicity, gender, and age to ensure that programs, interventions, and opportunities are serving the most vulnerable young people in our community and we and our partners are adequately addressing gaps in the community.

All strategies below operate in cyclical relationship. Once we develop useful data indicators, we then collect recent data, and next use our data to inform decisions relating to young people. When this cycle is complete, we must begin the process again to ensure our decisions are based on the most useful, relevant, and recent data we have on young people in Minneapolis.

**Strategy 6.1** Sustain and deepen the data collected in the Youth Master Plan Status of Youth report that monitors community-level outcomes and assesses progress towards organizational mission, goals, and Youth Master Plan progress. Advocate among partners for collection of data gaps and enlightening disaggregation of existing data. To achieve this, we will leverage existing data from jurisdictional partners and other youth organizations in Minneapolis and continue to advocate for creating a public data commons and establishing data sharing agreements between the Youth Coordinating Board and public bodies. Doing this will allow YCB staff and our partners to better assess the wellbeing of young people, and limit the need to reduplicate data that is collected by programs or community organizations.

- *Community-Level Indicator:* Number of Status of Youth report indicators updated annually. Benchmark is nineteen indicators are updated each year.
- *Strategy-Level Indicator:* Number of webpage views for each of six data dashboards on the YCB's website as a proxy for utility by partners. Benchmark is an average of seven views per week.



**Strategy 6.2** Develop infrastructure for a recurring model to collect qualitative and quantitative data from children, young people, and families to assess the state of young people and children in Minneapolis, assess the YCB's progress, share out meaningful data with our partners, and formalize the knowledge held within the YCB. This could take the form of a youth and family survey that will allow us to have a better understanding of quantitative data points by getting at the stories and experiences underneath them and by collecting data not captured in traditional quantitative points, such as Friend,

Family, and Neighbor childcare. Saint Paul and the Brooklyn Bridge Alliance for Youth are examples of youth surveying. Share out the results of the survey with jurisdictional partners so they can incorporate youth voice without doing additional outreach and preparation. In the next couple of years, the YCB will focus on developing resources to design a data collection system, including funding for staff lead/coordinator, youth partners to collect and interpret data, and necessary software and data storage.

- *Community-Level Indicator:* Number of dataset creations and/or updates per year. Benchmark is one annual update of data.
- *Strategy-Level Indicator:* Qualitative assessment of capacity to do primary data collection and an assessment of quality and rigor of data collection. Benchmark is positive assessments of capacity for and quality of data collection in partnership with young people.



**Strategy 6.3** Continue to build out infrastructure to aggregate, count, and analyze youth-serving programs across Minneapolis using an equity lens to provide our staff, partners, and community members with information.

- *Community-Level Indicator:* Number of average weekly views of the What’s Up 612! Program Finder map and number of programs listed in WU612! database. Benchmark is 150 average views per week and 20 programs in database.
- *Strategy-Level Indicator:* Qualitative assessment of capacity to collect program information and publish map. Benchmark is an on track assessment of collecting and publishing information.



## Recommendation 7: Reinstate our commitment to children and young people age 0-24 in Minneapolis.

Uphold the YCB's age range of 0-24. This can be done through a resolution accompanying the final YMP presentation to the board restating the YCB's mission and vision.

- *Community-Level Indicator:* Number of board actions taken to affirm the YCB’s commitment to young people. Benchmark is one board action in total.



## Conclusion

The Youth Master Plan will allow the YCB to organize and prioritize which initiatives and projects we advance in the next five years. The Youth Master Plan was informed by the YCB's priorities, organizational values, and youth and stakeholder input. We engaged youth and youth stakeholders to develop our recommendations, which will allow us to continue to service our mission of championing the health, safety, education and development of Minneapolis' children and young people through collective action and policy alignment.

The recommendations in the Youth Master Plan action items that young people and youth stakeholders in Minneapolis see as essential to addressing to ensure the wellbeing and healthy development of young people. Each of the recommendations are building blocks which, if achieved, will get us closer to realizing our priorities and organizational aspirations. Over the next five years, until the Youth Master Plan is revisited and updated, we will work on implementing the recommendations above, building systems of measurement and accountability to ensure we are making adequate progress, and will continue to update our status of youth report and children's budgets for each jurisdiction annually to ensure we're making decisions based on the best data and information available.

