

Regular Business Meeting

Tuesday, May 10, 2022 5:30 PM

Board Assembly Room, 1250 West Broadway Avenue, Minneapolis, Minnesota 55411

1) **Call to Order and Roll Call**

2) **Adoption of the Agenda**

3) **Acceptance of Minutes**

3)a. March 29, 2022, Minutes

3)b. April 12, 2022, Minutes

4) **Public Comments**

5) **Recess**

6) **Reports and Recommendations from the Superintendent of Schools**

6)a. Fiscal Year 2022-2023 Budget Development

6)a.1. 2022-2023 Capital Plan

6)a.2. Updated Long-Term Facilities Maintenance (LTFM) 10-Year Plan

7) **Policy Committee Report**

7)a. Revision of Policy 6510: Work Based Learning

7)b. Revision of Policy 6000: Mission Of The Educational Program

7)c. Revision of Policy 3546: Bus Equipment and Drivers

8) **Action Items by the Board of Education**

8)a. Approval of the Consent Agenda

8)a.1. Personnel Items

8)a.1.a. Approval of List A personnel matters (2022-05-ER-A)

8)a.1.b. Approval of List B personnel matters (2022-05-ER-B)

8)a.2. Contracts

8)a.2.a. Contract with American Reading Company (2022-4400001349)

8)a.2.b. Authorization to contract with Apple Computers

8)a.2.c. Amendment to contract 2022-13599 with Collaborative Student Transportation of Minnesota

8)a.2.d. Contract with Joshua Downham (2022-4400001351)

8)a.2.e. Authorization to contract with Heartland

- 8)a.2.f. Amendment to contract 2022-13606 with Miller Dunwiddie Architecture
- 8)a.2.g. Authorization to contract with Now Micro
- 8)a.2.h. Contract with Oliver Packaging and Equipment (2022-13611)
- 8)a.2.i. Authorization to contract with PFM
- 8)a.2.j. Amendment to contract 2022-13600 with Rift Valley Transportation Inc
- 8)a.2.k. Amendment to contract 2022-13610 with Rochon Corporation
- 8)a.2.l. Contract with SuccessFactors (2022-4400001360)
- 8)a.3. Resolutions
 - 8)a.3.a. Resolution to Approve Equal Treatment in Transporting Students Funding to Non-Public Schools (2022-0036)
 - 8)a.4. Agreements
 - 8)a.4.a. Weather Station Land Use Agreement (2022-A2211223)
 - 8)a.5. Reports
 - 8)a.5.a. Receive and file radon testing report summary (2022-0035)
 - 8)b. Approval of the 2020-2023 Collective Bargaining Agreement Between Special School District No. 1, and Service Employees International Union, Local 284, Food Service (2022-05-ER-CBA-SEIU)
 - 8)c. Approval of the 2021-2023 Collective Bargaining Agreement between Special School District No. 1, and Minneapolis Federation of Teachers, Local 59, Education Support Professionals (2022-05-ER-CBA-ESP)
 - 8)d. Approval of the 2021-2023 Collective Bargaining Agreement Between Special School District No. 1, and Minneapolis Federation of Teachers, Local 59 (2022-05-ER-CBA-MFT)
 - 8)e. Approval of the 2021-2023 Collective Bargaining Agreement Between Special School District No. 1, and Minneapolis Federation of Teachers Adult Education (2022-05-ER-CBA-AE)
 - 8)f. Approval of the 2021-2023 Collective Bargaining Agreement Between Special School District No. 1, and Minneapolis Principals Forum (2022-05-ER-CBA-MPF)
 - 8)g. Approval of the 2021-2024 Collective Bargaining Agreement Between Special School District No. 1, and Minnesota Teamsters Public Law Enforcement Employees, Local 320--Grounds (2022-05-ER-CBA-Grounds)
 - 8)h. Approval of the 2022-2024 Non-Represented Employees Compensation Plan (2022-0037)
 - 8)i. Designating Willard, Gordon, and Tuttle buildings as surplus real properties (2022-0030)

8)j. Transfer of Capital Funds (2022-0018)

8)k. Appointing a director to fill the remaining term on a vacant board seat

8)l. Appointing an interim superintendent for the 2022-2023 school year and approving an interim superintendent employment contract

9) **New Business**

10) **Reports from Board of Education Directors**

11) **Adjournment**

Minneapolis Public Schools – Board of Education
Special School District No. 1
Special Business Meeting
March 29, 2022

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 special business meeting at the John B. Davis Educational Services Center March 29, 2022, commencing at 5:00 pm. Chair Ellison called the meeting to order.

I. ROLL CALL

Present: Directors: Jenny Arneson, Sharon El-Amin, Siad Ali, Adriana Cerrillo, Nelson Inz, Ira Jourdain, Kimberly Caprini, Kim Ellison, Student Representative Wesson, Superintendent Ed Graff – 10

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 March 29, 2022. Motion to approve the agenda was put to a vote and carried out unanimously.

III. ACTION ITEMS BY THE BOARD OF EDUCATION

A. APPROVING MODIFICATIONS TO THE 2021-2022 SCHOOL YEAR AND SCHOOL DAY, AND AUTHORIZING IMPLEMENTATION OF MEMORANDUM OF AGREEMENT TERMS

WHEREAS, in accordance with Minnesota Statute section 120A.41, Minneapolis Public Schools must provide a minimum number of school days and instructional hours; and

WHEREAS, additional days and hours must be scheduled to meet these minimums for the 2021-2022 school year; and

WHEREAS, exclusive representation of the Minneapolis Federation of Teachers and Educational Support Professionals, Local 59 (MFT), have agreed to these terms; and

WHEREAS, MFT has ended their work stoppage effective March 28 with student instruction beginning on March 29.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of Special School District No. 1, Minneapolis Public Schools (MPS), hereby approves the following modifications to the 2021-2022 school year and school day length:

- 1. For all schools, beginning with April 11, forty-two (42) minutes shall be added to the end of each school day for the remainder of the school year.*
- 2. For all schools, April 1 shall become an instructional day.*
- 3. Quarter 3 will end on April 21 and Quarter 4 will begin on April 22.*
- 4. For all schools, June 13, 14, 15, 16, 17, 21, 22, 23, and 24 shall become instructional*

days.

5. June 16, 17, 21, 22, 23, 24 shall be authorized to have a digital learning option available for students, pending agreement between MFT and MPS, and as allowed by applicable laws and guidance from the Minnesota Department of Education.

6. March 8, 9, 10, 11, 14, 15, 16, 17, 18, 21, 22, 23, 24, 25, and 28 shall be reflected in the updated calendar as non-instructional days for record-keeping purposes.

FURTHER, BE IT RESOLVED, that the Board of Directors hereby authorizes the Superintendent of Schools to implement all necessary actions in the signed "Return-to-Work Memorandum of Agreement" with the Minneapolis Federation of Teachers and Educational Support Professionals.

MOTION: Director Arneson moved, seconded by Director Caprini, that the Board of Education, Special School District No. 1, approve the Modifications to the 2021-2022 School Year and School Day, and Authorizing Implementation of Memorandum of Agreement Terms.

CALL TO QUESTION: Director Ali called to Question, a non-debatable motion. The motion passed by majority.

VOTE: Vote was called on the motion, the motion appeared to pass unanimously by voice vote.

RECESS: Chair called a Recess.

2ND VOTE: Upon return from Recess Chair called for a roll-call vote. Motion passed by majority:

Director	Yay	Nay
Arneson	X	
El-Amin		X
Ali	X	
Cerrillo	abstain	
Inz	X	
Jourdain		X
Caprini	X	
Ellison	X	

B. APPROVAL OF THE 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.

- a. *Contracts Requiring Board of Education Approval*
 - a. *Contract with AVM Construction LLC (2022-13474)*

- b. Amendment to contract 2022-13493 with Bille Bus Transportation, Inc
- c. Contract with EAI Education (2022-0000001234)
- d. Contract with Insight Public Sector Inc. (2022-4400001305)
- e. Amendment to contract 2022-4400001062 with Johnson Litho Graphics
- f. Contract with MACKIN Educational Resources (2022-4400001315)
- g. Amendment to contract 2022-13535 with Minneapolis and Suburban Bus Company
- h. Contract with Paragon Development Systems Inc. (2022-4400001307)
- i. Contract with RAK Construction Inc (2022-13487)
- j. Contract with Stahl Construction Company (2022-13466)
- k. Amendment to contract 2022-13504 with Wide Area Transportation Services Inc (WATSI)
- b. Miscellaneous Approvals
 - a. Approving Out-of-State Edison Baseball Team Travel Request
 - b. Receiving and filing a vote of concurrence by the American Indian Parent Advisory Committee (AIPAC)

MOTION: Director Caprini moved, seconded by Director Inz, 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 by majority.

Director	Yay	Nay
Arneson	X	
El-Amin	No vote	
Ali	X	
Cerrillo	No vote	
Inz	X	
Jourdain	X	
Caprini	X	
Ellison	X	

IV. ADJOURNMENT
Chair Ellison adjourned the meeting.

Minneapolis Public Schools – Board of Education
Special School District No. 1
Business Meeting
April 12, 2022

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 April 12, 2022, commencing at 5:30 pm. Chair Ellison called the meeting to order.

I. ROLL CALL

Present: Directors: Jenny Arneson, Sharon El-Amin, Siad Ali, Adriana Cerrillo, Nelson Inz, Kimberly Caprini, Kim Ellison, Student Representative Rance - Superintendent Ed Graff – 9

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 April 12, 2022. Motion to approve the agenda was put to a vote and carried out unanimously.

III. ACCEPTANCE OF MINUTES

MOTION: Director Inz moved, seconded by Director Arneson that the Board of Education, Special School District No. 1, approve the Minutes for February 8, 2022. Motion to approve the Minutes was put to a vote and carried out unanimously.

IV. PUBLIC COMMENTS

Comments given in-person

V. RECESS – Board took a 15-minute Recess

VI. REPORTS AND RECOMMENDATIONS FROM THE SUPERINTENDENT OF SCHOOLS – SKIPPED

VII. 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.

- a. *Personnel Items*
 - a) *Personnel List A*
 - b) *Personnel List B*
- b. *Contracts Requiring Board of Education Approval*
 - a. *Amendment to contract 2022 4400001038 with Al-Maa'uun Career Services*
 - b. *Amendment to contract 2022-13563 with Construction Results Corp*
 - c. *Amendment to contract 2022-4400001125 with David Hoy*

- d. Contract with Double Line Inc. (2022-4400001336)
- e. Authorization to contract with Infinite Campus
- f. Contract with Muska Electric Co (2022-13550)
- g. Contract with Now Micro Inc. (2022-4400001299)
- h. Amendment to contract 2022-13544 with Pope Architects
- i. Amendment to contract 2022-4400001073 with Ratwik, Roszak & Maloney
- j. Contract with Sheehy Construction (2022-13571)
- k. Contract with Somali Success School (2022-4400001338)Agreements
- c. Resolutions
 - a. Resolution Approving Safe Routes to School (SRTS) Boost Grant (2022-0025)
 - b. Resolution authorizing a property easement at Bryn Mawr and Anwatin schools (2022-0027)
 - c. Resolution of Support for 2022-2023 Minnesota GreenCorps Host Site Application (2022-0026)

MOTION: Director Caprini moved, seconded by Director Cerrillo, 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 by majority.

Director	Yay	Nay
Arneson	X	
El-Amin	abstain	
Ali	X	
Cerrillo	X	
Inz	X	
Jourdain	not present	
Caprini	X	
Ellison	X	

B. RENAMING JEFFERSON AS ELLA BAKER (2022-0023)

WHEREAS, a majority of the school community believes that a school name should be inspirational and welcoming to all students; and

WHEREAS, the majority of students, staff parents and community support renaming Jefferson School; and

WHEREAS, the School Board’s advisory committee on school names also recommended that Jefferson School be renamed; and

WHEREAS, in accordance with policy and regulation and through a process of nomination, student and community input and survey, and ultimately school site-council approval, a recommendation to rename Jefferson as Ella Baker was submitted to the Superintendent of Schools; and

WHEREAS, the Superintendent of Schools has reviewed the proposed school building name change recommendation and accompanying documentation; and

WHEREAS, the Superintendent of Schools has forwarded the recommendation for action to the Board of Directors, renaming Jefferson as Ella Baker.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors, Special School District No. 1 (Minneapolis Public Schools) hereby renames Jefferson, 1200 West 26th St, Minneapolis Minnesota, 55405, as Ella Baker, effective July 1, 2022; and

FURTHER, BE IT RESOLVED, that the Board of Directors hereby authorizes the Superintendent of Schools to implement all necessary actions to effectuate this name change including applying applicable programmatic naming conventions in accordance with policy or regulation.

MOTION: Director Cerrillo moved, seconded by Director El-Amin that the Board of Education, Special School District No. 1, approve the resolution renaming Jefferson as Ella Baker. The motion to approve the resolution was put to a vote and carried out unanimously.

C. RENAMING SHERIDAN AS LAS ESTRELLAS (2022-0024)

WHEREAS, a majority of the school community believes that a school name should be inspirational and welcoming to all students; and

WHEREAS, the majority of students, staff parents and community support renaming Sheridan School; and

WHEREAS, the School Board's advisory committee on school names also recommended that Sheridan School be renamed; and

WHEREAS, in accordance with policy and regulation and through a process of nomination, student and community input and survey, and ultimately school site-council approval, a recommendation to rename Sheridan as Las Estrellas was submitted to the Superintendent of Schools; and

WHEREAS, the Superintendent of Schools has reviewed the proposed school building name change recommendation and accompanying documentation; and

WHEREAS, the Superintendent of Schools has forwarded the recommendation for action to the Board of Directors, renaming Sheridan as Las Estrellas.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors, Special School District No. 1 (Minneapolis Public Schools) hereby renames Sheridan, 1201 University Ave. NE, Minneapolis Minnesota, 55413, as Las Estrellas, effective July 1, 2022; and

FURTHER, BE IT RESOLVED, that the Board of Directors hereby authorizes the Superintendent of Schools to implement all necessary actions to effectuate this name change including applying applicable programmatic naming conventions in accordance with policy or regulation.

MOTION: Director Arneson moved, seconded by Director Caprini, that the Board of Education, Special School District No. 1, approve the resolution renaming

Sheridan as Las Estrellas. The motion to approve the resolution was put to a vote and carried out unanimously.

D. APPROVING THE MINNEAPOLIS BOARD OF EDUCATION ELECTION DISTRICTS (2022-0021)

WHEREAS, in accordance with Minnesota Statutes and other applicable laws, following the federal census, school districts with election districts, within 80 days of the completion of legislative redistricting or by April 26, 2022, whichever comes first, must either confirm that the existing election districts meet all local, state, and federal requirements or redraw the boundaries accordingly; and

WHEREAS, by adoption of School Board Policy 8114 (School Board Election Districts), the Board has determined that it is in the best interest of the School District and of the citizens of the City of Minneapolis that the school board election districts “shall correspond to the Minneapolis Park and Recreation Board election districts”, which are drawn by the Minneapolis Charter Commission; and

WHEREAS, the Minneapolis Park and Recreation Board election districts have the same legal requirements as Minnesota school board election districts, including but not limited to being as equal in population as practicable and must be composed of compact, contiguous territory; and

WHEREAS, the Charter Commission utilized a comprehensive and transparent redistricting process that included extensive data analysis, gathering of public feedback, and assurances of conformity with legal requirements; and

WHEREAS, pursuant to Minnesota Statutes Section 205A.12, Subd. 6, notice of the intent to redistrict was duly provided and a public hearing on the proposed election district boundary maps was held on February 24, 2022; and

WHEREAS, the Charter Commission approved the final Park and Recreation Board election district boundary maps on March 2, 2022 (labeled as attachment 2022-0021A).

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of Special School District No. 1, Minneapolis Public Schools, hereby approves the same boundaries of the six election districts of the Minneapolis Park and Recreation Board as approved by the Charter Commission on March 2, 2022; and

FURTHER, BE IT RESOLVED, that the School Board Clerk or their designee is directed to file the approved election district boundary maps with the Hennepin County Auditor and the City of Minneapolis Elections Office, and to provide a copy to the Minnesota Secretary of State Elections Division; and

FINALLY, BE IT RESOLVED that the effective date of the six newly approved election district boundaries shall be August 9, 2022, the same day as the state primary election.

MOTION: Director El-Amin moved, seconded by Director Arneson, that the Board of Education, Special School District No. 1, approve the Minneapolis Board of Education Election Districts. The motion to approve the resolution was put to a vote and carried out unanimously.

E. APPROVING THE DESIGNATION OF ELECTION PRECINCT BOUNDARIES AND POLLING PLACE LOCATIONS (2022-0022)

WHEREAS, election district boundaries have been redrawn after the federal census; and

WHEREAS, Special School District No. 1 (Minneapolis Public Schools) contracts with the City of Minneapolis Elections Office to administer elections; and

WHEREAS, the Minneapolis City Council has designated new election precinct boundaries and assigned new polling places aligned to the newly drawn election districts; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of Special School District No. 1, Minneapolis Public Schools, hereby adopts the election precinct boundaries and polling places (file attachment 2022-0022A), effective beginning with the 2022 primary election; and

FURTHER, BE IT RESOLVED, that the School Board Clerk or their designee is directed to file the election precinct boundaries and polling places with all necessary parties; and

FINALLY, BE IT RESOLVED, that polling place reassignments made by the City of Minneapolis shall be adopted for use by Special School District No. 1 without further approval.

MOTION: Director Caprini moved, seconded by Director Arneson, that the Board of Education, Special School District No. 1, approve the Designation of Election Precinct Boundaries and Polling Place locations. The motion to approve the boundaries and locations was put to a vote and carried out unanimously.

VIII. NEW BUSINESS

- a. Announcing a timeline to fill a vacant at-large school board director seat
- b. Announcing a timeline to appoint an interim superintendent

IX. REPORTS FROM BOARD OF EDUCATION DIRECTORS

- No reports given

X. ADJOURNMENT

Chair Ellison adjourned the meeting.

2022-23 Budget Presentation

May 10, 2022

Agenda

1. Previous ESSER III Funding Plan
2. Current Budget Situation
3. Steps Taken to Balance the Budget
4. Updated ESSER III Funding Plan
5. ESSER III Financial Summary
6. Capital Plan Adjustments
7. FY23 Budget, Anticipated Revenues and Expenditures

Attachments

- Department Budget Spreadsheet (on BoardBook)
- School Budget Spreadsheet (on BoardBook)
- Department Reductions (in appendix)
- Equity Considerations Process (in appendix)

Previous ESSER III Funding Plan

A total of \$159.5 million in ESSER III funding was allocated, including:

- **Academic supports/address impacts on learning (\$39.1 million)**
- **Safe & Healthy Schools (\$19.2 million)**
 - \$11.6 million to upgrade ventilation systems
- **IT/Technology (\$14.2 million)**
- **Highly Qualified Staff (\$7.9 million)**
- **Mental Health Supports (\$4.5 million)**
- **Continuity of Services (\$74.6 million over two years)**
 - Maintain staffing/service levels at schools and departments

Current Budget Situation

- Budgets for the 2022–23 school year originally closed in March.
- Additional projected student enrollment decline of 1,000 students will impact next year’s budget.
- Honoring valued employees with new contract involves:

2021–22 SY: \$53.5 million covered by:

- Vacancy savings: \$24 million
- Available ESSER dollars: \$29.5 million

2022–23 SY: Previous budget gap of \$59.1 million increased to \$86.2 million, to be covered by:

- Available ESSER dollars
- Fund balance
- Budget reductions

Steps Taken to Balance the Budget

- **Revised budgets for schools and departments were due Friday, April 29.**
- **5% reduction in budgets for departments**
 - Dollars reallocated to schools from department budgets to minimize impact to students.
 - Will impact essential and sometimes mandatory school services such as: transportation, custodial, payroll, procurement, recruitment and staffing, devices for students, community engagement among others.
- **Estimated 1% increase in budgets for schools**, changed from initial estimate of 3% reduction due to reallocation of district-level dollars to reduce impact on schools.
- **School-by-school adjustments for projected enrollment loss** of 1,000 students.
- **Reallocation of non-learning loss ESSER funds** for continuity of services at schools and departments.
- **Accessing assigned fund balance.**
- **Equity Considerations** impacted decisions for 2022-23 budget.

Updated ESSER III Funding Plan

Continuing ESSER III Projects

- **20% of \$159.5 million in ESSER funding (\$31.9 million) for learning loss** is protected from budget cuts, including:
 - Reading Partners contracted services
 - Math Strategies
 - Early literacy professional development including LETRS, Groves, PRESS
 - Site Based Reading Teachers at every middle school
 - MTSS or Tiered Intervention Data Warehouse
 - Americorps tutors and graduation coaches in Office of Black Student Achievement, Indian Ed, and Check & Connect
 - Homeless/Highly Mobile summer program access support and literacy project
- **Community Partnership Contracts (\$2.5 million)**
 - \$2.5 million in culturally specific community partnerships to support students/families
- **Program/Staff Continuity (\$125.1 million)**

Updated ESSER III Funding Plan – Cont'd.

Some ESSER III projects now covered by other funding sources, including:

- Ventilation improvements
- Technology/Universal Devices
- Mental Health supports
- Professional development around climate
- Maintaining student stipends for youth participation and CityWide Student Leadership Board

Updated ESSER III Funding Plan – Cont'd.

Some ESSER III projects are delayed or are no longer currently funded, including:

- Custodial recruitment and retention
- Emergency management services and supplies
- Development of additional teacher licensure/pathways programs
- Community outreach navigators
- Additional personal protective equipment (PPE)

**Note: Budgets are preliminary and subject to change.*

ESSER III Financial Summary

How the \$159.5 million in total ESSER III funding is allocated:

- \$19.7 million spent in the current year.
- \$31.9 million for learning loss protected from budget cuts.
- \$2.5 million for community contracting.
- \$59 million for continuity of services in 2022–23 school year.
- \$56.4 million for continuity of services in 2023–24 school year.

\$0 remaining ESSER funds.

Capital Plan Adjustments

- Due to enrollment losses, MPS is projecting decreased revenues in future years
- [Policy 3290](#) sets debt limits:
 - Debt payments may not be more than 15% of operating revenues
- Capital Plan for bonding adjusted down to approximately \$64 million for Fall 2022, as SO DeVet shared at 4/26 Committee of the Whole Meeting:
 - Removed IT and fleet replacement from plan. Will use current unspent bond proceeds.
 - Delaying some CTE renovations and Wilder entrance.

FY 23 Budget – Anticipated Revenues and Expenses

Fund	Revenue	Expenses
General Operating Fund	\$491,176,294	\$519,559,148
General Fund Grants	\$128,200,000	\$128,200,000
General Fund Special Revenue	\$10,000,000	\$10,000,000
Food Service Fund	\$24,895,120	\$26,595,120
Food Service Grants	\$115,000	\$115,000
Community Service Fund	\$26,572,419	\$27,813,801
Community Service Fund Grants & Special Revenue	\$10,395,600	\$10,395,600
Capital Projects Fund	\$64,198,898	\$130,000,000
Debt Service Fund	\$91,134,710	\$91,134,710
Total	\$846,688,041	\$943,813,379

Next Steps

- Finance Committee, May 17 – 2022–23 Budget Resolution
- Board Meeting, June 14 – Board votes on 2022–23 Budget Resolution

Questions

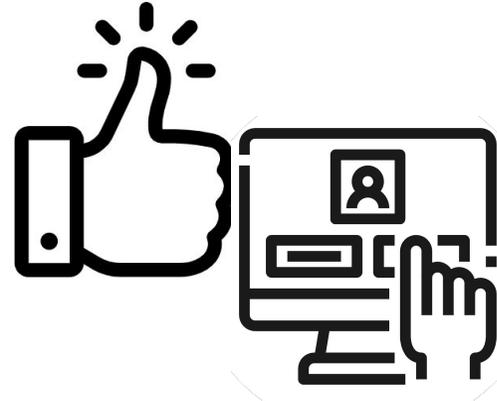
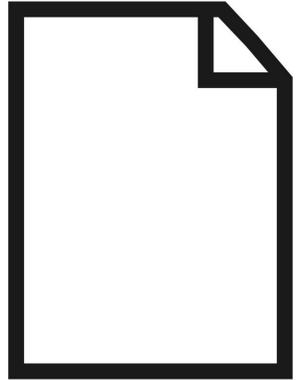
Appendix: Department Reductions

Department Reductions

Division	Fund 1 Reduction	ESSER Reduction
Board of Education/Board Office	\$0	N/A
Superintendent's Office	\$358,084	N/A
General Counsel	\$0	N/A
Communications, Engagement & External Relations	\$243,763	\$190,489
Academics	\$4,665,712	\$3,617,203
Information Technology	\$0	\$7,000,000
Accountability, Research & Equity	\$214,037	\$1,015,678
Finance	\$362,448	\$239,477
Operations	\$565,175	\$17,306,165
Human Resources	\$215,736	\$1,107,366

Appendix: Equity Considerations for Budgeting Process

Appendix – Equity Considerations Timeline



Complete the Equity Considerations Document

Review, Revise, and Finalize Document

Final Review + Enter Info Into Qualtrics

Summary Report

Schools and Departments complete the Equity Considerations for Budgeting Document AND *if applicable*, Title Worksheet(s) and Achievement & Integration Worksheet

Ongoing:
REAA team reviews/ provides feedback on the document
Schools and Departments make revisions and finalizes the document

REAA team creates a public-facing version of the document, which is **approved by Schools and Departments**

REAA writes and submits an Equity Considerations for Budgeting Summary Report to the Board

Appendix – Equity Considerations

SCHOOL EQUITY CONSIDERATIONS DOCUMENT SECTIONS

Meaningful Inclusion of Diverse Perspectives

- Students
- Staff
- Families/Community members

Initiative Inventory and Prioritization

- Prioritized activity, strategies, program, initiatives

Budget Alignment and Trade-Offs

- Alignment to school priorities
- Supplementary/restricted funds

Equity Considerations

- Impact
- Mitigation Plan

DEPARTMENT EQUITY CONSIDERATIONS DOCUMENT SECTIONS

Meaningful Inclusion of Diverse Perspectives

- Internal Engagement
- External Engagement

Budget Alignment and Trade-Offs

- In order to maintain strong core functions
- Supplementary/restricted funds

Equity Considerations

- Impact
- Mitigation Plan

Appendix C – Additional Equity Considerations

Due to the need to make additional cuts to department and school budgets as a result of the MFT contract settlement, the Senior Leadership team used the following process to mitigate inequitable impacts when making new cuts:

1. Explain the proposed change (i.e. decreased FTE, elimination of contract, decreased extended time etc.)
2. With any changes (cuts, reductions, or additions) being made in 2022–23:
 - a. **Identify which specific groups** (i.e., staff, students, families, and/or community groups) **will be most directly impacted by changes** to your division/department core function including programs, supports, or services or initiatives/strategies next year; and
 - b. **What you will do to mitigate any potential negative impacts** to these groups. Also, considered the anticipated positive impacts.

Appendix – Additional Equity Considerations

Due to the need to make additional cuts to school budgets as a result of the MFT contract settlement, REAA is asking school leaders to complete an addendum to their original Equity Considerations Document as follows:

<p>BUDGET CHANGES: Explain the proposed budget changes and how it will impact your school’s initiatives including programs, supports, and/or services.</p>	<p>IMPACTS OF BUDGET CHANGES: Identify which specific groups (i.e., staff, students, families, and/or community groups) you anticipate will be most directly impacted by changes to your school’s budget (i.e., positions, programs, supports, and/or services).</p>	<p>MITIGATION PLAN: Describe how you plan to mitigate any potential negative impacts for the specific groups named.</p>
<p><i>EXAMPLE: Cut 2 licensed positions that support student interventions.</i></p>	<p><i>EXAMPLE: The majority of our students who qualify for interventions are from our underserved populations (predominantly our Black and American Indian students and those receiving SPED services).</i></p>	<p><i>EXAMPLE: Current staff will absorb the responsibilities of the 2 licensed positions that are cut, prioritizing serving our most underserved students.</i></p>

Minneapolis Public Schools																
School Allocations																
2022-23																
					\$2,418.64	\$105,660			\$432.72			\$105,660	\$200	\$105,660	\$105,660	\$105,660
	Magnet School															
	Comprehensive School															
ORG	School Site	Enrollment Projection 2022-23	Poverty %	Principal/AP 2022-23	Class Size Referendum 2022-23	General Fund Class Size based on K- 8 = 1.0 9-12 =1.2 2022-23	School Within a School 2022-23	Basic Per student ESSER 2022-23	Targeted Programming ESSER 2022-23	Translation/ Language Line ESSER 2022-23	Career Tech Ed Basic Per Student 2022-23	Small School Adjustment for enrollment less than 250 ESSER 2022-23	Building Reserve 2022-23	Referendum Differentiation Specialist 2022-23	Q Comp for IS position, PD/TE support 2022-23	Athletic Directors 2022-23
	K-5 Schools															
2225	ANISHINABE ACAD	203	87.1%	\$335,987	\$486,036	\$760,752		\$87,843		\$3,000		\$40,600	\$105,660			\$41,698
2103	ARMATAGE	351	13.8%	\$183,079	\$845,280	\$898,110		\$151,886	\$44,688	\$3,000						\$33,132
2105	BANCROFT	363	48.4%	\$335,987	\$876,978	\$929,813.00		\$157,078		\$5,000						\$46,698
2217	BARTON	471	23.3%	\$335,987	\$1,141,128	\$1,183,392		\$203,812		\$3,000						\$45,698
2107	BETHUNE	226	84.7%	\$335,987	\$549,432	\$834,714		\$97,795		\$3,000	\$45,200	\$105,660				\$57,264
2249	BRYN MAWR	264	75.8%	\$183,079	\$633,960	\$1,014,336		\$114,239		\$5,000		\$105,660				\$61,264
2110	BURROUGHS	462	4.4%	\$335,987	\$1,119,996	\$1,162,260		\$199,918	\$57,472	\$3,000						\$34,132
2293	CITYVIEW	158	88.4%	\$335,987	\$380,376	\$602,262		\$68,370		\$3,000	\$31,600	\$105,660				\$55,264
2180	DOWLING	282	34.8%	\$183,079	\$686,790	\$707,922		\$122,028		\$5,000						\$32,132
2260	EMERSON SPANISH	500	55.4%	\$335,987	\$1,204,524	\$1,278,486		\$216,361		\$8,000						\$46,698
2222	FOLWELL ARTS	328	73.5%	\$335,987	\$792,450	\$844,222		\$141,933		\$8,000		\$105,660				\$59,264
2256	R GREEN CENTRAL PARK	518	51.8%	\$335,987	\$1,257,354	\$1,310,184		\$224,150		\$12,000		\$105,660				\$47,698
2287	HALL	179	92.4%	\$335,987	\$433,206	\$686,790		\$77,457		\$3,000	\$35,800	\$105,660				\$42,698
2130	HIAWATHA	222	20.3%	\$167,994	\$538,866	\$612,828		\$96,064	\$157,189	\$3,000	\$44,400					\$30,132
2224	HMONG ACADEMY	225	78.3%	\$335,987	\$549,432	\$845,280		\$97,363		\$8,000	\$45,000	\$105,660				\$48,698
2132	HOWE	246	28.8%	\$167,994	\$591,696	\$549,432		\$106,450	\$119,183	\$3,000	\$49,200					\$28,132
2151	JENNY LIND	226	71.4%	\$335,987	\$549,432	\$834,714		\$97,795		\$3,000	\$45,200	\$105,660				\$56,264
2135	KENNY	340	6.0%	\$183,079	\$824,148	\$824,157		\$178,815	\$81,149	\$3,000						\$31,132
2136	KENWOOD	384	32.1%	\$183,079	\$929,808	\$972,072		\$166,166		\$3,000						\$43,698
2140	LORING	297	53.0%	\$183,079	\$718,488	\$739,620		\$128,519	\$52,830	\$3,000		\$105,660				\$34,132
2282	LUCY LANEY	322	85.9%	\$335,987	\$781,884	\$1,215,090		\$139,337		\$3,000		\$105,660				\$62,264
2144	LYNDALE	355	64.8%	\$335,987	\$855,846	\$887,544		\$153,617		\$8,000		\$105,660				\$47,698
2223	MARCY	485	55.6%	\$335,987	\$1,172,826	\$1,215,090		\$209,871		\$8,000						\$62,264
2288	NELLIE STONE JOHNSON	190	92.5%	\$335,987	\$454,338	\$739,620		\$82,217		\$3,000	\$38,000	\$105,660				\$44,698
2152	NORTHROP	398	18.0%	\$183,079	\$898,103	\$1,003,770		\$235,627	\$27,860	\$3,000						\$32,132
2421	ON-LINE K-5	262	58.4%	\$100,852	\$633,960	\$644,526		\$113,373		\$5,000						
2155	PILLSBURY	355	60.7%	\$183,079	\$855,846	\$908,676		\$153,617		\$5,000		\$105,660				\$47,698
2156	PRATT	237	72.2%	\$183,079	\$570,564	\$602,262		\$102,555		\$8,000	\$47,400					\$42,698
2221	SEWARD	616	49.6%	\$335,987	\$1,489,806	\$1,553,202		\$266,557		\$12,000		\$105,660				\$63,264
2161	SHERIDAN	321	51.2%	\$335,987	\$771,318	\$813,582		\$138,904	\$213,298	\$8,000		\$105,660				\$54,264
2165	WAITE PARK	283	24.5%	\$183,079	\$686,790	\$707,922		\$122,461	\$53,892	\$3,000						\$31,132
2215	WEBSTER	255	57.8%	\$183,079	\$612,828	\$623,403		\$142,033		\$5,000		\$105,660				\$44,698
2289	WHITTIER	321	81.3%	\$377,922	\$771,318	\$813,582		\$138,904		\$8,000		\$105,660				\$71,830
2170	WINDOM	384	24.3%	\$183,079	\$929,808	\$972,072		\$166,166	\$35,310	\$3,000						\$43,698
	Total K-5	11,029		\$9,059,476	\$26,594,615	\$30,291,687	\$0	\$4,899,280	\$842,871	\$172,000	\$0	\$422,400	\$1,901,880	\$0	\$1,524,166	\$0
	K-8 Schools															
2179	JEFFERSON	614	80.7%	\$335,987	\$1,489,806	\$1,299,618		\$265,692		\$12,000		\$105,660				\$101,962
2193	SULLIVAN	578	68.2%	\$335,987	\$1,394,712	\$1,257,354		\$250,114		\$8,000		\$105,660				\$77,830
	Total K-8	1,192		\$671,974	2,884,518	\$2,556,972	-	515,806	-	20,000	-	-	211,320	-	179,792	-

Minneapolis Public Schools																
School Allocations																
2022-23																
					\$2,418.64	\$105,660			\$432.72			\$105,660	\$200	\$105,660	\$105,660	\$105,660
	Magnet School															
	Comprehensive School															
ORG	School Site	Enrollment Projection 2022-23	Poverty %	Principal/AP 2022-23	Class Size Referendum 2022-23	General Fund Class Size based on K-8 = 1.0 9-12 = 1.2 2022-23	School Within a School 2022-23	Basic Per student ESSER 2022-23	Targeted Programming ESSER 2022-23	Translation/ Language Line ESSER 2022-23	Career Tech Ed Basic Per Student 2022-23	Small School Adjustment for enrollment less than 250 ESSER 2022-23	Building Reserve 2022-23	Referendum Differentiation Specialist 2022-23	Q Comp for IS position, PD/TE support 2022-23	Athletic Directors 2022-23
	Combined Campus															
2218	FIELD	314	11.8%	\$183,079	\$760,752	\$636,021		\$197,210	\$114,398	\$3,000			\$105,660		\$41,698	
2123	HALE	316	9.1%	\$183,079	\$760,752	\$887,544		\$136,740	\$102,595	\$3,000					\$31,132	
2104	LAKE HARRIET LOWER	339	3.6%	\$183,079	\$824,148	\$950,940		\$146,693	\$91,979	\$3,000					\$31,132	
2219	LAKE HARRIET UPPER	334	4.4%	\$183,079	\$803,016	\$750,186		\$144,529	\$117,001	\$3,000					\$31,132	
2220	LK NOKOMIS - KEEWAYDIN	348	30.1%	\$183,079	\$845,280	\$813,582		\$150,588		\$3,000					\$32,132	
2167	LK NOKOMIS - WENONAH	170	28.7%	\$183,079	\$412,074	\$475,469		\$84,130	\$152,027	\$3,000		\$34,000			\$28,132	
	Total Combined Campus	1,821		\$1,098,474	\$4,406,022	\$4,513,742	\$0	\$859,890	\$578,000	\$18,000	\$0	\$34,000	\$105,660	\$0	\$195,358	\$0
	Middle Schools															
2331	ANDERSEN	851	64.4%	\$513,062	\$2,060,370	\$1,310,184		\$368,247		\$12,000			\$105,660		\$94,396	
2300	ANTHONY	816	15.5%	\$352,120	\$1,975,842	\$1,257,354		\$353,102	\$193,934	\$3,000					\$60,264	
2309	ANWATIN	349	60.2%	\$352,120	\$845,280	\$538,866	\$142,792	\$151,020		\$5,000			\$105,660		\$50,698	
2327	FRANKLIN	283	73.8%	\$352,120	\$686,790	\$433,206		\$122,461		\$3,000			\$105,660		\$57,264	
2323	JUSTICE PAGE	928	27.9%	\$513,062	\$2,239,992	\$1,436,976		\$401,567		\$5,000					\$77,830	
2316	NORTHEAST	499	56.7%	\$352,120	\$1,204,524	\$771,318		\$215,929		\$5,000			\$105,660		\$62,264	
2318	OLSON	368	70.9%	\$352,120	\$887,544	\$570,564		\$159,242		\$5,000			\$105,660		\$60,264	
2324	SANFORD	739	31.6%	\$553,826	\$1,785,654	\$1,141,128		\$319,782		\$3,000					\$53,698	
	Total Middle Schools	4,833		\$3,340,550	\$11,686,067	\$7,459,596	\$142,792	\$2,091,349	\$193,934	\$41,000	\$0	\$0	\$528,300	\$0	\$516,678	\$0
	High Schools															
2352	EDISON	865	71.2%	\$528,722	\$2,092,068	\$1,563,768		\$374,305		\$8,000	\$633,960				\$86,830	\$122,143
2347	FAIR	340	54.8%	\$365,213	\$824,148	\$612,828		\$147,126	\$15,000	\$3,000	\$105,660		\$105,660		\$52,264	
2354	HENRY	875	69.2%	\$528,722	\$2,113,200	\$1,584,900	\$330,896	\$378,632	\$378,277	\$8,000	\$422,640				\$99,396	\$122,143
2390	HERITAGE ACADEMY	109	69.2%	\$201,704	\$264,150	\$200,754		\$47,167	\$126,157	\$12,000	\$52,830	\$21,800	\$105,660		\$28,132	
2375	NORTH	437	67.8%	\$365,213	\$1,056,600	\$792,450		\$189,100	\$710,000	\$3,000	\$211,320		\$105,660		\$72,830	\$102,753
2415	ON-LINE 6-12	352	56.7%	\$100,852	\$855,846	\$718,488		\$152,318		\$5,000	\$105,660				\$41,698	
2360	ROOSEVELT	1,010	60.5%	\$528,722	\$2,440,746	\$1,827,918	\$278,284	\$437,050		\$12,000	\$633,960				\$86,830	\$122,143
2362	SOUTH	1,470	51.1%	\$692,231	\$3,550,176	\$2,662,632		\$636,102	\$353,733	\$8,000	\$422,640		\$105,660		\$120,528	\$113,421
2364	SOUTHWEST	1,505	22.5%	\$692,231	\$3,645,270	\$2,593,933	\$178,078	\$772,777		\$5,000	\$316,980				\$99,396	\$102,707
2368	WASHBURN	1,535	28.5%	\$692,231	\$3,708,666	\$2,657,329		\$785,758		\$5,000	\$316,980				\$99,396	\$110,655
2363	WELLSTONE INT'L	158	81.5%	\$201,704	\$380,376	\$285,282	\$165,864	\$68,370		\$8,000	\$52,830	\$31,600			\$31,132	
	Total High Schools	8,656		\$4,897,545	\$20,931,246	\$15,500,282	\$953,122	\$3,988,706	\$1,583,167	\$77,000	\$3,275,460	\$53,400	\$422,640	\$0	\$818,432	\$795,965

Minneapolis Public Schoc												
School Allocations												
2022-23												
		\$105,660	\$105,660	\$105,660	\$133.07			\$140.00				
	Magnet School											
	Comprehensive School											
ORG	School Site	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23
		Early Childhood ESSER Expansion	Integration Aid BARR Coordinator	Integration Aid HS Teaching pathway program	Integration Aid AVID	Integration Fund Magnet Schools	Integration Fund ESP PD & Collaboration	Integration Aid for Racially Isolated Schools	Other Federal Grants	Other Grants	Funded Projects	Total Allocation
	K-5 Schools											
2225	ANISHINABE ACAD	\$26,127					\$1,260	\$28,420			\$42,726	\$3,620,210
2103	ARMATAGE						\$810				\$82,726	\$3,220,126
2105	BANCROFT	\$202,353					\$1,830				\$42,726	\$4,815,952
2217	BARTON						\$1,200				\$85,452	\$3,824,172
2107	BETHUNE	\$39,191				\$256,427	\$1,845	\$31,640			\$42,726	\$5,180,384
2249	BRYN MAWR	\$189,289					\$3,105	\$36,960			\$42,726	\$5,466,775
2110	BURROUGHS						\$840				\$85,926	\$3,694,921
2293	CITYVIEW						\$2,475	\$22,120	\$181,974		\$42,726	\$4,486,920
2180	DOWLING						\$1,410				\$42,726	\$3,048,571
2260	EMERSON SPANISH					\$127,767	\$2,085				\$85,452	\$5,431,358
2222	FOLWELL ARTS	\$39,248					\$2,925	\$45,920			\$42,726	\$5,712,135
2256	R GREEN CENTRAL PARK	\$202,353				\$127,767	\$1,800				\$42,726	\$6,181,576
2287	HALL	\$224,140				\$247,887	\$1,905	\$25,060			\$42,726	\$4,438,066
2130	HIAWATHA						\$480				\$42,726	\$2,148,082
2224	HMONG ACADEMY	\$19,044					\$1,605	\$31,500			\$42,726	\$4,401,093
2132	HOWE						\$600				\$42,726	\$2,176,937
2151	JENNY LIND	\$26,127			\$21,132		\$2,580	\$31,640			\$42,726	\$4,466,820
2135	KENNY						\$780				\$42,726	\$2,609,314
2136	KENWOOD						\$1,170				\$42,726	\$3,387,398
2140	LORING						\$1,455				\$42,726	\$4,183,881
2282	LUCY LANEY						\$2,505	\$45,080			\$42,726	\$5,717,669
2144	LYNDALE	\$261,970					\$1,950				\$42,726	\$5,260,824
2223	MARCY	\$176,226				\$250,927	\$2,775				\$42,726	\$5,497,538
2288	NELLIE STONE JOHNSON						\$1,845	\$26,600		\$160,000	\$42,726	\$4,394,401
2152	NORTHROP						\$720				\$42,726	\$2,979,745
2421	ON-LINE K-5						\$645					\$2,641,667
2155	PILLSBURY	\$163,162					\$1,695				\$42,726	\$5,028,423
2156	PRATT						\$1,635	\$33,180	\$81,581		\$42,726	\$3,367,748
2221	SEWARD	\$163,162				\$415,946	\$2,745		\$163,162		\$42,726	\$6,653,235
2161	SHERIDAN	\$192,765				\$127,767	\$1,320	\$44,940			\$42,726	\$4,629,782
2165	WAITE PARK	\$163,162					\$810				\$42,726	\$2,584,472
2215	WEBSTER						\$1,905				\$42,726	\$3,841,974
2289	WHITTIER	\$163,162					\$1,800	\$44,940	\$163,162		\$85,452	\$5,166,014
2170	WINDOM						\$345				\$42,726	\$3,000,200
	Total K-5	\$2,251,481	\$0	\$0	\$21,132	\$1,554,488	\$54,855	\$448,000	\$589,879	\$160,000	\$1,621,336	\$143,258,379
	K-8 Schools											
2179	JEFFERSON	\$189,290				\$227,057	\$2,415	\$85,960			\$85,452	\$9,554,346
2193	SULLIVAN	\$163,162			\$0	\$258,060	\$3,780	\$80,920			\$85,452	\$8,986,951
	Total K-8	352,452	-	-	-	485,117	\$6,195	\$166,880	-	-	\$170,904	\$18,541,297