## Appendix A: Criteria for Evaluation

Criteria Category	Sub-Criterion	Operational Definition	Priority
Context	Environmental scan	Who else is doing this? What information does this tell us?	Low
	Consideration of risk	What are the risks involved in the policy's trajectory?	
Alignment	Jurisdictional alignment	Does it propel the work that our jurisdictional partners are already doing? Is there likely to be cooperation among our partners? What are anticipated obstacles from other jurisdictions?	High
	Unifying	Will it unify or divide political factions, neighborhoods, jurisdictions? Will it grow an organization and their partnership networks?	Low
Administrative Capacity	Funding	How much funding will it take? What are the ROIs? Is funding aligned with mission and values?	
	Staffing	What staffing is required? Does staff reflect/support community? How is staff supported? Are we able to get buy-in from staff or potential staff?	Medium
	Adequateness of resources	Other materials? Non-tangible resources? Are there existing resources to leverage? How easily are we able to get resources?	Medium
	Adaptability	Can it be used in multiple levels and settings? How effectively? What does a feedback loop look like in planning stages?	
	Costs of sustainability	What are costs and benefits of sustaining it? What resources (time, \$, political will) are necessary to sustaining it?	
Evaluation and Improvement	Translating values into tangibles	Are material outputs and processes reflected in mission/vision? Do outputs align with policy intentions?	
	Sustainability	In what ways is this sustainable (environmental, social, political, fiscally)? Can this be sustained?	
Impacts	Unintended outcomes	What are possible unintended/collateral outcomes? How will we evaluate possible unintended outcomes?	

	Outcomes	What outputs are we looking for? How will outputs impact community-level outcomes? Do these align with jurisdictions? How does this serve the public good? Does it improve people's lives? How does it impact staff? What is impact on community? What is impact on system? Are impacts youth-focused?	High
	Strategic Points	Does it get at more than one thing at the same time? (ripple effects)	
Equity	Youth-centered	Are young people at center of decisions?	
	Equity	Does it alter power relationships? Does it promote safe relationships? Are there equitable standards between groups?	
	White supremacy culture	To what extent are policy designers self-reflective and evaluative when considering white supremacy culture?	High
	Prioritization of most marginalized folks	Are we prioritizing the most marginalized folks/communities? Are communities proportionately impacted (intentionally or unintentionally)?	High
Community Engagement	Exciting	Does this policy generate excitement? Among whom?	

## References

- Aaronson, D. (2000). A note on the benefits of homeownership. *Journal of Urban Economics*, 47(3), 356-369.
- Adam, E. K., & Chase-Lansdale, L. (2002). Home sweet home(s): Parental separations, residential moves, and adjustment problems in low-income adolescent girls. *Developmental Psychology*, 38(5), 792-805.
- Alaimo, K., Olson, C.M., & Frongillo Jr., E.A. (2001). Food insufficiency and American school-aged children's cognitive, academic, and psychosocial development. *Pediatrics*, 108(1), 44-53.
- Beier, S.R., Rosenfeld, W.D., Spitalny, K.C., Zansky, S.M., & Bontempo, A.N. (2000). The potential role of an adult mentor in influencing high risk behaviors in adolescents. *Archives of Pediatrics and Adolescent Medicine*, 154, 327-331.
- Beyer K., Wallis A.B., & Hamberger L.K. (2013). Neighborhood environment and intimate partner violence a systematic review. *Trauma Violence Abuse*, 16(1), 16-47.
- Bobo L, Thompson V. (2006). Unfair by design: the war on drugs, race, and the legitimacy of the criminal justice system. *Soc. Res.* 73(2), 445-72.
- Browning, C., & Cagney, K. A. (2002). Neighborhood structural disadvantage, collective efficacy, and self-rated physical health in an urban setting. *Journal of health and social behavior*, 43(4), 383-399.
- Cadima, J., Leal, T., & Burchinal, M. (2010). The quality of teacher-student interactions: Associations with first graders' academic and behavioral outcomes. *Journal of School Psychology*, 48, 457-482.
- Cavanagh, Shannon E., & Aletha C. Huston. (2006). Family instability and children's early problem behavior. *Social Forces* 85(1), 551-81.
- Cramer, Reid, Rourke O'Brien, Daniel Cooper, & Maria Luengo-Prado. (2009). A Penny saved is mobility earned: Advancing economic mobility through savings. Washington, DC: Economic Mobility Project, Pew Charitable Trusts.
- Conley, D. (2001). Capital for college: Parental assets and postsecondary schooling. *Sociology of Education*, 59-72.
- Cutts, D. B, Meyers, A. F., Black, M. M. Casey, P. H., Chilton, M., Cook, J. T., Geppert, J., Ettinger de Cuba, S., Heeren, T., Coleman, S., Rose-Jacobs, R., & Frank, D. A. (2011). US housing insecurity and the health of very young children. *American Journal of Public Health*, 101(8), 1508-1514.
- Darling, N., Hamilton, S., Toyokawa, T., & Matsuda, S. (2002). Naturally occurring mentoring in Japan and the United States: Roles and correlates. *American Journal of Community Psychology*, 30, 245-270.
- Dotterer, A. M., McHale, S. M., & Crouter, A. C. (2009). Sociocultural Factors and School Engagement Among African American Youth: The Roles of Racial Discrimination, Racial Socialization, and Ethnic Identity. *Applied Developmental Science*, 13(2), 61-73.
- DuBois, D. L., Neville, H. A., Parra, G. R., & Pugh-Lilly, A. O. (2002). Testing a new model of mentoring. *New Directions for Youth Development*, 93, 21-57.