Minneapolis Public Schoc												
School Allocations												
2022-23												
		\$105,660	\$105,660	\$105,660	\$133.07			\$140.00				
	Magnet School											
	Comprehensive School											
		Early Childhood ESSER Expansion	Integration Aid BARR Coordinator	Integration Aid HS Teaching pathway program	Integration Aid AVID	Integration Fund Magnet Schools	Integration Fund ESP PD & Collaboration	Integration Aid for Racially Isolated Schools	Other Federal Grants	Other Grants	Funded Projects	Total Allocation
ORG	School Site	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23
	Combined Campus											
2218	FIELD						\$465				\$42,726	\$2,495,575
2123	HALE						\$465				\$42,726	\$2,541,756
2104	LAKE HARRIET LOWER						\$585				\$62,855	\$2,776,363
2219	LAKE HARRIET UPPER						\$555				\$63,997	\$2,511,222
2220	LK NOKOMIS - KEEWAYDIN						\$1,095				\$42,726	\$3,032,353
2167	LK NOKOMIS - WENONAH						\$690				\$42,726	\$1,877,825
	Total Combined Campus	\$0	\$0	\$0	\$0	\$0	\$3,855	\$0	\$0	\$0	\$297,756	\$15,235,093
	Middle Schools											
2331	ANDERSEN				\$126,792	\$247,560	\$3,780					\$10,149,309
2300	ANTHONY				\$84,528		\$1,335					\$5,817,628
2309	ANWATIN				\$0		\$2,595					\$4,889,628
2327	FRANKLIN				\$63,396	\$277,560	\$1,365	\$39,620				\$4,053,966
2323	JUSTICE PAGE				\$84,528		\$2,355					\$7,296,408
2316	NORTHEAST				\$105,660		\$2,655					\$6,611,648
2318	OLSON				\$84,528		\$2,160	\$51,520		\$38,000		\$6,062,998
2324	SANFORD				\$105,660		\$2,355					\$6,806,737
	Total Middle Schools	\$0	\$0	\$0	\$655,092	\$525,120	\$18,600	\$91,140	\$0	\$38,000	\$0	\$51,688,321
	High Schools											
2352	EDISON				\$147,924		\$4,965				\$58,123	\$12,386,165
2347	FAIR					\$332,630	\$630					\$4,022,043
2354	HENRY		\$52,830	\$126,792	\$105,660		\$3,480	\$122,500		\$413,443		\$12,879,588
2390	HERITAGE ACADEMY				\$0		\$405	\$15,260				\$2,478,488
2375	NORTH						\$2,190	\$61,180				\$6,836,656
2415	ON-LINE 6-12						\$645					\$3,657,218
2360	ROOSEVELT				\$190,188	\$141,900	\$3,735					\$11,932,830
2362	SOUTH		\$52,830	\$84,528	\$147,924		\$4,575		\$38,800	\$176,920		\$15,891,006
2364	SOUTHWEST				\$147,924		\$2,805					\$11,999,786
2368	WASHBURN				\$105,660		\$2,385			\$38,000		\$12,430,051
2363	WELLSTONE INT'L				\$63,396		\$525					\$2,810,299
	Total High Schools	\$0	\$105,660	\$211,320	\$908,676	\$474,530	\$26,340	\$198,940	\$38,800	\$628,363	\$58,123	\$97,324,131

	Minneapolis Public Schools													
	Department Allocations													
	2022-23												\$105,660	
		General Aid	CDD	ESSER	ESSER Learning Loss 151	Contract Alt School Aid	Gifted & Talented	Career Tech Ed	Special Education Citywide	Referendum 1097	Compensatory Education @ MARSS 1/6/22	Integration Aid	Q Comp	Extended Learning
		2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23
ORG	Department													
	Grand totals	\$116,079,828	\$10,112,710	\$17,514,993	\$10,985,951	\$3,835,888	\$871,396	\$105,660	\$31,319,258	\$21,997,377	\$869,262	\$7,847,452	\$5,780,150	\$6,827,151

	Minneapolis Public Schools															
	Department Allocations															
	2022-23															
		Title I	Title I Family Involvement	Title I HHM	Title I High 5	Early Childhood ESSER Expansion	ELL State Aid	Title II	Special Education Federal \$	Title VI	Title III	Title IV	Federal Grants	Misc Grants	Third Party Billing	Dept Funded project
		2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23
ORG	Department															
	Grand totals	\$7,776,305	\$55,276	\$982,677	\$707,107	\$1,122,477	\$796,523	\$2,497,109	\$5,699,706	\$330,000	\$903,371	\$1,269,767	\$4,405,770	\$4,327,608	\$2,295,441	\$2,975,103

	Minneapolis Public Schools					
	Department Allocations					
	2022-23					
		Food Service (fund 2002)	Community Ed grants (Fund 2022)	Community Education Fund 2004	Construction Fund 4006/4016	Total Allocation ALL FUNDS
		2022-23	2022-23	2022-23	2022-23	2022-23
ORG	Department					
1015	Board of Education					\$649,600
	Board Office					\$417,739
1030	Superintendent Office					\$1,640,873
1100	Office of Associate Superintendents					\$878,115
1601	Office of the Ombudsperson					\$389,919
1231	Athletics					\$3,618,276
1150	Contract Alternative Department					\$1,887,892
VAR	Contract Schools					\$5,263,353
1650	General Counsel/Legal					\$1,902,010
1650	Office of Equality & Civil Rights					\$306,119
1601	Senior Communications Officer					\$1,679,929
1601	Engagement & External Relations					\$541,398
1245	Family Resource Center					\$324,017
1601	Marketing & Communications					\$2,017,024
1602	Communications					\$618,624
1601	Engagement					\$931,152
1330	Student Placement & Enrollment Mgmt					\$1,091,496
1170	Senior Academic Officer					\$789,138
1230	Teaching & Learning					\$22,211,102
1269	Educator Professional Development					\$865,044
1236	AVID					\$1,423,692
1160	College Career Readiness					\$1,380,510
1120	STEM/CTE					\$691,664
1160	Guidance & Counseling					\$604,766
1160	Check & Connect					\$894,401
1605	KBEM					\$1,200,000
1256	Mental Health					\$2,510,425
1140	Non Public Guidance & Counseling		\$797,571			\$797,571
1240	Multilingual			\$0		\$3,902,167
1155	K- 8 Extended Learning Admin		\$507,801			\$6,145,132
2448	6-8 Extended Learning After School					\$33,820
2449	6-8 Extended Learning Summer School					\$193,610
2451	K - 5 Extended Learning/After School					\$335,640
2453	K - 5 Extended Learning/Summer School					\$773,716
2307	9-12 Extended Learning Summer School					\$115,887
2392	9-12 Extended Learning After School					\$396,946
1025	Student Activities					\$337,264
1121	Gear Up					\$2,153,862
1115	Office of Black Student Achievement					\$1,541,183
1500	Community Education Youth & Adult		\$1,361,000	\$5,313,011		\$6,920,573
1500	Minneapolis Kids			\$8,577,129		\$8,577,129
1505	Community Program Admin			\$816,880		\$816,880
1502	Adult Basic Education		\$1,167,386	\$5,640,770		\$6,838,608
1500	Full Service Community Schools		\$369,897	\$110,513		\$1,313,743
1550	Early Childhood Family Ed Program 1		\$290,644	\$4,026,490		\$4,720,720
1550	ECFE Support			\$277,259		\$277,259

	Minneapolis Public Schools					
	Department Allocations					
	2022-23					
		Food Service (fund 2002)	Community Ed grants (Fund 2022)	Community Education Fund 2004	Construction Fund 4006/4016	Total Allocation ALL FUNDS
		2022-23	2022-23	2022-23	2022-23	2022-23
ORG	Department					
1590	Early Childhood		\$407,198	\$1,481,592		\$3,022,125
1550	Early Childhood Preschool			\$406,557		\$825,361
1590	Early Childhood Prog 2		\$307,203	\$852,489		\$1,326,787
1350	Teen Parent Services		\$50,040	\$0		\$1,109,297
1241	Indian Education					\$2,133,314
1246	Homeless Highly Mobile & Foster Care					\$1,524,479
1255	Health Services		\$340,228			\$6,957,757
1213	Spec Ed Department					\$9,802,004
1210	Adaptive Physical Education					\$1,849,014
1213	MPS Deaf/Hard of Hearing					\$2,027,458
1210	Occupational/Physical Therapist					\$5,154,238
1210	Psychology Services					\$3,782,763
1213	SEA Cadre					\$578,451
1260	Social Work Services					\$263,271
1213	Spec Ed Due Process Clerical					\$573,845
1213	Spec Ed Interpreters					\$912,397
1213	Spec Ed Monitoring & Compliance					\$586,693
1213	Spec Ed Program 1					\$1,301,343
1213	Spec Ed Program 2					\$351,537
1213	Spec Ed Program 3					\$1,731,419
1213	Spec Ed Program 4					\$977,268
1213	Spec Ed Support					\$574,995
1210	Speech Language Clinicians					\$10,279,527
1805	Senior Information Officer				\$10,000,000	\$21,795,278
	Design & Training					\$1,177,317
	Enterprise Infrastructure					\$1,368,810
	Enterprise Systems					\$431,595
	IT Field Support Group 1					\$1,234,667
	IT Field Support Group 2					\$1,680,305
	IT Operations					\$765,255
	IT Service Management					\$176,800
	IT Solution Center					\$1,259,525
1301	Senior Accountability, Research & Equity					\$1,094,748
1710	Accountability, Innovation & Research Support					\$179,500
1340	Equity & Integration					\$2,180,971
1243	Social Emotional Learning					\$684,194
1650	Expulsions and Transfers					\$216,588
1301	Research & Assessment		\$23,919			\$2,108,397
1710	Accountability & Evaluation					\$559,999
1710	Funded Programs/Accountability & Evaluation					\$1,738,997
1720	NCLB Admin/Accountability & Evaluation					\$1,910,471
30xx	Non Public Schools/Accountability & Evaluation					\$0
3894	Non Public Staff					\$2,876,835
1700	Senior Finance Officer					\$1,937,421
	Accounting & Finance					\$996,789
	Budget Operations					\$864,454
	Finance					\$672,764

	Minneapolis Public Schools					
	Department Allocations					
	2022-23					
		Food Service (fund 2002)	Community Ed grants (Fund 2022)	Community Education Fund 2004	Construction Fund 4006/4016	Total Allocation ALL FUNDS
		2022-23	2022-23	2022-23	2022-23	2022-23
ORG	Department					
	Grants Accounting					\$369,996
	Payroll					\$383,134
	Procurement & Accts Payable					\$899,452
	Grants Office					\$254,738
	Risk Management					\$254,964
	Total Compensation					\$675,770
1801	Senior Operations Officer				\$507,362	\$681,583
1860	Operational & Security Services					\$890,336
1860	High School Specialists					\$851,454
1860	Citywide Specialists					\$727,448
1860	District Communication Center					\$1,052,125
1851/1	Capital Projects, Const & Maintenance				\$94,452,536	\$94,601,392
1825	Construction Planning Group A				\$800,766	\$800,766
1825	Construction Planning Group B				\$764,798	\$764,798
1825	Facilities Planning				\$248,423	\$2,903,248
1850	Utilities					\$14,000,000
1850	Environmental Health & Safety					\$1,191,294
1880	Electric Shop				\$513,675	\$694,400
1880	Electronics Shop				\$2,397,022	\$2,728,819
1881	Carpenter Shop				\$2,666,542	\$2,666,542
1883	Paint Shop				\$1,931,182	\$1,931,182
1884	Pipefitting Shop				\$7,225,832	\$7,346,828
1887	Fire Sprinkler Shop				\$130,745	\$551,796
1865	Plant Maintenance				\$1,669,449	\$1,669,449
1885	Plumbing Shop				\$1,632,083	\$1,721,517
1886	Sheetmetal Shop				\$4,988,165	\$5,699,025
1889	Grounds					\$0
1870	Plant Operations					\$4,337,103
	Engineers to Schools Zone 1					\$7,669,490
	Engineers to Schools Zone 2					\$8,247,731
1815	Transportation					\$42,978,333
1820	Mail Center					\$151,036
1802	Material Handling				\$71,420	\$1,348,822
1810	Culinary Wellness Services	\$24,895,120				\$24,895,120
1276	Senior Human Resources Officer					\$2,505,314
1276	Grow Your Own, Special Education					\$980,135
1276	Grow Your Own, MRP					\$187,000
1276	HRIS					\$752,853
1276	Human Resources					\$293,411
1275	Teacher Development					\$4,081,526
1276	Labor/Employee Relations					\$538,531
1276	Talent Acquisition					\$1,144,073
1276	Talent Acquisition - Recruiting					\$247,690
1276	Talent Management					\$286,278
1276	Union Leadership					\$674,190
1273	Reserve Teachers					\$1,954,310
1075	Achieve Mpls					\$250,000

	Minneapolis Public Schools					
	Department Allocations					
	2022-23					
		Food Service (fund 2002)	Community Ed grants (Fund 2022)	Community Education Fund 2004	Construction Fund 4006/4016	Total Allocation ALL FUNDS
		2022-23	2022-23	2022-23	2022-23	2022-23
ORG	Department					
	Grand totals	\$24,895,120	\$5,622,887	\$27,502,690	\$130,000,000	\$458,312,013

SPECIAL SCHOOL DISTRICT NO. 1
Board of Education

June 14, 2022

Resolution Proposing Authorization for the Updated 2022-23 Capital Plan and Bond

WHEREAS, Board of Education policy requires a multi-year capital plan to re-evaluate annually based on investment priorities and emerging needs; and

WHEREAS, during 2022-23, an additional year will be added for planning purposes; and

WHEREAS, specific changes include: removing \$10,000,000 technology, remove \$843,648 for Fleet replacement, delay bonding for Edison CTE renovations \$477,269, delay bonding for Roosevelt CTE renovations \$5,702,930, delay bonding for Wilder entrance \$4,705,470.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Board of Directors of Special School District No. 1 hereby authorizes the recommendation total FY2023 bond is updated to \$64,194,898.00 as outlined in the MPS Capital Plan FY 22-23 to FY 24-25 (2022-0031A).

Signed by:

Kim Ellison
Board of Education Chair

Date

Nelson Inz
Board of Education Clerk

Date

**MPS Capital Plan
FY22-23 to FY24-25**

Source of funds:	Deferred project funds - KENW	\$6,146,440	\$6,146,440	\$0	\$0	\$0	\$0
	Annual Bonding maximum	\$434,983,741	\$88,746,473	\$84,237,399	\$85,924,215	\$87,329,180	\$88,746,474
	TOTAL SOURCES OF FUNDS:	\$441,130,181	\$94,892,913	\$84,237,399	\$85,924,215	\$87,329,180	\$88,746,474
Uses of funds:	Total & Annual CDD plans:	\$138,920,092	\$38,460,628	\$18,550,312	\$24,019,916	\$34,215,125	\$23,674,111
	Total & Annual Non-CDD plans:	\$93,741,120	\$24,417,488	\$24,318,005	\$9,860,000	\$10,067,394	\$25,078,233
	Total & Annual LTFM plans:	\$170,688,135	\$31,995,045	\$39,934,590	\$30,314,982	\$32,527,582	\$35,915,936
	TOTAL USES OF FUNDS:	\$403,349,347	\$94,873,161	\$82,802,907	\$64,194,898	\$76,810,101	\$84,668,280
	UNALLOCATED FUNDING:	\$37,780,834	\$19,752	\$1,434,492	\$21,729,317	\$10,519,079	\$4,078,194

School	Program	Site ID	Project	Total Investment amount	20/21	21/22	22/23	23/24	24/25
Andersen	CDD	ANDE	FFE Upgrades	\$865,550	\$0	\$0	\$0	\$865,550	\$0
Andersen	CDD	ANDE	Toilet Modifications	\$700,000	\$0	\$0	\$700,000	\$0	\$0
Andersen	CDD	ANDE	Single User Restrooms	\$600,000	\$0	\$0	\$600,000	\$0	\$0
Andersen	CDD	ANDE	Kitchen/Lunchroom	\$6,369,990	\$0	\$0	\$6,369,990	\$0	\$0
Andersen	CDD	ANDE	Kitchen/Lunchroom/Supplei	\$3,361,037	\$0	\$1,361,037	\$2,000,000	\$0	\$0
Andersen	CDD	ANDE	Kitchen/Lunchroom/Supplei	\$833,638	\$0	\$0	\$833,638	\$0	\$0
Andersen	CDD	ANDE	Technology Space	\$800,000	\$0	\$0	\$0	\$800,000	\$0
Andersen	CDD	ANDE	Science Lab Type 1	\$1,690,128	\$1,690,128	\$0	\$0	\$0	\$0
Andersen	CDD	ANDE	Science Lab Type 2	\$2,554,398	\$2,554,398	\$0	\$0	\$0	\$0
Andersen	CDD	ANDE	Daylighting/Sidelighting	\$2,000,000	\$0	\$2,000,000	\$0	\$0	\$0
Andersen	CDD	ANDE	Performance Space	\$1,131,553	\$0	\$0	\$0	\$1,131,553	\$0
Andersen	CDD-st	ANDE	Site subtotal:	\$20,906,294	\$0	\$0	\$0	\$0	\$0
Anthony	CDD	ANTH	SPED Renovations	\$853,600	\$853,600	\$0	\$0	\$0	\$0
Anthony	CDD-st	ANTH	Site subtotal:	\$853,600	\$0	\$0	\$0	\$0	\$0
Bethune	CDD	BETH	Arts Magnet Improvements	\$373,450	\$373,450	\$0	\$0	\$0	\$0
Bethune	CDD	BETH	New Performance Space	\$0	\$0	\$0	\$0	\$0	\$0
Bethune	CDD-st	BETH	Site subtotal:	\$373,450	\$0	\$0	\$0	\$0	\$0
Edison	CDD	EDIS	CTE Renovations	\$477,269	\$0	\$0	\$0	\$477,269	\$0
Edison	CDD-st	EDIS	Site subtotal:	\$477,269	\$0	\$0	\$0	\$0	\$0
Franklin	CDD	FRAN	Performance Space (auditor	\$500,000	\$0	\$0	\$0	\$500,000	\$0
Franklin	CDD	FRAN	Science Lab Upgrades	\$1,120,350	\$0	\$1,120,350	\$0	\$0	\$0
Franklin	CDD	FRAN	Technology Space	\$0	\$0	\$0	\$0	\$0	\$0
Franklin	CDD	FRAN	Performance space (FFE)	\$0	\$0	\$0	\$0	\$0	\$0
Franklin	CDD-st	FRAN	Site subtotal:	\$1,620,350	\$0	\$0	\$0	\$0	\$0
Hall	CDD	HALL	STEM Improvements (obser	\$1,120,350	\$0	\$1,120,350	\$0	\$0	\$0
Hall	CDD-st	HALL	Site subtotal:	\$1,120,350	\$0	\$0	\$0	\$0	\$0
Henry	CDD	HENR	SPED Renovations	\$213,400	\$213,400	\$0	\$0	\$0	\$0
Henry	CDD-st	HENR	Site subtotal:	\$213,400	\$0	\$0	\$0	\$0	\$0
Jefferson	CDD	JEFF	Performance Space	\$258,801	\$0	\$258,801	\$0	\$0	\$0
Jefferson	CDD	JEFF	Science Lab Renovations	\$426,800	\$0	\$426,800	\$0	\$0	\$0
Jefferson	CDD	JEFF	FFE Upgrades	\$739,926	\$0	\$0	\$0	\$739,926	\$0
Jefferson	CDD	JEFF	Lunchroom finishes/Upgrad	\$500,000	\$0	\$0	\$0	\$0	\$500,000
Jefferson	CDD-st	JEFF	Site subtotal:	\$1,925,527	\$0	\$0	\$0	\$0	\$0
Marcy	CDD	MARC	Arts Magnet Improvements	\$213,400	\$213,400	\$0	\$0	\$0	\$0
Marcy	CDD-st	MARC	Site subtotal:	\$213,400	\$0	\$0	\$0	\$0	\$0
Multiple sites	CDD	MULT	SPED Renovations	\$1,120,350	\$1,120,350	\$0	\$0	\$0	\$0
Multiple sites	CDD-st	MULT	Site subtotal:	\$1,120,350	\$0	\$0	\$0	\$0	\$0
North	CDD	NORT	Technology	\$3,226,608	\$0	\$3,226,608	\$0	\$0	\$0
North	CDD	NORT	CTE Renovations	\$26,743,901	\$26,743,901	\$0	\$0	\$0	\$0
North	CDD	NORT	Design supplement	\$853,600	\$0	\$853,600	\$0	\$0	\$0
North	CDD	NORT	FFE	\$2,516,754	\$0	\$1,396,404	\$1,120,350	\$0	\$0
North	CDD	NORT	Performance Space	\$2,279,912	\$0	\$0	\$2,279,912	\$0	\$0
North	CDD	NORT	Kitchen/Lunchroom	\$6,600,000	\$0	\$0	\$0	\$0	\$6,600,000
North	CDD	NORT	Kitchen/Lunchroom	\$833,638	\$0	\$0	\$833,638	\$0	\$0
North	CDD	NORT	Entrance	\$5,000,000	\$0	\$0	\$0	\$0	\$5,000,000
North	CDD	NORT	Electrical/mechanical/eleva	\$8,053,161	\$0	\$8,053,161	\$0	\$0	\$0
North	CDD	NORT	HVAC System renewal	\$8,962,800	\$0	\$0	\$8,962,800	\$0	\$0
North	CDD	NORT	HVAC System renewal	\$9,410,940	\$0	\$0	\$0	\$9,410,940	\$0

**MPS Capital Plan
FY22-23 to FY24-25**

Source of funds:	Deferred project funds - KENW	\$6,146,440	\$6,146,440	\$0	\$0	\$0	\$0
	Annual Bonding maximum	\$434,983,741	\$88,746,473	\$84,237,399	\$85,924,215	\$87,329,180	\$88,746,474
	TOTAL SOURCES OF FUNDS:	\$441,130,181	\$94,892,913	\$84,237,399	\$85,924,215	\$87,329,180	\$88,746,474
Uses of funds:	Total & Annual CDD plans:	\$138,920,092	\$38,460,628	\$18,550,312	\$24,019,916	\$34,215,125	\$23,674,111
	Total & Annual Non-CDD plans:	\$93,741,120	\$24,417,488	\$24,318,005	\$9,860,000	\$10,067,394	\$25,078,233
	Total & Annual LTFM plans:	\$170,688,135	\$31,995,045	\$39,934,590	\$30,314,982	\$32,527,582	\$35,915,936
	TOTAL USES OF FUNDS:	\$403,349,347	\$94,873,161	\$82,802,907	\$64,194,898	\$76,810,101	\$84,668,280
	UNALLOCATED FUNDING:	\$37,780,834	\$19,752	\$1,434,492	\$21,729,317	\$10,519,079	\$4,078,194

School	Program	Site ID	Project	Total Investment amount	20/21	21/22	22/23	23/24	24/25
North	CDD	NORT	HVAC System renewal	\$9,881,487	\$0	\$0	\$0	\$9,881,487	\$0
North	CDD-st	NORT	Site subtotal:	\$83,529,163	\$0	\$0	\$0	\$0	\$0
Olson	CDD	OLSO	SPED Renovations	\$853,600	\$853,600	\$0	\$0	\$0	\$0
Olson	CDD-st	OLSO	Site subtotal:	\$853,600	\$0	\$0	\$0	\$0	\$0
Page	CDD	PAGE	Science Lab Type 1	\$1,286,802	\$1,286,802	\$0	\$0	\$0	\$0
Page	CDD	PAGE	Science Lab Type 2	\$1,277,199	\$1,277,199	\$0	\$0	\$0	\$0
Page	CDD	PAGE	Athletics/Gym	\$6,273,960	\$0	\$0	\$0	\$0	\$6,273,960
Page	CDD	PAGE	FFE	\$319,588	\$0	\$0	\$319,588	\$0	\$0
Page	CDD-st	PAGE	Site subtotal:	\$9,157,549	\$0	\$0	\$0	\$0	\$0
Roosevelt	CDD	ROOS	CTE Renovations	\$5,702,930	\$0	\$0	\$0	\$5,702,930	\$0
Roosevelt	CDD-st	ROOS	Site subtotal:	\$5,702,930	\$0	\$0	\$0	\$0	\$0
Sheridan	CDD	SHER	Entrance	\$4,323,151	\$0	\$0	\$0	\$0	\$4,323,151
Sheridan	CDD-st	SHER	Site subtotal:	\$4,323,151	\$0	\$0	\$0	\$0	\$0
Sullivan	CDD	SULL	Robotics Lab	\$47,119	\$0	\$47,119	\$0	\$0	\$0
Sullivan	CDD	SULL	Robotics Lab (from Franklin)	\$90,000	\$0	\$90,000	\$0	\$0	\$0
Sullivan	CDD	SULL	Educational Adequacy	\$977,000	\$0	\$0	\$0	\$0	\$977,000
Sullivan	CDD-st	SULL	Site subtotal:	\$1,114,119	\$0	\$0	\$0	\$0	\$0
Webster	CDD	WEBS	SPED Renovations	\$213,400	\$213,400	\$0	\$0	\$0	\$0
Webster	CDD-st	WEBS	Site subtotal:	\$213,400	\$0	\$0	\$0	\$0	\$0
Wilder	CDD	WILD	Heritage colocation	\$1,067,000	\$1,067,000	\$0	\$0	\$0	\$0
Wilder	CDD	WILD	Entrance	\$4,705,470	\$0	\$0	\$0	\$4,705,470	\$0
Wilder	CDD-st	WILD	Site subtotal:	\$5,772,470	\$0	\$0	\$0	\$0	\$0

**MPS Capital Plan
FY22-23 to FY24-25**

Source of funds:	Deferred project funds - KENW	\$6,146,440	\$6,146,440	\$0	\$0	\$0	\$0
	Annual Bonding maximum	\$434,983,741	\$88,746,473	\$84,237,399	\$85,924,215	\$87,329,180	\$88,746,474
	TOTAL SOURCES OF FUNDS:	\$441,130,181	\$94,892,913	\$84,237,399	\$85,924,215	\$87,329,180	\$88,746,474
Uses of funds:	Total & Annual CDD plans:	\$138,920,092	\$38,460,628	\$18,550,312	\$24,019,916	\$34,215,125	\$23,674,111
	Total & Annual Non-CDD plans:	\$93,741,120	\$24,417,488	\$24,318,005	\$9,860,000	\$10,067,394	\$25,078,233
	Total & Annual LTFM plans:	\$170,688,135	\$31,995,045	\$39,934,590	\$30,314,982	\$32,527,582	\$35,915,936
	TOTAL USES OF FUNDS:	\$403,349,347	\$94,873,161	\$82,802,907	\$64,194,898	\$76,810,101	\$84,668,280
	UNALLOCATED FUNDING:	\$37,780,834	\$19,752	\$1,434,492	\$21,729,317	\$10,519,079	\$4,078,194

School	Program	Site ID	Project	Total Investment amount	20/21	21/22	22/23	23/24	24/25
Kenny	Non-CDD	KENN	Lunchroom Supplemental Fi	\$700,000	\$700,000	\$0	\$0	\$0	\$0
Kenny	Non-CDD-st	KENN	Site subtotal:	\$700,000	\$700,000	\$0	\$0	\$0	\$0
District Wide	Non-CDD	MULT	Property Assessments	\$0	\$0	\$0	\$0	\$0	\$0
District Wide	Non-CDD	MULT	FFE	\$600,000	\$600,000	\$0	\$0	\$0	\$0
District Wide	Non-CDD	MULT	FFE	\$630,000	\$0	\$630,000	\$0	\$0	\$0
District Wide	Non-CDD	MULT	FFE	\$660,000	\$0	\$0	\$660,000	\$0	\$0
District Wide	Non-CDD	MULT	FFE	\$690,000	\$0	\$0	\$0	\$690,000	\$0
District Wide	Non-CDD	MULT	FFE	\$725,000	\$0	\$0	\$0	\$0	\$725,000
	Non-CDD-st		District-wide subtotal:	\$3,305,000	\$600,000	\$0	\$0	\$0	\$0
District Wide	Non-CDD	MULT	Fleet Replacement	\$780,000	\$780,000	\$0	\$0	\$0	\$0
District Wide	Non-CDD	MULT	Fleet Replacement	\$811,200	\$0	\$811,200	\$0	\$0	\$0
District Wide	Non-CDD	MULT	Fleet Replacement	\$843,648	\$0	\$0	\$0	\$0	\$0
District Wide	Non-CDD	MULT	Fleet Replacement	\$877,394	\$0	\$0	\$0	\$877,394	\$0
District Wide	Non-CDD	MULT	Fleet Replacement	\$912,490	\$0	\$0	\$0	\$0	\$912,490
	Non-CDD-st		District-wide subtotal:	\$4,224,731	\$780,000	\$0	\$0	\$0	\$0
District Wide	Non-CDD	MULT	Plant Maintenance	\$9,100,000	\$9,100,000	\$0	\$0	\$0	\$0
District Wide	Non-CDD	MULT	Plant Maintenance	\$8,900,000	\$0	\$8,900,000	\$0	\$0	\$0
District Wide	Non-CDD	MULT	Plant Maintenance	\$8,500,000	\$0	\$0	\$8,500,000	\$0	\$0
District Wide	Non-CDD	MULT	Plant Maintenance	\$8,000,000	\$0	\$0	\$0	\$8,000,000	\$0
District Wide	Non-CDD	MULT	Plant Maintenance	\$8,000,000	\$0	\$0	\$0	\$0	\$8,000,000
	Non-CDD-st		District-wide subtotal:	\$42,500,000	\$9,100,000	\$0	\$0	\$0	\$0
District Wide	Non-CDD	MULT	Off Plan-Small Projects	\$500,000	\$500,000	\$0	\$0	\$0	\$0
District Wide	Non-CDD	MULT	Off Plan-Small Projects	\$500,000	\$0	\$500,000	\$0	\$0	\$0
District Wide	Non-CDD	MULT	Off Plan-Small Projects	\$500,000	\$0	\$0	\$500,000	\$0	\$0
District Wide	Non-CDD	MULT	Off Plan-Small Projects	\$500,000	\$0	\$0	\$0	\$500,000	\$0
District Wide	Non-CDD	MULT	Off Plan-Small Projects	\$500,000	\$0	\$0	\$0	\$0	\$500,000
	Non-CDD-st		District-wide subtotal:	\$2,500,000	\$500,000	\$0	\$0	\$0	\$0
District Wide	Non-CDD	MULT	Technology	\$10,000,000	\$10,000,000	\$0	\$0	\$0	\$0
District Wide	Non-CDD	MULT	Technology	\$10,000,000	\$0	\$10,000,000	\$0	\$0	\$0
District Wide	Non-CDD	MULT	Technology	\$10,000,000	\$0	\$0	\$0	\$0	\$0
District Wide	Non-CDD	MULT	Technology	\$10,000,000	\$0	\$0	\$0	\$0	\$0
District Wide	Non-CDD	MULT	Technology	\$10,000,000	\$0	\$0	\$0	\$0	\$10,000,000
	Non-CDD-st		District-wide subtotal:	\$50,000,000	\$10,000,000	\$0	\$0	\$0	\$0
Northeast	Non-CDD	NEAS	Entrance	\$1,937,488	\$1,937,488	\$0	\$0	\$0	\$0
Northeast	Non-CDD-st	NEAS	Site subtotal:	\$1,937,488	\$1,937,488	\$0	\$0	\$0	\$0
Transportation	Non-CDD	TRAN	Bldg renewal/updates	\$836,105	\$0	\$836,105	\$0	\$0	\$0
Transportation	Non-CDD	TRAN	Propane Storage	\$336,105	\$0	\$336,105	\$0	\$0	\$0
Transportation	Non-CDD	TRAN	Shop Improvements	\$0	\$0	\$0	\$0	\$0	\$0
Transportation	Non-CDD	TRAN	Sitework	\$784,245	\$0	\$784,245	\$0	\$0	\$0
	Non-CDD-st	TRAN	Site subtotal:	\$1,956,455	\$0	\$0	\$0	\$0	\$0
Waite Park	Non-CDD	WAIT	Lunchroom Supplemental Fi	\$800,000	\$800,000	\$0	\$0	\$0	\$0
Waite Park	Non-CDD-st	WAIT	Site subtotal:	\$800,000	\$800,000	\$0	\$0	\$0	\$0
Multiple sites	Non-CDD	MULT	ADA Improvements	\$400,000	\$0	\$400,000	\$0	\$0	\$0
Multiple sites	Non-CDD	MULT	ADA Improvements	\$200,000	\$0	\$0	\$200,000	\$0	\$0
	Non-CDD-st	MULT	Site subtotal:	\$600,000	\$0	\$0	\$0	\$0	\$0
South	Non-CDD	SOUT	Entrance	\$4,940,744	\$0	\$0	\$0	\$0	\$4,940,744
South	Non-CDD-st	SOUT	Site subtotal:	\$4,940,744	\$0	\$0	\$0	\$0	\$0

**MPS Capital Plan
FY22-23 to FY24-25**

Source of funds:	Deferred project funds - KENW	\$6,146,440	\$6,146,440	\$0	\$0	\$0	\$0
	Annual Bonding maximum	\$434,983,741	\$88,746,473	\$84,237,399	\$85,924,215	\$87,329,180	\$88,746,474
	TOTAL SOURCES OF FUNDS:	\$441,130,181	\$94,892,913	\$84,237,399	\$85,924,215	\$87,329,180	\$88,746,474
Uses of funds:	Total & Annual CDD plans:	\$138,920,092	\$38,460,628	\$18,550,312	\$24,019,916	\$34,215,125	\$23,674,111
	Total & Annual Non-CDD plans:	\$93,741,120	\$24,417,488	\$24,318,005	\$9,860,000	\$10,067,394	\$25,078,233
	Total & Annual LTFM plans:	\$170,688,135	\$31,995,045	\$39,934,590	\$30,314,982	\$32,527,582	\$35,915,936
	TOTAL USES OF FUNDS:	\$403,349,347	\$94,873,161	\$82,802,907	\$64,194,898	\$76,810,101	\$84,668,280
	UNALLOCATED FUNDING:	\$37,780,834	\$19,752	\$1,434,492	\$21,729,317	\$10,519,079	\$4,078,194

School	Program	Site ID	Project	Total Investment amount	20/21	21/22	22/23	23/24	24/25
LTFM	ANDE	370	Electrical	\$200,000	\$0	\$0	\$200,000	\$0	\$0
LTFM-st	ANDE		Site subtotal:	\$200,000	\$0	\$0	\$0	\$0	\$0
LTFM	ANTH	370	Electrical	\$300,000	\$0	\$0	\$300,000	\$0	\$0
LTFM	ANTH	380	Mechanical Systems	\$316,000	\$0	\$0	\$316,000	\$0	\$0
LTFM	ANTH	379	Interior Surfaces	\$150,000	\$0	\$0	\$150,000	\$0	\$0
LTFM-st	ANTH		Site subtotal:	\$766,000	\$0	\$0	\$0	\$0	\$0
LTFM	ANWA	370	Electrical	\$250,000	\$0	\$0	\$250,000	\$0	\$0
LTFM	ANWA	381	Plumbing	\$42,000	\$0	\$0	\$42,000	\$0	\$0
LTFM-st	ANWA		Site subtotal:	\$292,000	\$0	\$0	\$0	\$0	\$0
LTFM	ARMA	368	Building Envelope	\$50,000	\$0	\$0	\$50,000	\$0	\$0
LTFM	ARMA	369	Building Hardware and I	\$425,000	\$0	\$0	\$425,000	\$0	\$0
LTFM	ARMA	379	Interior Surfaces	\$50,000	\$0	\$0	\$50,000	\$0	\$0
LTFM-st	ARMA		Site subtotal:	\$525,000	\$0	\$0	\$0	\$0	\$0
LTFM	BART	369	Building Hardware and I	\$188,832	\$0	\$0	\$188,832	\$0	\$0
LTFM	BART	370	Electrical	\$245,000	\$0	\$0	\$245,000	\$0	\$0
LTFM	BART	380	Mechanical Systems	\$5,090	\$0	\$0	\$5,090	\$0	\$0
LTFM	BART	384	Site Projects	\$250,000	\$0	\$0	\$250,000	\$0	\$0
LTFM-st	BART		Site subtotal:	\$688,922	\$0	\$0	\$0	\$0	\$0
LTFM	BETH	380	Mechanical Systems	\$50,000	\$0	\$0	\$50,000	\$0	\$0
LTFM-st	BETH		Site subtotal:	\$50,000	\$0	\$0	\$0	\$0	\$0
LTFM	BRYN	370	Electrical	\$650,000	\$0	\$0	\$650,000	\$0	\$0
LTFM	BRYN	379	Interior Surfaces	\$200,000	\$0	\$0	\$200,000	\$0	\$0
LTFM	BRYN	380	Mechanical Systems	\$25,000	\$0	\$0	\$25,000	\$0	\$0
LTFM	BRYN	381	Plumbing	\$89,000	\$0	\$0	\$89,000	\$0	\$0
LTFM-st	BRYN		Site subtotal:	\$964,000	\$0	\$0	\$0	\$0	\$0
LTFM	BURR	380	Mechanical Systems	\$140,000	\$0	\$0	\$140,000	\$0	\$0
LTFM-st	BURR		Site subtotal:	\$140,000	\$0	\$0	\$0	\$0	\$0
LTFM	COOP	380	Mechanical Systems	\$212,000	\$0	\$0	\$212,000	\$0	\$0
LTFM-st	COOP		Site subtotal:	\$212,000	\$0	\$0	\$0	\$0	\$0
LTFM	DAVI	379	Interior Surfaces	\$100,000	\$0	\$0	\$100,000	\$0	\$0
LTFM	DAVI	380	Mechanical Systems	\$335,000	\$0	\$0	\$335,000	\$0	\$0
LTFM-st	DAVI		Site subtotal:	\$435,000	\$0	\$0	\$0	\$0	\$0
LTFM	MULT	368	Building Envelope	\$970,000	\$0	\$0	\$970,000	\$0	\$0
LTFM	MULT	369	Building Hardware and I	\$250,000	\$0	\$0	\$250,000	\$0	\$0
LTFM	MULT	370	Electrical	\$1,800,000	\$0	\$0	\$1,800,000	\$0	\$0
LTFM	MULT	379	Interior Surfaces	\$900,000	\$0	\$0	\$900,000	\$0	\$0
LTFM	MULT	380	Mechanical Systems	\$1,800,000	\$0	\$0	\$1,800,000	\$0	\$0
LTFM	MULT	381	Plumbing	\$175,000	\$0	\$0	\$175,000	\$0	\$0
LTFM	MULT	382	Professional Services an	\$99,460	\$0	\$0	\$99,460	\$0	\$0
LTFM	MULT	383	Roof Systems	\$100,000	\$0	\$0	\$100,000	\$0	\$0
LTFM-st	MULT		Site subtotal:	\$6,094,460	\$0	\$0	\$0	\$0	\$0
LTFM	DOWL	370	Electrical	\$200,000	\$0	\$0	\$200,000	\$0	\$0
LTFM	DOWL	380	Mechanical Systems	\$74,000	\$0	\$0	\$74,000	\$0	\$0
LTFM	DOWL	384	Site Projects	\$190,000	\$0	\$0	\$190,000	\$0	\$0
LTFM-st	DOWL		Site subtotal:	\$464,000	\$0	\$0	\$0	\$0	\$0
LTFM	EDIS	380	Mechanical Systems	\$24,000	\$0	\$0	\$24,000	\$0	\$0
LTFM	EDIS	381	Plumbing	\$66,000	\$0	\$0	\$66,000	\$0	\$0
LTFM-st	EDIS		Site subtotal:	\$90,000	\$0	\$0	\$0	\$0	\$0

**MPS Capital Plan
FY22-23 to FY24-25**

Source of funds:	Deferred project funds - KENW	\$6,146,440	\$6,146,440	\$0	\$0	\$0	\$0
	Annual Bonding maximum	\$434,983,741	\$88,746,473	\$84,237,399	\$85,924,215	\$87,329,180	\$88,746,474
	TOTAL SOURCES OF FUNDS:	\$441,130,181	\$94,892,913	\$84,237,399	\$85,924,215	\$87,329,180	\$88,746,474
Uses of funds:	Total & Annual CDD plans:	\$138,920,092	\$38,460,628	\$18,550,312	\$24,019,916	\$34,215,125	\$23,674,111
	Total & Annual Non-CDD plans:	\$93,741,120	\$24,417,488	\$24,318,005	\$9,860,000	\$10,067,394	\$25,078,233
	Total & Annual LTFM plans:	\$170,688,135	\$31,995,045	\$39,934,590	\$30,314,982	\$32,527,582	\$35,915,936
	TOTAL USES OF FUNDS:	\$403,349,347	\$94,873,161	\$82,802,907	\$64,194,898	\$76,810,101	\$84,668,280
	UNALLOCATED FUNDING:	\$37,780,834	\$19,752	\$1,434,492	\$21,729,317	\$10,519,079	\$4,078,194