Duke, T. S., & McCarthy, K. W. (2009). Homophobia, Sexism, and Early Childhood Education: A Review of the Literature. *Journal of Early Childhood Teacher Education*, 30(4), 385–403.

Duncan, Greg J., Kathleen M. Ziol-Guest, & Ariel Kalil. (2010). Early childhood poverty and adult attainment, behavior, and health. *Child Development* 81(1), 306–25.

Farah, M. J., Shera, D. M., Savage, J. H., Betancourt, L., Giannetta, J.M., Brodsky, N. L., Malmud, E. K., & Hurt, H.. (2006). Childhood poverty: Specific associations with neurocognitive development." *Brain Research* 1110(1): 166–74.

Feagin J.R., & Sikes M.P. (1994). *Living with Racism: The Black Middle-Class Experience*. Boston, MA: Beacon.

Fowler P.J., Tompsett C.J., Braciszewski J.M., Jacques-Tiura A.J., Baltes B.B. (2009). Community violence: A meta-analysis on the effect of exposure and mental health outcomes of children and adolescents. *Dev Psychopathology*, 21(01), 227-59.

Gershoff, E.T., Cybele, C.R., Aber, J.L., and Lennon, M.C. (2007). Income is not enough: Incorporating material hardship into models of income associations with parenting and child development. *Child Development* 78(1), 70–95.

Gilbert, K. L., Quinn, S. C., Goodman, R. M., Butler, J., & Wallace, J. (2013). A meta-analysis of social capital and health: a case for needed research. *Journal of health psychology*, 18(11), 1385-1399.

Guerra N.G., Huesmann L.R., Spindler A. (2003). Community violence exposure, social cognition, and aggression among urban elementary school children. *Child Dev.* 74(5), 1561-76.

Hair, E. C., Moore, K. A., Garrett, S. B., Kinukawa, A., Laura, H., & Michelson, E. (2005). The parent-adolescent relationship scale. *Adolescent & Family Health*, 4(1), 12–25.

Harris-Britt, A., Valrie, C. R., Kurtz-Costes, B., & Rowley, S. J. (2007). Perceived racial discrimination and self-esteem in African American youth: Racial socialization as a protective factor. *Journal of Research on Adolescence*, 17(4), 669–682.

Haurin, D. R., Parcel, T. L., & Haurin, R. J. (2002). Does homeownership affect child outcomes?. *Real Estate Economics*, 30(4), 635-666.

Henly, J.R. & Lyons, S. (2000). The negotiation of child care and employment demands among low-income parents. *Journal of Social Issues* 56, 683–706.

Herrera, C., Grossman, J. B., Kauh, T. J., Feldman, A. F., McMaken, J. (with Jucovy, L. Z.). (2007). *Making a difference in schools: The Big Brothers Big Sisters school-based mentoring impact study*. Philadelphia, PA: Public/Private Ventures.

Hurd, N., & Zimmerman, M. (2010). Natural mentors, mental health, and risk behaviors: A longitudinal analysis of African American adolescents transitioning into adulthood. *American Journal of Community Psychology*, 46, 36–48.

Kalil, A., & Wightman, P. (2011). Parental job loss and children’s educational attainment in black and white middle-class families. *Social Science Quarterly*, 92(1), 57–78.