School	Program	Site ID	Project	Total Investment amount	20/21	21/22	22/23	23/24	24/25
LTFM	EMER	379	Interior Surfaces	\$100,000	\$0	\$0	\$100,000	\$0	\$0
LTFM	EMER	381	Plumbing	\$35,000	\$0	\$0	\$35,000	\$0	\$0
LTFM	EMER	384	Site Projects	\$200,000	\$0	\$0	\$200,000	\$0	\$0
LTFM-st	EMER		Site subtotal:	\$335,000	\$0	\$0	\$0	\$0	\$0
LTFM	ERIC	379	Interior Surfaces	\$100,000	\$0	\$0	\$100,000	\$0	\$0
LTFM	ERIC	380	Mechanical Systems	\$60,000	\$0	\$0	\$60,000	\$0	\$0
LTFM-st	ERIC		Site subtotal:	\$160,000	\$0	\$0	\$0	\$0	\$0
LTFM	FAIR	379	Interior Surfaces	\$90,000	\$0	\$0	\$90,000	\$0	\$0
LTFM-st	FAIR		Site subtotal:	\$90,000	\$0	\$0	\$0	\$0	\$0
LTFM	FIEL	369	Building Hardware and I	\$100,000	\$0	\$0	\$100,000	\$0	\$0
LTFM	FIEL	379	Interior Surfaces	\$20,000	\$0	\$0	\$20,000	\$0	\$0
LTFM	FIEL	380	Mechanical Systems	\$647,000	\$0	\$0	\$647,000	\$0	\$0
LTFM-st	FIEL		Site subtotal:	\$767,000	\$0	\$0	\$0	\$0	\$0
LTFM	FOLW	369	Building Hardware and I	\$175,000	\$0	\$0	\$175,000	\$0	\$0
LTFM-st	FOLW		Site subtotal:	\$175,000	\$0	\$0	\$0	\$0	\$0
LTFM	FRAN	369	Building Hardware and I	\$200,000	\$0	\$0	\$200,000	\$0	\$0
LTFM	FRAN	380	Mechanical Systems	\$157,000	\$0	\$0	\$157,000	\$0	\$0
LTFM	FRAN	383	Roof Systems	\$1,957,000	\$0	\$0	\$1,957,000	\$0	\$0
LTFM-st	FRAN		Site subtotal:	\$2,314,000	\$0	\$0	\$0	\$0	\$0
LTFM	GREE	379	Interior Surfaces	\$240,000	\$0	\$0	\$240,000	\$0	\$0
LTFM	GREE	380	Mechanical Systems	\$40,000	\$0	\$0	\$40,000	\$0	\$0
LTFM-st	GREE		Site subtotal:	\$280,000	\$0	\$0	\$0	\$0	\$0
LTFM	HALE	379	Interior Surfaces	\$260,000	\$0	\$0	\$260,000	\$0	\$0
LTFM	HALE	380	Mechanical Systems	\$174,000	\$0	\$0	\$174,000	\$0	\$0
LTFM-st	HALE		Site subtotal:	\$434,000	\$0	\$0	\$0	\$0	\$0
LTFM	HALL	379	Interior Surfaces	\$81,000	\$0	\$0	\$81,000	\$0	\$0
LTFM	HALL	381	Plumbing	\$35,000	\$0	\$0	\$35,000	\$0	\$0
LTFM	HALL	384	Site Projects	\$200,000	\$0	\$0	\$200,000	\$0	\$0
LTFM-st	HALL		Site subtotal:	\$316,000	\$0	\$0	\$0	\$0	\$0
LTFM	HAMI	380	Mechanical Systems	\$75,000	\$0	\$0	\$75,000	\$0	\$0
LTFM-st	HAMI		Site subtotal:	\$75,000	\$0	\$0	\$0	\$0	\$0
LTFM	HARR	379	Interior Surfaces	\$110,000	\$0	\$0	\$110,000	\$0	\$0
LTFM-st	HARR		Site subtotal:	\$110,000	\$0	\$0	\$0	\$0	\$0
LTFM	HENR	379	Interior Surfaces	\$240,000	\$0	\$0	\$240,000	\$0	\$0
LTFM	HENR	380	Mechanical Systems	\$237,000	\$0	\$0	\$237,000	\$0	\$0
LTFM-st	HENR		Site subtotal:	\$477,000	\$0	\$0	\$0	\$0	\$0
LTFM	HIAW	379	Interior Surfaces	\$50,000	\$0	\$0	\$50,000	\$0	\$0
LTFM	HIAW	380	Mechanical Systems	\$36,000	\$0	\$0	\$36,000	\$0	\$0
LTFM	HIAW	381	Plumbing	\$22,000	\$0	\$0	\$22,000	\$0	\$0
LTFM-st	HIAW		Site subtotal:	\$108,000	\$0	\$0	\$0	\$0	\$0
LTFM	HOWE	381	Plumbing	\$20,000	\$0	\$0	\$20,000	\$0	\$0
LTFM-st	HOWE		Site subtotal:	\$20,000	\$0	\$0	\$0	\$0	\$0
LTFM	JOHN	380	Mechanical Systems	\$18,000	\$0	\$0	\$18,000	\$0	\$0
LTFM-st	JOHN		Site subtotal:	\$18,000	\$0	\$0	\$0	\$0	\$0
LTFM	HMON	369	Building Hardware and I	\$10,000	\$0	\$0	\$10,000	\$0	\$0
LTFM	HMON	380	Mechanical Systems	\$6,000	\$0	\$0	\$6,000	\$0	\$0
LTFM-st	HMON		Site subtotal:	\$16,000	\$0	\$0	\$0	\$0	\$0
LTFM	KEEW	369	Building Hardware and I	\$130,000	\$0	\$0	\$130,000	\$0	\$0

**MPS Capital Plan
FY22-23 to FY24-25**

Source of funds:	Deferred project funds - KENW	\$6,146,440	\$6,146,440	\$0	\$0	\$0	\$0
	Annual Bonding maximum	\$434,983,741	\$88,746,473	\$84,237,399	\$85,924,215	\$87,329,180	\$88,746,474
	TOTAL SOURCES OF FUNDS:	\$441,130,181	\$94,892,913	\$84,237,399	\$85,924,215	\$87,329,180	\$88,746,474
Uses of funds:	Total & Annual CDD plans:	\$138,920,092	\$38,460,628	\$18,550,312	\$24,019,916	\$34,215,125	\$23,674,111
	Total & Annual Non-CDD plans:	\$93,741,120	\$24,417,488	\$24,318,005	\$9,860,000	\$10,067,394	\$25,078,233
	Total & Annual LTFM plans:	\$170,688,135	\$31,995,045	\$39,934,590	\$30,314,982	\$32,527,582	\$35,915,936
	TOTAL USES OF FUNDS:	\$403,349,347	\$94,873,161	\$82,802,907	\$64,194,898	\$76,810,101	\$84,668,280
	UNALLOCATED FUNDING:	\$37,780,834	\$19,752	\$1,434,492	\$21,729,317	\$10,519,079	\$4,078,194

School	Program	Site ID	Project	Total Investment amount	20/21	21/22	22/23	23/24	24/25
	LTFM	KEEW	379 Interior Surfaces	\$455,000	\$0	\$0	\$455,000	\$0	\$0
	LTFM	KEEW	384 Site Projects	\$200,000	\$0	\$0	\$200,000	\$0	\$0
	LTFM-st	KEEW	Site subtotal:	\$785,000	\$0	\$0	\$0	\$0	\$0
	LTFM	KENW	379 Interior Surfaces	\$130,000	\$0	\$0	\$130,000	\$0	\$0
	LTFM	KENW	381 Plumbing	\$100,000	\$0	\$0	\$100,000	\$0	\$0
	LTFM	KENW	384 Site Projects	\$150,000	\$0	\$0	\$150,000	\$0	\$0
	LTFM-st	KENW	Site subtotal:	\$380,000	\$0	\$0	\$0	\$0	\$0
	LTFM	LANE	369 Building Hardware and I	\$60,000	\$0	\$0	\$60,000	\$0	\$0
	LTFM	LANE	380 Mechanical Systems	\$27,000	\$0	\$0	\$27,000	\$0	\$0
	LTFM-st	LANE	Site subtotal:	\$87,000	\$0	\$0	\$0	\$0	\$0
	LTFM	LIND	369 Building Hardware and I	\$120,000	\$0	\$0	\$120,000	\$0	\$0
	LTFM	LIND	379 Interior Surfaces	\$100,000	\$0	\$0	\$100,000	\$0	\$0
	LTFM	LIND	380 Mechanical Systems	\$45,000	\$0	\$0	\$45,000	\$0	\$0
	LTFM	LIND	381 Plumbing	\$89,000	\$0	\$0	\$89,000	\$0	\$0
	LTFM-st	LIND	Site subtotal:	\$354,000	\$0	\$0	\$0	\$0	\$0
	LTFM	LLOW	380 Mechanical Systems	\$250,000	\$0	\$0	\$250,000	\$0	\$0
	LTFM-st	LLOW	Site subtotal:	\$250,000	\$0	\$0	\$0	\$0	\$0
	LTFM	LLUP	380 Mechanical Systems	\$25,000	\$0	\$0	\$25,000	\$0	\$0
	LTFM-st	LLUP	Site subtotal:	\$25,000	\$0	\$0	\$0	\$0	\$0
	LTFM	LONG	369 Building Hardware and I	\$75,000	\$0	\$0	\$75,000	\$0	\$0
	LTFM	LONG	380 Mechanical Systems	\$60,000	\$0	\$0	\$60,000	\$0	\$0
	LTFM	LONG	381 Plumbing	\$18,000	\$0	\$0	\$18,000	\$0	\$0
	LTFM-st	LONG	Site subtotal:	\$153,000	\$0	\$0	\$0	\$0	\$0
	LTFM	LORI	381 Plumbing	\$18,000	\$0	\$0	\$18,000	\$0	\$0
	LTFM-st	LORI	Site subtotal:	\$18,000	\$0	\$0	\$0	\$0	\$0
	LTFM	LYND	369 Building Hardware and I	\$10,000	\$0	\$0	\$10,000	\$0	\$0
	LTFM-st	LYND	Site subtotal:	\$10,000	\$0	\$0	\$0	\$0	\$0
	LTFM	MARC	379 Interior Surfaces	\$16,000	\$0	\$0	\$16,000	\$0	\$0
	LTFM	MARC	381 Plumbing	\$35,000	\$0	\$0	\$35,000	\$0	\$0
	LTFM-st	MARC	Site subtotal:	\$51,000	\$0	\$0	\$0	\$0	\$0
	LTFM	NEAS	379 Interior Surfaces	\$200,000	\$0	\$0	\$200,000	\$0	\$0
	LTFM	NEAS	380 Mechanical Systems	\$160,000	\$0	\$0	\$160,000	\$0	\$0
	LTFM-st	NEAS	Site subtotal:	\$360,000	\$0	\$0	\$0	\$0	\$0
	LTFM	NORT	380 Mechanical Systems	\$6,000	\$0	\$0	\$6,000	\$0	\$0
	LTFM-st	NORT	Site subtotal:	\$6,000	\$0	\$0	\$0	\$0	\$0
	LTFM	NSTA	380 Mechanical Systems	\$12,000	\$0	\$0	\$12,000	\$0	\$0
	LTFM-st	NSTA	Site subtotal:	\$12,000	\$0	\$0	\$0	\$0	\$0
	LTFM	NUTR	369 Building Hardware and I	\$16,000	\$0	\$0	\$16,000	\$0	\$0
	LTFM	NUTR	380 Mechanical Systems	\$100,000	\$0	\$0	\$100,000	\$0	\$0
	LTFM-st	NUTR	Site subtotal:	\$116,000	\$0	\$0	\$0	\$0	\$0
	LTFM	OLSO	380 Mechanical Systems	\$65,000	\$0	\$0	\$65,000	\$0	\$0
	LTFM-st	OLSO	Site subtotal:	\$65,000	\$0	\$0	\$0	\$0	\$0
	LTFM	PILL	369 Building Hardware and I	\$226,600	\$0	\$0	\$226,600	\$0	\$0
	LTFM	PILL	370 Electrical	\$50,000	\$0	\$0	\$50,000	\$0	\$0
	LTFM	PILL	380 Mechanical Systems	\$45,000	\$0	\$0	\$45,000	\$0	\$0
	LTFM-st	PILL	Site subtotal:	\$321,600	\$0	\$0	\$0	\$0	\$0
	LTFM	PRAT	369 Building Hardware and I	\$85,000	\$0	\$0	\$85,000	\$0	\$0
	LTFM	PRAT	381 Plumbing	\$44,000	\$0	\$0	\$44,000	\$0	\$0

**MPS Capital Plan
FY22-23 to FY24-25**

Source of funds:	Deferred project funds - KENW	\$6,146,440	\$6,146,440	\$0	\$0	\$0	\$0
	Annual Bonding maximum	\$434,983,741	\$88,746,473	\$84,237,399	\$85,924,215	\$87,329,180	\$88,746,474
	TOTAL SOURCES OF FUNDS:	\$441,130,181	\$94,892,913	\$84,237,399	\$85,924,215	\$87,329,180	\$88,746,474
Uses of funds:	Total & Annual CDD plans:	\$138,920,092	\$38,460,628	\$18,550,312	\$24,019,916	\$34,215,125	\$23,674,111
	Total & Annual Non-CDD plans:	\$93,741,120	\$24,417,488	\$24,318,005	\$9,860,000	\$10,067,394	\$25,078,233
	Total & Annual LTFM plans:	\$170,688,135	\$31,995,045	\$39,934,590	\$30,314,982	\$32,527,582	\$35,915,936
	TOTAL USES OF FUNDS:	\$403,349,347	\$94,873,161	\$82,802,907	\$64,194,898	\$76,810,101	\$84,668,280
	UNALLOCATED FUNDING:	\$37,780,834	\$19,752	\$1,434,492	\$21,729,317	\$10,519,079	\$4,078,194

School	Program	Site ID	Project	Total Investment amount	20/21	21/22	22/23	23/24	24/25
	LTFM-st	PRAT	Site subtotal:	\$129,000	\$0	\$0	\$0	\$0	\$0
	LTFM	PAGE	379 Interior Surfaces	\$310,000	\$0	\$0	\$310,000	\$0	\$0
	LTFM-st	PAGE	Site subtotal:	\$310,000	\$0	\$0	\$0	\$0	\$0
	LTFM	ROOS	379 Interior Surfaces	\$700,000	\$0	\$0	\$700,000	\$0	\$0
	LTFM	ROOS	380 Mechanical Systems	\$85,000	\$0	\$0	\$85,000	\$0	\$0
	LTFM-st	ROOS	Site subtotal:	\$785,000	\$0	\$0	\$0	\$0	\$0
	LTFM	SANF	369 Building Hardware and I	\$200,000	\$0	\$0	\$200,000	\$0	\$0
	LTFM	SANF	379 Interior Surfaces	\$100,000	\$0	\$0	\$100,000	\$0	\$0
	LTFM	SANF	380 Mechanical Systems	\$62,000	\$0	\$0	\$62,000	\$0	\$0
	LTFM-st	SANF	Site subtotal:	\$362,000	\$0	\$0	\$0	\$0	\$0
	LTFM	SEWA	381 Plumbing	\$40,000	\$0	\$0	\$40,000	\$0	\$0
	LTFM-st	SEWA	Site subtotal:	\$40,000	\$0	\$0	\$0	\$0	\$0
	LTFM	SHER	369 Building Hardware and I	\$200,000	\$0	\$0	\$200,000	\$0	\$0
	LTFM	SHER	380 Mechanical Systems	\$880,000	\$0	\$0	\$880,000	\$0	\$0
	LTFM	SHER	380 Mechanical Systems	\$4,030,000	\$0	\$0	\$4,030,000	\$0	\$0
	LTFM-st	SHER	Site subtotal:	\$5,110,000	\$0	\$0	\$0	\$0	\$0
	LTFM	SULL	379 Interior Surfaces	\$205,000	\$0	\$0	\$205,000	\$0	\$0
	LTFM-st	SULL	Site subtotal:	\$205,000	\$0	\$0	\$0	\$0	\$0
	LTFM	SWES	379 Interior Surfaces	\$300,000	\$0	\$0	\$300,000	\$0	\$0
	LTFM-st	SWES	Site subtotal:	\$300,000	\$0	\$0	\$0	\$0	\$0
	LTFM	TRAN	369 Building Hardware and I	\$15,000	\$0	\$0	\$15,000	\$0	\$0
	LTFM	TRAN	380 Mechanical Systems	\$12,000	\$0	\$0	\$12,000	\$0	\$0
	LTFM	TRAN	384 Site Projects	\$907,000	\$0	\$0	\$907,000	\$0	\$0
	LTFM-st	TRAN	Site subtotal:	\$934,000	\$0	\$0	\$0	\$0	\$0
	LTFM	WAIT	380 Mechanical Systems	\$345,000	\$0	\$0	\$345,000	\$0	\$0
	LTFM-st	WAIT	Site subtotal:	\$345,000	\$0	\$0	\$0	\$0	\$0
	LTFM	WASH	379 Interior Surfaces	\$400,000	\$0	\$0	\$400,000	\$0	\$0
	LTFM	WASH	380 Mechanical Systems	\$200,000	\$0	\$0	\$200,000	\$0	\$0
	LTFM	WASH	384 Site Projects	\$975,000	\$0	\$0	\$975,000	\$0	\$0
	LTFM-st	WASH	Site subtotal:	\$1,575,000	\$0	\$0	\$0	\$0	\$0
	LTFM	WEBS	379 Interior Surfaces	\$75,000	\$0	\$0	\$75,000	\$0	\$0
	LTFM-st	WEBS	Site subtotal:	\$75,000	\$0	\$0	\$0	\$0	\$0
	LTFM	WENO	369 Building Hardware and I	\$10,000	\$0	\$0	\$10,000	\$0	\$0
	LTFM	WENO	380 Mechanical Systems	\$60,000	\$0	\$0	\$60,000	\$0	\$0
	LTFM-st	WENO	Site subtotal:	\$70,000	\$0	\$0	\$0	\$0	\$0
	LTFM	WHIT	379 Interior Surfaces	\$100,000	\$0	\$0	\$100,000	\$0	\$0
	LTFM	WHIT	384 Site Projects	\$25,000	\$0	\$0	\$25,000	\$0	\$0
	LTFM-st	WHIT	Site subtotal:	\$125,000	\$0	\$0	\$0	\$0	\$0
	LTFM	WIND	380 Mechanical Systems	\$340,000	\$0	\$0	\$340,000	\$0	\$0
	LTFM-st	WIND	Site subtotal:	\$340,000	\$0	\$0	\$0	\$0	\$0

SPECIAL SCHOOL DISTRICT NO. 1
MINNEAPOLIS, MINNESOTA

CERTIFICATE OF OFFICIAL ACTION

The undersigned, being the duly qualified and acting School District Clerk of Special School District No. 1 (Minneapolis), Minnesota (the “District”), DOES HEREBY CERTIFY as follows:

Attached hereto is a true and correct copy of a resolution duly adopted by the affirmative vote of a majority of the members of the Board of Education of the District at a lawful meeting duly called and held on June 14, 2022, at which meeting a quorum was present and acting throughout. Such resolution remains in full force and effect in the form in which adopted.

IN WITNESS WHEREOF, the undersigned has hereunto set her/his hand and affixed the official seal of the District, this _____ day of June, 2022.

School District Clerk

2022-0038

RESOLUTION RELATING TO GENERAL OBLIGATION LONG-TERM FACILITIES MAINTENANCE BONDS; DECLARING INTENT TO ISSUE BONDS TO FINANCE A FACILITIES PLAN; PROVIDING FOR APPROVAL OF THE PLAN AND APPROVAL OF BONDS BY THE COMMISSIONER OF EDUCATION; AND AUTHORIZING THE PUBLICATION OF NOTICE

BE IT RESOLVED by the Board of Education (the “Board”) of Special School District No. 1 (Minneapolis), Minnesota (the “District”), as follows:

Section 1. Authorization and Approval

1.01. The District is authorized, pursuant to Minnesota Statutes, Section 123B.595 and Chapter 475, to borrow money by the issuance of its general obligation long-term facilities maintenance bonds. This Board hereby determines that it is necessary and desirable and in the best interest of the District to issue a series of general obligation long-term facilities maintenance bonds (the “Bonds”), pursuant to Minnesota Statutes, Section 123B.595 and Chapter 475. The District will issue the Bonds in a par amount of approximately \$30,615,000 to finance projects described in the District’s ten-year facilities plan adopted by this Board (the “Plan”).

1.02. The Plan has been submitted or will be submitted to the Commissioner of the Department of Education of the State of Minnesota (the “Commissioner of Education”) for approval as required by Minnesota Statutes, Section 123B.595, subdivision 4, and such approval has been or will be received prior to the date on which the Bonds will be issued.

Section 2. Notice

2.01. The officers and employees of the District are hereby authorized and directed to cause notice of the intended projects, the amount of the facilities maintenance bonds to be issued, and the total amount of the District’s indebtedness to be published in a legal newspaper of general circulation in the District as required by Minnesota Statutes, Section 123B.595, subdivision 5.

[END OF RESOLUTION]

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

District Info.	Enter Information	District Info.	Enter Information
District Name:	Special School District #1	Date:	
District Number:	0001-03	Email:	
District Contact Name:	Curt Hartog or David Richards		
Contact Phone #	612 668 0284 or 612 559 2820		

	Fiscal Year (FY) Ending June 30										
Expenditure Categories	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031

Health and Safety - this section excludes project costs in Category 2 of \$100,000 or more for which additional revenue is requested for Finance Codes 358, 363 and 366.

Finance Code	Category (1)											
347	Physical Hazards	\$191,700	\$197,451	\$203,375	\$209,476	\$215,760	\$222,233	\$228,900	\$235,767	\$242,840	\$250,125	\$257,629
349	Other Hazardous Materials	\$114,100	\$117,523	\$121,049	\$124,680	\$128,421	\$132,273	\$136,241	\$140,329	\$144,538	\$148,875	\$153,341
352	Environmental Health and Safety Management	\$799,200	\$823,176	\$847,871	\$873,307	\$899,507	\$926,492	\$954,287	\$982,915	\$1,012,403	\$1,042,775	\$1,074,058
358	Asbestos Removal and Encapsulation	\$75,000	\$77,250	\$79,568	\$81,955	\$84,413	\$86,946	\$89,554	\$92,241	\$95,008	\$97,858	\$100,794
363	Fire Safety	\$1,478,000	\$1,522,340	\$1,568,010	\$1,615,051	\$1,663,502	\$1,713,407	\$1,764,809	\$1,817,754	\$1,872,286	\$1,928,455	\$1,986,308
366	Indoor Air Quality	\$590,020	\$607,721	\$625,952	\$644,731	\$664,073	\$683,995	\$704,515	\$725,650	\$747,420	\$769,842	\$792,938
	Total Health and Safety Capital Projects	\$3,248,020	\$3,345,461	\$3,445,824	\$3,549,199	\$3,655,675	\$3,765,345	\$3,878,306	\$3,994,655	\$4,114,495	\$4,237,929	\$4,365,067

Health and Safety - Projects Costing \$100,000 or more per Project/Site/Year

Finance Code	Category (2)											
358	Asbestos Removal and Encapsulation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
363	Fire Safety	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
366	Indoor Air Quality	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Total Health and Safety Capital Projects \$100,000 or More	\$0										

Remodeling for Approved Voluntary Pre-K under Minnesota Statutes, section 124D.151

Finance Code	Category (3)											
355	Remodeling for prekindergarten (Pre-K) instruction approved by the commissioner.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Total Remodeling for Approved Voluntary Pre-K Projects	\$0										

Accessibility

Finance Code	Category (4)											
367	Accessibility	\$0	\$400,000	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Total Accessibility Projects	\$0	\$400,000	\$200,000	\$0							

Deferred Capital Expenditures and Maintenance Projects

Finance Code	Category (5)											
368	Building Envelope	\$1,050,000	\$797,072	\$855,248	\$944,338	\$1,917,327	\$2,013,193	\$2,113,853	\$2,219,546	\$2,330,523	\$2,447,049	\$2,520,460
369	Building Hardware and Equipment	\$4,912,953	\$3,729,501	\$4,001,706	\$4,418,558	\$5,630,551	\$5,912,078	\$6,207,682	\$6,518,066	\$6,843,969	\$7,186,168	\$7,401,753
370	Electrical	\$4,228,140	\$3,209,648	\$3,443,911	\$3,802,658	\$1,326,151	\$1,392,459	\$1,462,082	\$1,535,186	\$1,611,945	\$1,692,543	\$1,743,319
379	Interior Surfaces	\$5,966,651	\$4,529,380	\$4,859,966	\$5,366,221	\$8,158,228	\$8,566,139	\$8,994,446	\$9,444,169	\$9,916,377	\$10,412,196	\$10,724,562
380	Mechanical Systems	\$19,116,978	\$14,512,002	\$15,571,190	\$17,193,219	\$17,848,879	\$18,741,323	\$19,678,389	\$20,662,308	\$21,695,424	\$22,780,195	\$23,463,601
381	Plumbing	\$1,622,775	\$1,231,874	\$1,321,785	\$1,459,474	\$1,198,329	\$1,258,245	\$1,321,158	\$1,387,216	\$1,456,576	\$1,529,405	\$1,575,287
382	Professional Services and Salary	\$100,000	\$75,912	\$81,452	\$89,937	\$4,553,128	\$4,780,785	\$5,019,824	\$5,270,815	\$5,534,356	\$5,811,074	\$5,985,406
383	Roof Systems	\$2,822,093	\$2,142,296	\$2,298,655	\$2,538,103	\$4,789,803	\$5,029,293	\$5,280,758	\$5,544,796	\$5,822,035	\$6,113,137	\$6,296,531
384	Site Projects	\$115,000	\$87,298	\$93,670	\$103,427	\$639,109	\$671,064	\$704,618	\$739,849	\$776,841	\$815,683	\$840,154
	Total Deferred Capital Expense and Maintenance	\$39,934,590	\$30,314,982	\$32,527,582	\$35,915,936	\$46,061,505	\$48,364,580	\$50,782,809	\$53,321,950	\$55,988,047	\$58,787,450	\$60,551,073

Total Annual 10-Year Plan Expenditures

	\$43,182,610	\$34,060,443	\$36,173,406	\$39,465,135	\$49,717,180	\$52,129,926	\$54,661,115	\$57,316,605	\$60,102,542	\$63,025,379	\$64,916,140
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SECTION 1:**AMENDMENT** “Policy 6510: Work Based Learning” of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

AMENDMENT

Policy 6510: Work Based Learning

1. PURPOSE

Minneapolis Public Schools is dedicated to preparing students for post-secondary experiences such as college, technical training and careers. Work-based learning is a means of providing students with work readiness training and work experiences within an educational context with opportunities to build career awareness; explore careers; discover personal strengths, skills and talents; and develop critical thinking and problem solving skills. Through cooperation between a student, families, the business community and the school a supervised and guided exploration of local business enterprises is made available to credit ready students to serve specific educational goals. Work-based learning may also serve students who receive special education services including opportunities for a supervised and guided transition to careers.

2. GENERAL STATEMENT OF POLICY

- a. This policy does not apply to work release arrangements.
- b. All work based learning programs shall be supervised by a properly licensed individual under State requirements. Work readiness seminars, regardless of delivery method, shall be taught by a properly licensed individual under State requirements.
- c. Students may apply or may be recruited by a teacher, counselor or other school administrator to be part of a work based learning experience.
 - i. General education students must be sixteen (16)~~fourteen (14)~~ years of age and enrolled full time in a high school to participate in the work experience portion of MPS'a work based learning program.
 - ii. Special education students participate in work based learning programs according to the terms of their Individual Education Programs, regardless of student age or grade.
- d. Each student accepted into a work based learning program must have a written training agreement and a written training plan which may be combined into one document. Such an agreement shall include provisions requiring the student to meet academic goals toward graduation.
- e. Each student accepted into a work based learning program must successfully complete~~shall participate in~~ school based instruction in a state-approved work readiness seminar to maximize the experience and to prepare the student for the work based learning program. The seminar may be offered either in a regularly scheduled class in the student schedule, ~~or may be offered~~ on-line, or by credit by assessment portfolio. If offered on-line and a student enrolls in the course on-line there will be a corresponding reduction in the student’s normal

schedule.

- f. Documentation shall be kept to verify necessary safety instruction, educational progress and progress towards achieving goals set in the training agreement.
- g. The District Course Catalog will publish the credits toward graduation that students earn by successfully completing a work based learning program.
 - i. Credits shall be considered elective credits.
 - ii. Credit may be granted separately for in school instruction and work based learning.
- h. Work based learning programs are considered part of the regular school day with regard to student accounting and student attendance.

3. RESPONSIBILITY

- a. The Superintendent is authorized to promulgate regulations to implement this policy.
- b. The District shall comply with all applicable federal and state laws regarding employment of students and qualifications of instructors, work coordinators and job coaches.
- c. Transportation for general education students to and from the work based learning site shall be the responsibility of the student and her or his family, unless otherwise agreed to in writing with the District.
- d. Each school participating in work-based learning programs shall assure that students receive the necessary interventions and supports to meet the academic goals towards graduation made part of their written plan.

Original Adoption:

04/25/1967

Revision Dates:

03/28/1972, 12/16/1975, 08/13/1985, 04/14/2009, 12/10/2013

Legal References:

20 USC §6301 et seq. (No Child Left Behind) 29 USC §212 et seq. (Child Labor Standards) Minn. Stat. Chapter 181A (Child Labor Standards Act) Minn. Stat. §124D.454 (Access to Minnesota's Transition System for Children with a Disability) Minn. Rules Part 3505.1100 (Standards for Program Approval) Minn. Rules Part 3505.2300 (Student Eligibility for Programs)

MPS Policy Cross References:

MPS Policy 5000 (Equal Education Opportunity) MPS Policy 5391 (Graduation Requirements) MPS Policy 5700 (Special Education) MPS Policy 5750 (Disability Nondiscrimination) MPS Policy 6222 (Online Instruction)

SECTION 1: AMENDMENT “Policy 6000: Mission Of The Educational Program” of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

AMENDMENT

Policy 6000: Mission Of The Educational Program

1. PURPOSE

The school district is committed to an integrated, culturally diversified educational environment which treats all students as unique and capable of learning. The district is committed to providing an excellent instructional program for the benefit of all students. To that end the Board of Education has adopted mission and vision statements and engaged in strategic planning to meet the challenge. The purpose of this policy is to establish the mission of the educational program.

2. MISSION STATEMENT

The mission of the Minneapolis Public Schools is stated as:

~~“Our Mission is to ensure that all students learn. We support their growth into knowledgeable, skilled and confident citizens capable of succeeding in their work, personal and family lives into the 21st century.”~~ “All students—regardless of their background, zip code, and personal needs—will receive an anti-racist, holistic education that builds essential knowledge to prepare students for future success.”

3. VISION STATEMENT

The vision statement of the Minneapolis Public Schools is as follows:

~~“Every student will have the opportunity to access a high quality program in the Minneapolis Public Schools in order to prepare to be college or career ready.”~~ “Minneapolis Public Schools exist to provide a high quality, anti-racist, culturally responsive education for every Minneapolis student.”

4. COMMITMENT STATEMENT

The commitment statement of the Minneapolis Public Schools is as follows:

“To achieve our vision, we will intentionally focus and prioritize resources and actions to significantly improve the experiences and outcomes of Black students, Indigenous students, students of color, and their families.”

5. THE STRATEGIC PLAN AND THE EDUCATIONAL PROGRAM

The strategic plan, aligned with the mission and vision of the district, guides the educational program. The strategic plan includes, but is not limited to, the following:

- a. All instructional initiatives shall be aligned with the strategic plan.

- b. The educational plan shall have high expectations for all students.
- c. The educational plan will provide rigorous instruction at all levels aligned with state standards and post-secondary expectations.
- d. Opportunities for all students to participate in advanced classes shall be provided.
- e. Race, gender, culture, English learner status, socio-economic status or disability shall not be the predictor of student success.
- f. Barriers to learning shall be addressed.
- g. Teachers shall be supported in improving the effectiveness of their instruction and in deepening their content expertise.
- h. School leaders shall be supported in improving student achievement.

6. RESPONSIBILITY

- a. The Superintendent is authorized to promulgate regulations to implement this policy.
- b. The Superintendent shall report to the Board of Directors on no less than an annual basis on the progress of the District toward meeting its goals as stated in the Strategic Plan.
- c. The Board of Directors shall reexamine the mission and vision statements no less than every five years to assure that these statements adequately state the mission and vision of the district.
- d. The Superintendent shall engage community resources in addition to district resources to address barriers to student success.

Original Adoption:

04/25/1967

Revision Dates:

03/28/1972, 09/25/1973, 12/16/1975, 08/13/1985, 12/20/2011

SECTION 1: AMENDMENT “Policy 3546: Bus Equipment And Drivers”
of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

AMENDMENT

Policy 3546: Bus Equipment ~~And~~ District Vehicles, and Drivers

1. PURPOSE

The safety and security of students while being transported by district owned or a contracted busing service are primary concerns of the District. The purpose of this policy is to establish the commitment to safe buses for students and staff transported by the District.

2. GENERAL STATEMENT OF POLICY

- a. All school buses owned and operated by the District shall conform to the requirements established by Minnesota law for school buses.
- b. Any school buses contracted by the District shall conform to requirements established by Minnesota law for school buses.
- c. All school ~~bus~~ drivers, whether district employees or provided through contracted services, shall be fully licensed and qualified as required by law and district rules.
- d. Contracts with busing companies for field trips shall be with duly licensed bus companies that conform to state standards for common carriers and driver licensure.
- e. The Superintendent or Superintendent’s designee shall cause all certifications, licenses, records of accidents, mechanical failures, maintenance inspections and repairs made to all vehicles subject to this policy.
- f. The Superintendent or Superintendent’s designee shall cause records of all licenses, training records and required physical examinations of drivers to be maintained.
- g. ~~Bus~~ Drivers who are convicted of a criminal offense, a serious traffic violation, or of violating any other state or local law relating to motor vehicle traffic control other than a parking violation shall report such conviction to their supervisor as soon as possible after being notified of the conviction.
- h. ~~Bus-d~~ Drivers who have their driving license suspended, revoked or cancelled by the State of Minnesota or any other state or jurisdiction or who lose the right to operate a vehicle for any period or who are disqualified from operating a commercial motor vehicle for any period shall notify the driver’s employer of the suspension, revocation, cancellation, lost privilege or disqualification by the end of the business day on which notification is received, or on the first business day after notification if it is received on a non-business day.

3. TYPE III VEHICLES

- a. Type III vehicles are ~~restricted to~~ passenger cars, station wagons, vans and small buses having a maximum manufacturer’s rated seating capacity of 10 or

fewer people including the driver and a gross vehicle weight rating of 10,000 pounds or less.

- b. The District ~~shall not~~ generally transports Special Education students to treatment and out-of-district Special Education and Homeless and Highly Mobile students that cannot be incorporated into a regular route,~~students~~ with a Type III vehicle. Students are also not generally transported by the district in privately owned Type III vehicles. Only emergency, unscheduled transportation of students may be conducted in vehicles with a seating capacity of ten or fewer without meeting the statutory requirements for a Type III vehicle. If transporting students a Type III vehicle driver shall load and unload students only from a parked position that does not require the student to cross a street, except where not possible or impractical, in which event the driver or an adult assistant must escort the student across the street.
- c. All drivers of Type III vehicles shall be licensed drivers and must be familiar with the use of required emergency equipment. The District shall not knowingly allow a person to operate a Type III vehicle to transport students if the person has been convicted of an offense that disqualifies the person from operating a school bus. All drivers of district owned or contracted Type III vehicles used to transport students shall be trained and certified according to the requirements of law.
- d. Type III vehicles owned by the district shall be equipped with child passenger restraints, and child passenger restraints in them shall be used to the extent required by law.
- e. Type III vehicles owned by the district shall:
 - i. be painted a color other than national school bus yellow;
 - ii. be state inspected to comply with state requirements, and bear the current year's certificate of inspection issued by the state.
 - iii. be twelve years old (12) or less, unless exempted by law;
 - iv. have the name of the district clearly marked on the side of the vehicle;
 - v. have the required mirrors;
 - vi. not have the phrase "school bus" in any location visible to a motorist;
- f. carry the required fire extinguisher, first aid kit and body fluids cleanup kit, clearly marked and located as required by law.
- g. Type III vehicles and their drivers contracted by the district shall meet all requirements of law as to equipment and qualifications.

4. VEHICLE MAINTENANCE STANDARDS

- a. All district ~~vehicles~~bus equipment shall be maintained in safe operating conditions through a systematic preventive maintenance and inspection program adopted or approved by the Superintendent, or Superintendent's designee.
- b. All district vehicles shall be state inspected as required by law.
- c. ~~Bus~~ Drivers shall be trained to report any safety or operational concerns regarding the vehicles assigned or used by them on forms or in the manner approved by the Transportation Department.

5. REQUIRED INSPECTIONS BY DRIVERS

- a. Post-trip inspections shall be performed by the driver to check for any children or lost items remaining on the bus or for vandalism that has occurred during the trip.
 - i. Drivers shall follow Transportation department rules regarding security and reporting of children remaining on the bus after the run has been completed.
 - ii. Drivers shall follow Transportation Department rules regarding securing lost property found during post-trip inspections.
 - iii. Drivers shall follow Transportation Department rules regarding reporting of vandalism discovered during inspections.
- b. Pre-trip inspections as required by the Transportation department shall be performed by the driver to assess the readiness of the vehicle to perform properly.

6. RESPONSIBILITY

- a. The Superintendent may promulgate regulations to implement this policy.
- b. The Superintendent, or Superintendent's designee, may establish specific qualifications including required training for bus drivers for both district employees and contracted services.
- c. The Superintendent or Superintendent's designee may establish specifications for transportation equipment that exceed those required by Minnesota law.

Original Adoption:

04/25/1967

Revision Dates:

11/09/1971; 10/09/1973; 09/09/1975, 02/11/2014

Legal References:

- Minn. Stat. §123B.88 (Independent School Districts: Transportation)
- Minn. Stat. §169.4501 (School Bus Equipment Standards)
- Minn. Rules Part 7470.1700 (Drivers and Aides for Pupils with Disabilities)

MPS Policy Cross References:

- Policy 3545 (Transportation)
- Policy 3548 (Bus Safety)
- Policy 4026 (Transportation Employees: Drug and Alcohol Testing)

Minneapolis Public Schools

List A: All Employees: Tuesday, May 10, 2022

Hiring - Licensed

Heidi Alcaide Garcia	South High	Teacher, English Second Language	4/13/2022
Karen Boehlert	Bryn Mawr Elementary	Teacher, Building Reserve	4/11/2022
Sophie Breen	South High	Teacher, English Second Language	4/11/2022
Rachel Brinkmeyer	Bryn Mawr Elementary	Teacher, Elementary	4/25/2022
Elsa Koriath	Special Ed Program 3	Teacher, Music Therapist	4/18/2022
Josie Kuhn	Northeast Middle	Teacher, Art	4/18/2022

Hiring - Non Licensed

Bradley Almen	SEA Cadre	Special Education Assistant	4/19/2022
Jennifer Banks	CWS, Site Group 3	School Cook	4/11/2022
Veronica Barrientez	Howe Elementary	Health Services Assistant	3/22/2022
Silvia Cuzco	Emerson Elementary	Associate Educator	4/19/2022
Christine Declene	Washburn High	Special Education Assistant	5/2/2022
Joseph Dunn	AVID Tutors	AVID Assistant	4/1/2022
Heather Evans	River Bend Education Center	Special Education Assistant	3/31/2022
Nyles Foster	Engineers, Zone 1	Custodian	4/27/2022
Isabelle Furman	Kenwood Elementary	Associate Educator	4/11/2022
Rita Granderson Jennings	Pratt Elementary	Family & Community Liaison (ESP)	4/11/2022
Rob Griffin	Justice Page Middle	Associate Educator	3/14/2022
Ona Knoxsah	Student Placement Services	Student Enrollment & Retention Spec.	4/5/2022

Minneapolis Public Schools

List A: All Employees: Tuesday, May 10, 2022

Hiring - Non Licensed

Kevin Kriz	Green Central Elementary	Associate Educator	5/10/2022
Michael Larson	KBEM Radio	Radio Announcer	4/11/2022
Daisy Lezama	Anwatin Middle	School Secretary	4/19/2022
Jenny Llangari	Minneapolis Kids	Child Care Assistant	4/18/2022
Sherrick Mcrae	CWS, Site Group 1	Food Service Assistant	5/5/2022
Madar Mohamed	Sullivan Elementary	Associate Educator	5/10/2022
Mursal Mohamed	Transportation	Bus Aide	4/13/2022
Michele Montserrat	District Communications Center	District Communication Ctr Specialist	4/19/2022
Shaadia Munye	AVID Tutors	AVID Assistant	4/25/2022
Ronald Nova	Emerson Elementary	Special Education Assistant	4/21/2022
Marie Overfors	Anwatin Middle	Special Education Assistant	4/19/2022
Trevor Poundstone	Human Resources Information Systems	Human Resources Information Specialist	4/5/2022
Jerell Scott	Harrison Education Center	Special Education Assistant	4/11/2022
Brian Slettom	Engineers, Zone 2	Custodian	4/18/2022
Morgan Stephenson	CWS, Site Group 5	Onsite Food Service Coordinator	4/28/2022
Katelyn Strother	Folwell Elementary	Associate Educator	4/11/2022
Kelly Taschler	Washburn High	Associate Educator	4/11/2022
Lionel Temple	Engineers, Zone 2	Custodian	4/25/2022
Dennis Turner	Engineers, Zone 1	Custodian	5/10/2022
Wyhett Ugaas	Check and Connect	Associate Educator	4/11/2022

Minneapolis Public Schools

List A: All Employees: Tuesday, May 10, 2022

Hiring - Non Licensed

Edgar Ullaguari	Adult Basic Education	Associate Educator	4/18/2022
Bryce Vogel	Edison High	Special Education Assistant	4/21/2022
Anthony Ware	Lucy Laney Elementary	School Secretary	4/25/2022
Mildred Young	Minneapolis Kids	Child Care Assistant	4/11/2022

Discharges

Licensed

Non-Licensed

Custodian	04-20-2022	2022-5-ER-4960
Custodian	04-20-2022	2022-5-ER-4959
Custodian	04-25-2022	2022-5-ER-4950
School Bus Driver	04-27-2022	2022-5-ER-4552

Probationary Separations

Licensed

Teacher, Counselor	06-30-2022	2022-5-ER-5030
Teacher, Special Education	06-30-2022	2022-5-ER-5031
Teacher, Art	06-30-2022	2022-5-ER-5029
Teacher, Elementary	06-30-2022	2022-5-ER-5032
Teacher, Music	06-30-2022	2022-5-ER-5033
Teacher, Elementary	06-30-2022	2022-5-ER-5034
Teacher, Special Education	06-30-2022	2022-5-ER-5035

Licensed, Staff Reduction

Non-Licensed

Food Service Assistant	04-15-2022	2022-5-ER-4965
Custodian	04-18-2022	2022-5-ER-4974
School Success Program Assistant	05-02-2022	2022-5-ER-5012
Associate Educator	04-22-2022	2022-5-ER-4969
Custodian	05-06-2022	2022-5-ER-5004

Non-Licensed, Staff Reduction

Layoffs

Licensed

Non-Licensed

Administrative Contract Non-Renewals



CONTRACT FOR GOODS – above \$50,000

This Contract is entered into between Special School District No. 1, “District”, a special school district created and existing under the laws of Minnesota, and American Reading Company “Contractor” (collectively “parties”) to provide Summer Semester English and Spanish literacy curriculum at ALC-Extended Learning Department

1 TERM OF CONTRACT

- 1.1 This Contract is effective on May 10, 2022 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 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/delivery of goods 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/Vendor under this Contract, including compensation for goods, and/or services, and reimbursable expenses (if applicable), shall not exceed \$506,325.00. Contractor/Vendor 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.

4 INSPECTION OF GOODS & REJECTION

4.1 Buyer is entitled to inspect the Goods upon delivery. If the Goods are unacceptable for any reason, Buyer must reject them at the time of delivery up to ten (10) business days from the date of delivery. If Buyer has not rejected the Goods within ten (10) business days from the date of delivery, Buyer shall have waived any right to reject that specific delivery of Goods.

4.2 In the event Buyer rejects the Goods, Buyer shall allow Seller a reasonable time to cure the deficiency. A reasonable time period shall be determined by industry standards for the Goods, as well as the Seller and Buyer.

5 RISK OF LOSS

5.1 Risk of loss will be on the Seller until the time when the Buyer accepts delivery. Seller shall maintain any and all necessary insurance in order to insure the Goods against loss at Seller's own expense.

6 TITLE

6.1 Title to the Goods will remain with the Seller until Buyer accepts delivery.

7 FORCE MAJEURE

7.1 Non-delivery or default of this Agreement due to labor disputes, transportation shortage, delay or shortage of materials to produce the Goods, fires, accidents, Acts of God, or any other causes outside of Seller's control shall be notified to Buyer immediately upon realization that it will not be able to deliver the Goods as promised. Either Party may terminate this Agreement upon such notice.

8 GENERAL TERMS AND CONDITIONS

8.1 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.

9 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

9.1 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.

10 DATA PRIVACY

10.1 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.

11 USE OF DISTRICT NAME OR LOGO

- 11.1 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.

12 INDEPENDENT CONTRACTOR

- 12.1 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.
- 12.2 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.

13 WORKER HEALTH, SAFETY AND TRAINING

- 13.1 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.

14 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

- 14.1 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.

15 INSURANCE

- 15.1 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.
- 15.2 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.
- 15.3 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.

16 INDEMNIFICATION

- 16.1 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.

17 LIMITATION ON LIABILITY

- 17.1 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.

18 CONFLICT OF INTEREST/CODE OF ETHICS

18.1 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.

19 COMPLIANCE WITH LAWS AND DEBARMENT

19.1 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.

20 TERMINATION

20.1 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.

20.2 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.

20.3 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.

21 RETURN OF DATA

21.1 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.

22 RECORDS MANAGEMENT AND MAINTENANCE

22.1 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.

23 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: ALC-Extended Learning Department

Attn: Daren Johnson

1250 W Broadway

Minneapolis, MN 55411

Email: daren.johnson@mpls.k12.mn.us



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

SRM: 4400001349

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CONTRACTOR

NAME: Karen Wendlandt
Address: 480 Norristown Road, Blue Bell, PA 19422
Phone: 612-710-0008
Email: karen.wendlandt@americanreading.com

ACKNOWLEDGMENT

23.1 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.