- Karcher, M. J. (2005). The effects of developmental mentoring and high school mentors' attendance on their younger mentees' self-esteem, social skills, and connectedness. *Psychology in the Schools, 42*, 65–77.
- Kessler R.C., Mickelson K.D., Williams D.R. (1990). The prevalence, distribution, and mental health correlates of perceived discrimination in the United States. *J. Health Soc. Behav. 40*(3), 208–30.
- Lukachko, A., Hatzenbuehler, M. L., & Keyes, K. M. (2014). Structural racism and myocardial infarction in the United States. *Social Science & Medicine, 103*, 42-50.
- Margolin G., Vickerman K. A., Oliver P. H., Gordis E. B. (2010). Violence exposure in multiple interpersonal domains: Cumulative and differential effects. *J Adolesc Health, 47*(2), 198-205.
- Matsaganis, M. D., & Wilkin, H. A. (2015). Communicative social capital and collective efficacy as determinants of access to health-enhancing resources in residential communities. *Journal of Health Communication, 20*(4), 377-386.
- McDowell, D. J., Kim, M., O'Neil, R., & Parke, R. D. (2002). Children's emotional regulation and social competence in middle childhood: The role of maternal and paternal interactive style. *Marriage & Family Review, 34*, 345–364.
- Pettit, G. S., Laird, R. D., Dodge, K. A., Bates, J. E., & Criss, M. M. (2001). Antecedents and behavior-problem outcomes of parental monitoring and psychological control in early adolescence. *Child development, 72*(2), 583-598.
- Reddy, R., Rhodes, J. E., & Mulhall, P. (2003). The influence of teacher support on student adjustment in the middle school years: A latent growth curve study. *Development and Psychopathology, 15*, 119–138.
- Rhodes, J. E. (2005). A model of youth mentoring. In D. L. DuBois & M. J. Karcher (Eds.), *Handbook of youth mentoring* (pp. 30–43). Thousand Oaks, CA: SAGE.
- Riina, E. M., Lippert, A., & Brooks-Gunn, J. (2016). Residential Instability, Family Support, and Parent-Child Relationships Among Ethnically Diverse Urban Families. *Journal of marriage and the family, 78*(4), 855–870.
- Rumbold, A. R., Giles, L. C., Whitrow, M. J., Steele, E. J., Davies, C. E., Davies, M. J., & Moore, V. M. (2012). The effects of house moves during early childhood on child mental health at age 9. *BioMed Central Public Health 12*, 583-594.
- Sampson, R. J., Raudenbush, S. W., & Earls, F. (1997). Neighborhoods and violent crime: A multilevel study of collective efficacy. *Science, 277*(5328), 918-924.
- Sandstrom, H., & Chaudry, A. (2012). "You have to choose your childcare to fit your work": Childcare decision-making among low-income working families. *Journal of Children and Poverty, 1*(2), 89–119.
- Sandstrom, H. & Huerta, S. (2013). The negative effects of instability on child development: A research synthesis." *Low-Income Working Families: Urban Institute, 3*, 1-57.
- Sarsour, K., Sheridan, M., Jutte, D., Nuru-Jeter, A., Hinshaw, S., and Boyce, W. T. (2010). Family socioeconomic status and child executive functions: The roles of language, home environment and single parenthood. *Journal of International Neuropsychological Society 17*, 120–32.

Schwartz, D., Dodge, K. A., Pettit, G. S., Bates, J. E., & The Conduct Problems Prevention Research Group. (2000). Friendship as a moderating factor in the pathway between early harsh home environment and later victimization in the peer group. *Developmental Psychology, 36*, 646–662.

Scott, E. K., London, A.S., and Hurst, A. (2005). Instability in patchworks of child care when moving from welfare to work.” *Journal of Marriage and Family 67*(2): 370–86.

Seaton, E. K. (2009). The influence of cognitive development and perceived racial discrimination on the psychological well-being of African American youth. *Journal of Youth and Adolescence, 39*(6), 694–703.

Seaton, E. K., Caldwell, C. H., Sellers, R. M., & Jackson, J. S. (2008). The prevalence of perceived discrimination among African American and Caribbean Black youth. *Developmental psychology, 44*(5), 1288–1297.

Search Institute. (2017). The power of peer relationships: A study of peer programs in the United States.” 1-10.

Stevens, A. H. & Schaller, J. (2011). Short-run effects of parental job loss on children’s academic achievement. *Economics of Education Review, 30*(2), 289–99.

University of Minnesota. (2015). Violent victimization among adolescent youth in Minneapolis. *MinnLink, 22* (Winter), 1-6.

Whittaker, J. E. V., Harden, B. J., See, H. M., Meisch, A. D. & Westbrook, T. R. (2011). Family risks and protective factors: Pathways to early head start toddlers’ social-emotional functioning. *Early Childhood Research Quarterly, 26*, 74–86.