23.2 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.

24 NON-WAIVER

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

25 ASSIGNMENT

25.1 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.



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

26.1 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.

27 WARRANTY

27.1 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.

28 SEVERABILITY

28.1 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.

29 SURVIVABILITY

29.1 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.

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Dr. Aimee Fearing
(Printed)

Title: Senior Academic Officer

Date: _____

CONTRACTOR NAME

DocuSigned by:
Allan Struzinski
Signature: _____
4CA74A5B9C4144A...

Name: Allan Struzinski
(Printed)

Title: President

Date: 5/3/2022



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Phone: 612.668.0000
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EXHIBIT A: SCOPE OF WORK

Deliverables:

Summer Literacy Curriculum—see American Reading Company Proposal #213794

Service Outcome:

MPS will receive Summer Semester Literacy Curriculum in English and Spanish. Professional Development included with qualifying materials purchase.

Method of Evaluation

Quality of product, timeliness of delivery will be evaluated by MPS staff

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EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

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Minneapolis Public Schools

Summer Semester English and Spanish

04/29/2022

Proposal Number: 213794

Submitted To: Daren Johnson -

MN 55411



PRICING SUMMARY	
Materials	\$506,325.00
Professional Development	\$0.00
Grand Total	\$506,325.00

Please note: Prices are valid 90 days from date of proposal

Prices and Fulfillment

Prices are valid 90 days from date of proposal. Upon receipt of purchase order or other payment method, materials will be shipped on a timeline mutually agreed to by the parties. ARC's Professional Development services will be delivered at customer's request and subject to American Reading Company personnel availability. Please send purchase orders to orders@americanreading.com.

Returns

Returns are allowed for order discrepancies and/or damaged products and must be reported within 90 days of receipt of order to receive credit or replacement product. Marked, stickered, stamped, or otherwise altered materials are non-returnable. Please contact us prior to returning items to American Reading Company to ensure your return is processed correctly and you receive credit or replacement. American Reading Company will pay for return shipping if the return is a result of company error.

If you have questions regarding your order, please contact our Customer Care Department at customer care@americanreading.com or (866) 810-2665.

Professional Development

American Reading Company limits all workshops to a maximum of 25 participants (20 teachers and 5 support staff). If more than 25 people attend the workshop, you agree to pay \$350 for each additional participant. Professional development training cannot be cancelled or changed within 15 days of the event date, or you will be billed for the event.

American Reading Company reserves the right to convert in person professional development, upon consultation with the customer, to a combination of virtual professional development, physical materials, and/or digital materials when necessary to ensure the health and safety of its employees and customers.

Recording of Professional Development sessions

American Reading Company retains proprietary rights to its professional development, both in person and virtual; therefore, recording of professional development is prohibited. ARC reserves the right to maintain distribution of its professional development services.

Signature

Date

Title

Approved Amount: \$



Assessment and Instruction				
Heading	Product	Quantity	Price	Total
IRLA/ENIL Toolkits for Small Group Instruction	Herramientas ENIL (ENIL Toolkit): Blanco (CCSS V1)	7	\$500.00	\$3,500.00
	Spanish Blanco			
IRLA/ENIL Toolkits for Small Group Instruction	Herramientas para el desarrollo de Destrezas fundamentales (ENIL Foundational Skills Toolkit): 1 Azul (CCSS, Version 4)	14	\$250.00	\$3,500.00
	Spanish 1Az			
IRLA/ENIL Toolkits for Small Group Instruction	Herramientas para el desarrollo de Destrezas fundamentales (ENIL Foundational Skills Toolkit): 1 Rojo (CCSS, Version 4)	11	\$500.00	\$5,500.00
	Spanish 1R			
IRLA/ENIL Toolkits for Small Group Instruction	Herramientas para el desarrollo de Destrezas fundamentales (ENIL Foundational Skills Toolkit): 2 Azul (CCSS, Version 4)	17	\$250.00	\$4,250.00
	Spanish 2Az			
IRLA/ENIL Toolkits for Small Group Instruction	Herramientas para el desarrollo de Destrezas fundamentales (ENIL Foundational Skills Toolkit): 2 Rojo (CCSS, Version 4)	11	\$500.00	\$5,500.00
	Spanish 2R			
IRLA/ENIL Toolkits for Small Group Instruction	Herramientas para el desarrollo de Destrezas fundamentales (ENIL Foundational Skills Toolkit): Amarillo (CCSS, Version 4)	11	\$400.00	\$4,400.00
	Spanish 1-3 Am			
IRLA/ENIL Toolkits for Small Group Instruction	Herramientas para el desarrollo de Destrezas fundamentales (ENIL Foundational Skills Toolkit): Turquesa (CCSS, Version 4)	15	\$500.00	\$7,500.00
	Spanish T			
IRLA/ENIL Toolkits for Small Group Instruction	Herramientas para el desarrollo de Destrezas fundamentales (ENIL Foundational Skills Toolkit): Verde (CCSS, Version 4)	11	\$500.00	\$5,500.00
	Spanish V			



IRLA/ENIL Toolkits for Small Group Instruction	IRLA Toolkits CCSS - Grade 1 English	21	\$2,525.00	\$53,025.00
IRLA/ENIL Toolkits for Small Group Instruction	IRLA Toolkits CCSS - Grade 2 English	18	\$2,000.00	\$36,000.00
IRLA/ENIL Toolkits for Small Group Instruction	IRLA Toolkits CCSS - Grade 3 English	16	\$1,950.00	\$31,200.00
IRLA/ENIL Toolkits for Small Group Instruction	IRLA Toolkits CCSS - Grade 4 English	15	\$2,000.00	\$30,000.00
IRLA/ENIL Toolkits for Small Group Instruction	IRLA Toolkits CCSS - Kindergarten English	17	\$1,900.00	\$32,300.00
			Subtotal	\$222,175.00

Professional Development and Leadership Learning

Heading	Product	Quantity	Price	Total
Professional Development	PD included with qualifying materials purchase (Bilingual Coach Needed)	6	\$0.00	\$0.00
			Subtotal	\$0.00

Summer School

Heading	Product	Quantity	Price	Total
Modules	Summer Semester Adaptaciones de los animales Rising Grade 5 (Animal Adaptations) (Exiting Grade 4) Spanish	3	\$2,450.00	\$7,350.00



Modules	Summer Semester Animal Adaptations Rising Grade 5 (Exiting Grade 4)	15	\$2,450.00	\$36,750.00
Modules	Summer Semester Animales Salvajes Rising Grade 2 (Wild and Endangered Animals) (Exiting Grade 1) Spanish	6	\$2,450.00	\$14,700.00
Modules	Summer Semester Bichos en sus ecosistemas Rising Grade 3 (Bugs in Their Ecosystems) (Exiting Grade 2) Spanish	4	\$2,450.00	\$9,800.00
Modules	Summer Semester Biology Kindergarten	17	\$2,450.00	\$41,650.00
Modules	Summer Semester Biología Kindergarten (Biology) Spanish	5	\$2,450.00	\$12,250.00
Modules	Summer Semester Bugs In Their Ecosystems Rising Grade 3 (Exiting Grade 2)	18	\$2,450.00	\$44,100.00
Modules	Summer Semester Marine Life Rising Grade 4 (Exiting Grade 3)	16	\$2,450.00	\$39,200.00
Modules	Summer Semester Vida Marina Rising Grade 4 (Marine Life) (Exiting Grade 3) Spanish	4	\$2,450.00	\$9,800.00
Modules	Summer Semester Wild and Endangered Animals Rising Grade 2 (Exiting Grade 1)	21	\$2,450.00	\$51,450.00



Section Sets	Summer Semester Grade 1 Section Set (Please Specify Theme in Comments)	14	\$225.00	\$3,150.00
	Wild and Endangered Animals Rising Grade 2 (Exiting Grade 1)			
Section Sets	Summer Semester Grade 2 Section Set (Please Specify Theme in Comments)	12	\$225.00	\$2,700.00
	Bugs In Their Ecosystems Rising Grade 3 (Exiting Grade 2)			
Section Sets	Summer Semester Grade 3 Section Set (Please Specify Theme in Comments)	11	\$225.00	\$2,475.00
	Marine Life Rising Grade 4 (Exiting Grade 3)			
Section Sets	Summer Semester Grade 4 Section Set (Please Specify Theme in Comments)	10	\$225.00	\$2,250.00
	Animal Adaptations Rising Grade 5 (Exiting Grade 4)			
Section Sets	Summer Semester Grade K Section Set (Biology)	12	\$225.00	\$2,700.00
	Biology Kindergarten			
Section Sets	Summer Semester Spanish Gr 1 Section Sets (Please Put Theme in Comments)	4	\$225.00	\$900.00
	Spanish 1st Grade-AN-RISING2			
Section Sets	Summer Semester Spanish Gr 2 Section Sets (Please Put Theme in Comments)	4	\$225.00	\$900.00
	Spanish 2nd Grade BG-RISING3			
Section Sets	Summer Semester Spanish Gr 3Section Sets (Please Put Theme in Comments)	3	\$225.00	\$675.00
	Spanish 3rd grade vida marina			
Section Sets	Summer Semester Spanish Gr 4 Section Sets (Please Put Theme in Comments)	2	\$225.00	\$450.00
	Spanish Grade 4 Animal Adaptations-RISING5			



Section Sets	Summer Semester Spanish Grade K Section Set (Biología)	4	\$225.00	\$900.00
	Spanish Kindergarten-BIOLOGIA-GRK			

Subtotal **\$284,150.00**

TOTAL: \$506,325.00

American Reading Company's Standard Terms and Conditions

Regarding Section 20. Termination, upon receipt of purchase order or other payment method, materials will be shipped within 6 to 12 weeks contingent upon product(s) purchased, or on a timeline mutually agreed to by the parties. American Reading Company invoices the customer based upon the shipment of materials and/or delivery of services. Orders over \$200 ship for free; orders under \$200 have a shipping fee of 10% of the order.

American Reading Company ships 99% of orders complete and on-time as scheduled. If a shipment is delayed, a sales representative will contact the partner school/district as soon as ARC is aware that there is a potential delay. Partners have the option of receiving the order complete on an extended timeline OR receiving split-shipped materials, with the available portion of the order arriving as originally scheduled, with backordered materials to follow later OR selecting alternate items from ARC's offerings.

Professional development services will be delivered at customer's request and subject to American Reading Company personnel availability. Should ARC's professional development have to be rescheduled due to weather or unforeseen emergency, ARC will reschedule the training at a mutual convenience. ARC will deliver professional development services on or about the dates specified in this contract. Changes to or rescheduling of specific dates will not be considered lack of compliance with the contract.

ARC strives to address and resolve all customer concerns within 7 days or less. Our current response time is 4 days or less.

In the event of a default of any kind, a breach of obligation of any kind or a failure to comply with any term, covenant or condition set forth in this contract the legal and equitable remedies available to the District shall be limited to termination of this contract by giving American Reading Company a termination notice. If the District terminates this contract, then the District shall pay for all services rendered and materials delivered up to the date of termination.

Regarding Section 27. Warranty, ARC guarantees quality products and will replace items deemed defective within 90 days of receipt. ARC cannot guarantee replacement of products outside of this 90-day period. For planning purposes, customers can expect to reorder a portion of trade books and teacher frameworks due to intensive use and normal wear and tear year to year.

Returns are allowed for order discrepancies and/or damaged products and must be reported within 90 days of receipt of order to receive credit or replacement product. Marked, stickered, stamped, or otherwise altered materials are non-returnable. Please contact us prior to returning items to American Reading Company to ensure your return is processed correctly and you receive credit or replacement. American Reading Company will pay for return shipping if the return is a result of company error.

If you have questions regarding your order, please contact our Customer Care Department at customercare@americanreading.com or (866) 810-2665.

Regarding ARC's Proprietary Information, American Reading Company's Professional Development is provided in conjunction with the purchase of instructional materials. ARC's PD focuses on job-embedded application of effective instructional practices using ARC teacher frameworks. ARC professional development focuses on ARC's proprietary materials for which ARC owns copyrights and trademarks. ARC does not grant any rights to this intellectual property to the district. All work created by ARC PD staff/consultants is the property of ARC, not the district. All rights reserved including the right of reproduction in whole or in part in any form. The contents of these materials may be reproduced to facilitate implementation of ARC's solutions in classrooms registered with American Reading Company.

The teacher frameworks provided physically and/or digitally include proprietary information and must be excluded from public release. These frameworks include IRLA®, ENIL®, 100 Book Challenge Handbook®, ARC Literacy Labs®, Research Labs® and Genre Labs®, among others. SchoolPace also includes proprietary information and the logins provided for this tool must be excluded from public release.

Both physical and digital frameworks specified are Copyright © American Reading Company. All rights reserved, including the right of reproduction in whole or in part in any form. The contents of these publications may not be reproduced or used in any form except to facilitate implementation of ARC Core ® in classrooms registered with American Reading Company.

American Reading Company retains proprietary rights to its professional development, both in person and virtual; therefore, recording of professional development is prohibited. ARC reserves the right to maintain distribution of its professional development services.

Regarding Alternate Products/Substitutions, given that ARC's customers can receive up to 15,000 unique titles, individual title changes cannot be approved by the district in advance. ARC's dynamic product offerings are built on continuously improving texts and text collections selected by ARC literacy experts from what is appropriate and currently available in the market. This ensures that ARC's customers have the most current, high-quality texts possible from ARC's comprehensive database of titles. Please note ARC Core® is not a program with a static title list.

Regarding ARC's Professional Development, ARC's Professional Development services will be delivered at customer's request and subject to American Reading Company personnel availability. Should ARC's Professional Development have to be rescheduled due to weather or unforeseen emergencies, ARC will reschedule the training at a mutual convenience. Professional Development training cannot be cancelled or changed within 15 days of the event day. Customers that cancel Professional Development events within that timeframe will be billed for the cancelled event.

ARC professional development is designed and priced for groups of 25 participants. If the number of participants exceeds 25, ARC reserves the right to insist on the maximum of 25, charge extra for extra participants, or make other adjustments to the professional development to ensure the best learning experience and results for participants.

ARC will deliver professional development services on or about the dates specified in this contract. Changes to or rescheduling of specific dates will not be considered lack of compliance with the contract.

Regarding Pricing, American Reading Company establishes standard pricing which is reviewed periodically and then posted on the company's website. Prices are subject to change throughout the year. ARC's current prices appear on the American Reading Company website (<https://www.americanreading.com/about-us/ordering-info/>). Please note ARC prices are valid 90 days from date of proposal.

American Reading Company will provide similar pricing for similar sized purchases made by the District which contain similar product, grade, and delivery configurations that ARC has provided to similar size school districts in the same state and in the same fiscal year (July 1 – June 30). Exclusions are (but not limited to): multiyear contracts, customized solutions typical of larger school districts, and volume discounts.

American Reading Company does not discount from enclosed price list except where economies of scale allow ARC to pass along cost efficiencies to customers who purchase directly from ARC in large volumes. For example, customers who purchase \$10,000,000 or more in materials at one time could receive a 2% discount on all materials purchased directly through ARC. Certain conditions and exclusions may apply.

For customers who purchase less than \$10,000,000 in materials at one time, economies of scale also apply. For example, tiered pricing based on the number of students (i.e., exemplar text packs), number of schools (i.e., SchoolPace/eIRLA) or number of ARC Professional Development sessions purchased is provided on the price list.

For customers who purchase less than \$10,000,000 in materials at one time directly from ARC, cost efficiencies on Research Lab (Units 2-4) modules will be passed along where economies of scale allow ARC to do so. This pricing is only available when 150 or more of the exact same Research Lab module (Units 2-4) (e.g., Third Grade Bugs with the same basket spectrum) are purchased at the same time without customization or rush delivery. The following chart details the percentage reduction from ARC standard pricing based on the above conditions:

Number of Research Lab Modules Purchased	Price reduction
150-200 modules	3%
200-250 modules	5%
Over 250 modules	7%

Regarding ARC's Payment Terms and Invoicing, standard payment terms of net 30 days from invoice will be applied. There is a 3% processing fee for any order above \$500 paid using a credit card. ARC invoices materials and services when delivered. SchoolPace and digital



licenses are invoiced at inception. SchoolPace and digital licenses are due and payable when invoiced. Payment may not be withheld until PO is complete; partial payments are required.

ARC's invoices are payable 100% when presented and are due within 30 days. No retainage deductions are permitted.

**FIRST AMENDMENT AMD-13599 TO CONTRACT MAS-13084 BETWEEN:
SPECIAL SCHOOL DISTRICT NO. 1 AND COLLABORATIVE STUDENT
TRANSPORTATION OF MINNESOTA**

This Amendment (“Amendment”) to the Contract between Special School District No. 1 and Collaborative Student Transportation Of Minnesota, dated May 1, 2022 (“Contract”) is made and entered into by and between Special School District No. 1 (“District”) and Collaborative Student Transportation Of Minnesota (“Contractor”) (collectively “parties”).

WHEREAS, Special School District No. 1, a special a school district created and existing under Minnesota law (“District”) and Collaborative Student Transportation Of Minnesota ("Contractor") entered into a contract titled Provide Type III Transportation service for MPS students 2021-2022 SY for a period between 5/1/2022 THRU 6/30/2022 and

WHEREAS, the Parties now desire to amend the contract;

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

Section 3.1 of the Contract shall be amended to read to add: \$50,000

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

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: _____

Title: _____

Date: _____

Collaborative Student Transportation Of Minnesota

By:  _____

Name: _____ Dillon LaHaye _____

Title: _____ Chief of Staff / Owner _____

Date: _____ 04/23/22 _____



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 Joshua Downham “Contractor” (collectively “parties”) to provide lobbying services to the Office of the Superintendent.

TERM OF CONTRACT

- 1.1 This Contract is effective on 07/01/2022 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2024, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2 Contractor understands that **NO WORK SHOULD BEGIN UNDER THIS CONTRACT** until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District’s Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor’s OWN RISK and as a volunteer.

2 SCOPE OF WORK

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

3 CONSIDERATION AND TERMS OF PAYMENT

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



MINNEAPOLIS
PUBLIC SCHOOLS
Urban Education. Global Citizens.

1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

SRM: 44xxxxxx

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3.1 *Total Obligation*

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed \$101,859.38 (year 1) and \$104,405.86 (year 2). 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: Office of the Superintendent
Attn: Ashley Hightower
1250 W Broadway
Minneapolis, MN 55411
Email: mpssup@mpls.k12.mn.us

CONTRACTOR

Joshua Downham
Phone: 612-418-4756
Address: 5736 Pillsbury Avenue South, Minneapolis, MN 55419
Email: downham@gmail.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: Ed Graff

(Printed)

Title: Superintendent

Date: _____

CONTRACTOR NAME

Signature:

Name: Joshua Dowham

(Printed)

Title: Owner

Date: _____

Exhibit A:

Deliverables:

Direct lobbying as appropriate, monitoring of pertinent committee hearings and working groups; Coordinate legislative hearings, help develop testimony by the District and at appropriate times, testify on behalf of the District. Provide up-to-date information on all bills important to the District. Develop and implement strategies to strengthen legislative relationships for the District. Establish and maintain relationships with House and Senate legislative leaders, staff, Governor's Office, MDE and other organizations with similar legislative goals. Engage grassroots as appropriate.

Service Outcome:

Provide regular and emergency reports to key contacts and others as appropriate. Meet regularly with the Superintendent or designee to discuss progress on Legislative agenda. Provide weekly updates during legislative sessions. Submit other relevant legislative information in a timely manner. Provide an end of Session Report, detailing relevant legislation, including direction to District staff on implementation and obligations of the legislation. The Report should also include an analysis of the District legislative agenda, including items that did not pass and the prospect for future action.

Method of Evaluation:

Meet regularly with the Superintendent or designee to discuss progress on Legislative agenda.

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

- 1) From 07/01/2022 to 06/31/2023 contractor shall file monthly retainer invoices of \$8,488.28 and 07/01/2023 to 06/31/2024 contractor shall file monthly retainer invoices of \$8,700.49. 2) Contractor may bill for the following expenses: a. Parking expenses at State Capitol. Conferences and event expenses at which the contractor represents the District as approved by the Superintendent. Fees associated with membership in the Minnesota Government Relations Council. Capitol Pathways Intern participation fee.

[The remainder of this page intentionally left blank.]



Capital Planning, Construction & Maintenance Department

Consultant/Architect Contract Amendment Cover Sheet

Project Information

Consultant/Architect	Miller Dunwiddie	Date	4/28/2022
Project Name	Justice Page Middle School Renovations	Project No.	21PAGE002
Contract Approval Date:	2/10/2021	MAS #	12918

Summary

Original Contract Amount	\$ 533,000.00	Date of Substantial Completion	10/1/2022
Board Authorized Amount	\$ 533,000.00	Most recent Board Approval Date	11/9/2021

Summary of Previous Amendments		
Amendment #1	\$ 7,435.00	Owner's Security Consultant incorporated under Arch. Owner increased scope of services from the time Miller Dunwiddie bid on this work that includes water infiltration investigation and design, structural removal, increased scope of lower level rooms, increased scope of building sign removal during construction
Amendment #2	\$ 132,000.00	
TOTAL OF PREVIOUS Amendments		\$ 139,435.00

AMOUNT OF THIS Amendment #	3	\$ 21,900.00
-----------------------------------	----------	---------------------

additional time for interior finishes changed in PR 2 and addition of weekly construction administration

TOTAL Amendment S TO DATE \$ **161,335.00**

REVISED CONTRACT AMOUNT \$ **694,335.00**

REVISED DATE OF SUBSTANTIAL COMPLETION 10/1/2022

DATE OF BOARD ACTION 6/14/2022

Reviewed By: Jessica J Pavelka Date: 04/29/2022
 Manager of Planning & Construction

Approved By: [Signature] Date: 4/29/2022
 Executive Director, CPCM

Approved By: _____ Date: _____
 SOO

Approved By: _____ Date: _____
 SFO



AIA[®] Document G802™ – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Justice Page Middle School
Improvements
1 West 49th Street
Minneapolis, MN 55419

AGREEMENT INFORMATION:
Date: February 10, 2021

AMENDMENT INFORMATION:
Amendment Number: 003

Date: April 28, 2022

OWNER: *(name and address)*
Minneapolis Public Schools
Special School District #1
1250 West Broadway Avenue
Minneapolis, MN 55414

ARCHITECT: *(name and address)*
Miller Dunwiddie

100 Washington Avenue South
Suite 500
Minneapolis, MN 55401

The Owner and Architect amend the Agreement as follows:

Additional time to research, select and document Interior finishes changes related to PR02, which were changes made to finishes previously selected.

Additional time required for construction administration weekly project meetings, including preparation of agendas & meeting minutes. These were previously under the scope of the General Contractor.

Addition to contract sum \$ 21,900.00

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Revised Contract Amount: \$694,335.00

Schedule Adjustment:
no change

SIGNATURES:

Miller Dunwiddie

Minneapolis Public Schools
Special School District #1

ARCHITECT *(Firm name)*

OWNER *(Firm name)*

SIGNATURE

SIGNATURE

Paul G. May, Vice-President

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

04/28/2022

DATE

DATE



April 8, 2022

Diedra Geye - Project Manager, CPCM | Minneapolis Public Schools
1250 West Broadway Avenue
Minneapolis, MN 55411
diedra.geye@mpls.k12.mn.us

RE: Justice Page Middle School Renovation & Expansion: Additional Services for scope increases
MPS Project #21PAGE001; Architect's Project # MPS2101

Dear Diedra:

Miller Dunwiddie is requesting additional A/E services at Justice Page Middle School related to incorporating additional scope into the project that was not anticipated or outlined in the original contract agreement.

Additional Scope of Design Services

- Additional time to research, select and document Interior finishes changes related to PR02, which were changes made to finishes previously selected.
- Additional time required for construction administration weekly project meetings, including preparation of agendas & meeting minutes. These were previously under the scope of the GC.

Fee Schedule – Architect / Engineer

The additional Architectural fees to complete the scope noted above are beyond those within our current contract. **Our additional A/E fee request for this added scope is \$21,900.00**

Schedule

We have already commenced this work, aligning with the previously established schedule for the Justice Page project, with construction to occur in Summer 2022.

Please review and process this request. Let me know if you have any questions.

Sincerely,
Miller Dunwiddie

A handwritten signature in blue ink, appearing to read "Paul G. May".

Paul G. May, AIA
Principal / Vice President

Minneapolis Public Schools

Name

Date

Cc: Jean Turck - Miller Dunwiddie



MINNEAPOLIS
PUBLIC SCHOOLS

Urban Education. Global Citizens.

CONTRACT FOR GOODS – above \$50,000

This Contract is entered into between Special School District No. 1, “District”, a special school district created and existing under the laws of Minnesota, and Oliver Packaging and Equipment. “Contractor” (collectively “parties”) to provide HEAT SEAL MACHINE, CONVEYOR TYPE Oliver Model No. MX6 to the District.

1 TERM OF CONTRACT

- 1.1 This Contract is effective on 5/10/2022. or the date of the last signature of the parties, whichever is later, and shall remain in effect until 12/30/2022., 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/delivery of goods 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/Vendor under this Contract, including compensation for goods, and/or services, and reimbursable expenses (if applicable), shall not exceed \$210,425.86. Contractor/Vendor 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.

4 INSPECTION OF GOODS & REJECTION

4.1 Buyer is entitled to inspect the Goods upon delivery. If the Goods are unacceptable for any reason, Buyer must reject them at the time of delivery up to ten (10) business days from the date of delivery. If Buyer has not rejected the Goods within ten (10) business days from the date of delivery, Buyer shall have waived any right to reject that specific delivery of Goods.

4.2 In the event Buyer rejects the Goods, Buyer shall allow Seller a reasonable time to cure the deficiency. A reasonable time period shall be determined by industry standards for the Goods, as well as the Seller and Buyer.

5 RISK OF LOSS

5.1 Risk of loss will be on the Seller until the time when the Buyer accepts delivery. Seller shall maintain any and all necessary insurance in order to insure the Goods against loss at Seller's own expense.

6 TITLE

6.1 Title to the Goods will remain with the Seller until Buyer accepts delivery.

7 FORCE MAJEURE

7.1 Non-delivery or default of this Agreement due to labor disputes, transportation shortage, delay or shortage of materials to produce the Goods, fires, accidents, Acts of God, or any other causes outside of Seller's control shall be notified to Buyer immediately upon realization that it will not be able to deliver the Goods as promised. Either Party may terminate this Agreement upon such notice.

8 GENERAL TERMS AND CONDITIONS

8.1 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.

9 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

9.1 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.

10 DATA PRIVACY

10.1 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.

11 USE OF DISTRICT NAME OR LOGO

- 11.1 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.

12 INDEPENDENT CONTRACTOR

- 12.1 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.

- 12.2 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.

13 WORKER HEALTH, SAFETY AND TRAINING

- 13.1 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.

14 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

- 14.1 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.

15 INSURANCE

- 15.1 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.
- 15.2 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.
- 15.3 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.

16 INDEMNIFICATION

- 16.1 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.

17 LIMITATION ON LIABILITY

17.1 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.

18 CONFLICT OF INTEREST/CODE OF ETHICS

18.1 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.

19 COMPLIANCE WITH LAWS AND DEBARMENT

19.1 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.

20 TERMINATION

20.1 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.

20.2 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.

20.3 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.

21 RETURN OF DATA

21.1 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.

22 RECORDS MANAGEMENT AND MAINTENANCE

22.1 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.

23 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: Culinary & Wellness Services

Attn: Josiah Nebo

1250 W Broadway

Minneapolis, MN 55411

Email: Josiah.nebo@mpls.k12.mn.us

CONTRACTOR

NAME:

Address:

Phone:

Email:

ACKNOWLEDGMENT

23.1 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.

23.2 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.

24 NON-WAIVER

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

25 ASSIGNMENT



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

MAS-

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25.1 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.

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

26.1 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.

27 WARRANTY

27.1 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.

28 SEVERABILITY

28.1 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.

29 SURVIVABILITY

29.1 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: : _____
(Printed)

Title: : _____

Date: _____



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

MAS-

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EXHIBIT A: SCOPE OF WORK

Deliverables:

Machine installed and up and running

Service Outcome:

Initial installation and training. Two days onsite with two Oliver Factory Representatives.

Method of Evaluation

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

1/3 down with order, 1/3 at shipping, 1/3 Net 30 days

Warranty of 1 year from 1st use. Covers material defects and workmanship (does not Cover misuse or abuse).

[The remainder of this page intentionally left blank.]

**SECOND AMENDMENT AMD- 13600 TO CONTRACT MAS-13089 BETWEEN:
SPECIAL SCHOOL DISTRICT NO. 1 AND RIFT VALLEY TRANSPORTATION
INC**

This Amendment (“Amendment”) to the Contract between Special School District No. 1 and Rift Valley Transportation Inc, dated May 1, 2022 (“Contract”) is made and entered into by and between Special School District No. 1 (“District”) and Rift Valley Transportation Inc (“Contractor”) (collectively “parties”).

WHEREAS, Special School District No. 1, a special a school district created and existing under Minnesota law (“District”) and Rift Valley Transportation Inc ("Contractor") entered into a contract titled STUDENT TRANSPORTATION for a period between 5/1/2022 through 6/30/2022 (“Contract”), and

WHEREAS, the Parties now desire to amend the contract;

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

Section 3.1 of the Contract shall be amended to read TO ADD: \$400,000

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

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: _____

Title: _____

Date: _____

Rift Valley Transportation Inc

By: _____

Name: _____

Title: _____

Date: _____



AIA Document G701™ – 2017

Change Order

PROJECT: (Name and address)
Hale Elementary School Kitchen-
Lunchroom Upgrades Project

CONTRACT INFORMATION:
Contract For: General Construction

Date:

CHANGE ORDER INFORMATION:
Change Order Number: 20058 - 001

Date: April 27, 2022

OWNER: (Name and address)
Minneapolis Public Schools
Special School District #1
1250 West Broadway Ave
Minneapolis, MN 55411

ARCHITECT: (Name and address)
Armstrong, Torseth, Skold & Rydeen, Inc.
8501 Golden Valley Road, Suite 300
Minneapolis, MN 55427

CONTRACTOR: (Name and address)
Rochon Corporation
28 Second Street Northwest #200
Osseo, MN 55369

THE CONTRACT IS CHANGED AS FOLLOWS:

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

Item #1 – FOOD SERVICE EQUIPMENT REVISIONS

Refer to ATSR PR #1 (dated 02/25/22) and Contractors PCO #001(dated 03/11/22).

Food Service Equipment Revisions

1. Refer to Sheet QF110 of the Drawings:
 - a. Refer to Detail 1/QF110: Refer to Hot/Cold Serving Counters: S5.1, S5.2, S5.3, and S5.4:
 - 1) Revise locations of food wells as shown on attached revision plan.
 - 2) Provide two sneeze guards per counter as shown on attached plan.
 - b. Refer to Detail 1/QF110: Revise location of condensate lines from evaporators of walk-in cooler and freezer to exterior of walk-ins per health department requirement.
 - c. Refer to Food Service Elevation Notes:
 - 1) Revise Note B to read: "Stainless Steel Fixed Undershef."
 - 2) Revise Note E to read: "8" Deep Sink.
 - 3) Add Note J as follows: "10" Deep Sink".
 - d. Refer to Detail 3B/QF110: Revise sink note to "J" (height of each sink bowl to 10")
 - e. Refer to Detail 3C/QF110: Revise drainboard height to 34" AFF.
 - f. Refer to Detail 3E/QF110: Revise sink height to 8" and provide Add-A-Faucet at Item W22.2 Spray Rinse.
 - g. Refer to Detail 3H/QF110: Revise Item number to Read: "T7.1."
2. Refer to Specification Section 11 40 00:
 - a. Refer to 2.08 Plumbing, A., 2., a.: Delete faucet (at Item T6.1 Two Compartment Sink)
 - b. Refer to Item H19.1 Milk Dispenser: Provide 4"x 36"x1" high stainless steel removable drip tray with removable perforated top.
 - c. Refer to Item P13.1 Slicer: Provide removal ring guard, knife removal tool, and clean-up kit.
 - d. Revise sneeze guard manufacturer from Premier to Vollrath for Items S5.1, S5.2, S5.3, and S5.4. Provide Model, Velocity.
 - e. Revise length of Item S3.1 Cold Pan Serving Counter to 74-inches long. Revise associated sneeze guard to 74" long.
 - f. Revise model number of Item S3.1 Cold Pan Serving Counter (Salad Counter) to AHC-5M-N7-Modified.
 - g. Refer to Item T3.1 Equipment Stand: Revise acceptable manufacturer to ACS FAB.
 - h. Refer to Item W22.2 Spray Rinse: Revise model to: "510-GXKCAB". Provide Add-A-Faucet with 8" spout.

ADD \$2,572.50

Item #2 – Permit Excess

Refer to City of Minneapolis email confirming permit fee

ADD \$3, 999.33

Description: Permit Excess

1. Refer to Section 01 21 00 of the Specifications:
 - A. The following is a list of Allowance(s) requested by the Owner for this project:
 1. Allowance No. 1, Building Permits: Include in the Base Bid, a Lump Sum Allowance Amount of \$15,000.00 to secure and pay all for all of the building permits required by governmental agencies and necessary for the proper execution and completion of the Work that are typically secured after bidding.
2. Refer to attached City of Minneapolis email received by ATSR and forwarded to Rochon, September 30, 2021.

Email indicates application and plans for BLDG905084 have been approved by City of Minneapolis Staff and are ready for payment. The permit fee is \$18,999.33 Therefore, permit excess beyond allowance is \$18,999.33 - \$15,000.00 = \$3,999.00

Attachments: September 30, 2021 City of Minneapolis email

Item #3 - Additional Epoxy Flooring

1. Refer to Sheet A-110 of the Drawings:
 - a. Refer to First Floor Plan 1/A-110: Refer to Room C119
 - 1) Provide additional epoxy (resinous) flooring in closets at alcoves to Multipurpose/ Cafeteria at Northeast and Northwest corners.
2. Refer to Sheet I-110 of the Drawings:
 - a. Refer to Detail 4/I-110 Floor Finish Plan: Add resinous flooring to alcove closets and continue color and pattern from Main Room C119.

Refer to Rochon PCO #003 (dated 04/01/2022).

ADD \$432.00

Item #4 - Electrical Revisions for Kitchen Hood

1. Refer to Sheet E600 of the Drawings:
 - a. Refer to Motor Schedule: Refer to Motors EF-14 and MAU-1.
2. Provide VFDs with disconnects for each motor. VFD's shall be MPS standard Allen-Bradley or ABB as indicated in Specifications Section 26 29 13. Locate VFDs in the ceiling above the kitchen hood.
3. Refer to Sheet MC001 of the Drawings:
 - a. Refer to Detail 3/MC001: Delete Captive Aire VFDs from the hood control panel. VFDs to be located as noted above. Extend VFD control wiring from hood panel to new VFD location.

ADD \$5,461.05

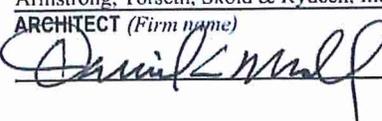
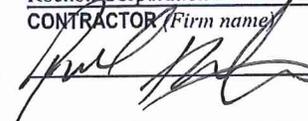
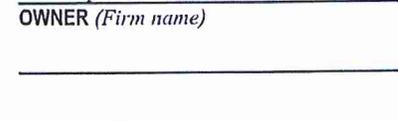
TOTAL ADD THIS CHANGE ORDER: \$12,464.88

The original Contract Sum was	\$ 2,008,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 2,008,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 12,464.88
The new Contract Sum including this Change Order will be	\$ 2,020,464.88

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

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

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

Armstrong, Torseth, Skold & Rydeen, Inc.	Rochon Corporation	Minneapolis Public Schools
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
		

SIGNATURE
Daniel C. Moll, AIA, Partner

PRINTED NAME AND TITLE

DATE

SIGNATURE
Paul Braton - EXEC. V.P.

PRINTED NAME AND TITLE
4-29-22

DATE

SIGNATURE

PRINTED NAME AND TITLE

DATE



PCO #001

Rochon Corporation
 28 2nd St NW, Suite 200
 Osseo, Minnesota 55369
 Phone: (763) 559-9393
 Fax: (763) 559-8101

Project: 2132 - Hale Elementary School Kitchen And Lunchroom
 Upgrades
 5330 13th Ave South
 Minneapolis, Minnesota 55411

Prime Contract Potential Change Order #001: CE #001 - Food Service Revisions

TO:	Minneapolis Public Schools	FROM:	Rochon Corporation Minnesota 28 2nd St NW, Suite 200 Osseo, Minnesota 55368
PCO NUMBER/REVISION:	001 / 0	CONTRACT:	1 - Hale Elementary School Kitchen And Lunchroom Upgrades Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Jack Braton (Rochon Corporation Minnesota)
STATUS:	Pending - Pricing	CREATED DATE:	3/11/2022
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$2,572.50

POTENTIAL CHANGE ORDER TITLE: CE #001 - Food Service Revisions

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #001 - Food Service Revisions

ATTACHMENTS:

#	Budget Code	Description	Amount
1	11-401.L Food Service Equipment.Labor	Revise Sneeze Guards to Vollrath	\$2,450.00
Subtotal:			\$2,450.00
OH&P (5.00% Applies to all line item types.):			\$122.50
Grand Total:			\$2,572.50

Dan Moll (ATS&R)
 8501 Golden Valley Road, Suite 300
 Golden Valley, Minnesota 55427

Minneapolis Public Schools

Rochon Corporation Minnesota
 28 2nd St NW, Suite 200
 Osseo, Minnesota 55368

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

Boelter premier

FOODSERVICE DESIGN, EQUIPMENT & SUPPLY

Date: 3-2-22

Pages: 4

To: JACK BRATON	From: Ed Black
Company: ROCHON CORP.	Direct Dial : 763-450-2916 CELL 651-485-3238
Fax:	Fax: Fax [763] 544-7949 Email eblack@boelterpremier.com
Re: HALE ELEM - PR NO. 001	

ITEM 2 d REVISE SQUEEZE GUARDS FROM
PREMIER FOR ITEMS SS.1, SS.2, SS.3, SS.4
TO VELOCITY BY VOLLRATH

ADD TO CONTACT 2450.00

ALL OTHER FROM OUR PR #001 etc

CONFIDENTIAL NOTICE: The document(s) accompanying this fax contain confidential information which is legally privileged. The information is intended for the use of the intended recipient named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this telecopied information except its direct delivery to the intended recipient named above is strictly prohibited. If you have received this fax in error, please notify us immediately by telephone to arrange for the return of the original documents to us.

7120 Northland Terrace • Minneapolis, MN 55428
Main [763] 544-8800 • Fax [763] 544-7949

ATSR

PLANNERS • ARCHITECTS • ENGINEERS

ARMSTRONG, TORSETH, SKOLD AND RYDEEN, INC.

8501 Golden Valley Road Suite 300 Minneapolis, MN 55427
Phone: 763 . 546 . 3731 Fax: 763 . 525 . 3289

TO: Rochon Corporation
28 2nd St NW #200
Osseo, MN 55369

DATE: February 25, 2022

PROPOSAL REQUEST NO. 001

PROJECT: Minneapolis Schools – HALE School Kitchen – Lunchroom Upgrades
ATSR Project Number 20058

Please submit an itemized quotation, within two weeks, for changes in your work on the above project, as described herein, including any changes in time scheduling. Reference and attach a copy of this PR to your price quote. This is not a change order or authorization to proceed with this work.

Description: Food Service Equipment Revisions

1. Refer to Sheet QF110 of the Drawings:
 - a. Refer to Detail 1/QF110: Refer to Hot/Cold Serving Counters: S5.1, S5.2, S5.3, and S5.4:
 - ✓ 1. Revise locations of food wells as shown on attached revision plan.
 - ✓ 2. Provide two sneeze guards per counter as shown on attached plan.
 - ✓ b. Refer to Detail 1/QF110: Revise location of condensate lines from evaporators of walk-in cooler and freezer to exterior of walk-ins per health department requirement.
 - ✓ c. Refer to Food Service Elevation Notes:
 - ✓ 1. Revise Note B to read: "Stainless Steel Fixed Undershef."
 - ✓ 2. Revise Note E to read: "8" Deep Sink.
 - ✓ 3. Add Note J as follows: "10" Deep Sink".
 - ✓ d. Refer to Detail 3B/QF110: Revise sink note to "J" (height of each sink bowl to 10".)
 - ✓ e. Refer to Detail 3C/QF110: Revise drainboard height to 34" AFF.
 - ✓ f. Refer to Detail 3E/QF110: Revise sink height to 8" and provide Add-A-Faucet at Item W22.2 Spray Rinse.
 - ✓ g. Refer to Detail 3H/QF110: Revise Item number to Read: "T7.1."

REQUEST FOR CHANGE ORDER PROPOSAL NO. 1
Minneapolis Schools – HALE School Kitchen – Lunchroom Upgrades Project
Page 2

2. Refer to Specification Section 11 40 00:

- a. Refer to 2.08 Plumbing, A., 2., a.: Delete faucet (at Item T6.1 Two Compartment Sink)
- b. Refer to Item H19.1 Milk Dispenser: Provide 4"x 36"x1" high stainless steel removable drip tray with removable perforated top.
- c. Refer to Item P13.1 Slicer: Provide removal ring guard, knife removal tool, and clean-up kit.
- PR # 001 d. Revise sneeze guard manufacturer from Premier to Vollrath for Items S5.1, S5.2, S5.3, and S5.4. Provide Model, Velocity.
- e. Revise length of Item S3.1 Cold Pan Serving Counter to 74-inches long. Revise associated sneeze guard to 74" long.
- f. Revise model number of Item S3.1 Cold Pan Serving Counter (Salad Counter) to AHC-5M-N7-Modified.
- g. Refer to Item T3.1 Equipment Stand: Revise acceptable manufacturer to ACS FAB.
- h. Refer to Item W22.2 Spray Rinse: Revise model to: "510-GXKCAB". Provide Add-A-Faucet with 8" spout.

Attachments: Drawing Sheet QF110 R1

ARMSTRONG, TORSETH, SKOLD & RYDEEN, INC.

✓ REVIEWED 3-2-22
BY BLACK
BOEVER 651-485-3238

Daniel Moll
Dan Moll

cc: Jeffrey Helstrom, MPS
Jack Braton - Rochon
Dan Moll, ATSR

Jack Braton

From: Dan Moll <dmoll@atsr.com>
Sent: Thursday, September 30, 2021 3:55 PM
To: Jack Braton
Cc: 'Jeffrey Helstrom (Jeffrey.Helstrom@mpls.k12.mn.us)'
Subject: FW: Fee Payment for BLDG905084
Attachments: Plan13319 Hale Elementary School approval letter.pdf

Follow Up Flag: Follow up
Flag Status: Completed

Jack,
The plans have been reviewed and approved by the City of Minneapolis.
The permit cost was included in the base bid as an allowance.
Please see the request for fee payment below.
The General Contractor is responsible for obtaining the permit and payment of fees.
The only clarification on the building plan review was clarifying that special inspections for wood shown on the structural drawings were not required.
There is also, a food plan review that had been completed and the review is attached.
Dan

From: ProjectDox@minneapolismn.gov <ProjectDox@minneapolismn.gov>
Sent: Thursday, September 30, 2021 3:08 PM
To: Dan Moll <dmoll@atsr.com>
Subject: Fee Payment for BLDG905084



Completion of Review and Fees Due for BLDG905084

Attention Dan:

Your application and plans for **BLDG905084** have been approved by City of Minneapolis Staff and are ready for payment.

The permit fee is: \$18,999.33. We have staff available for credit card payment by phone on Mondays, Tuesdays, and Thursdays from 8 to 4 at 612-673-3734. Checks payable to Minneapolis Finance Department can be mailed to City of Minneapolis Development Review, 505 4th Ave S Room 220, Minneapolis MN 55415. Be sure to include the permit number(s) and address on the check. Contact benjamin.frank@minneapolismn.gov with any questions.

Once fees have been paid, you will receive an approval notification with instruction on how to download your

stamped plans.

Click the "Project Access" link below to open directly this project for further details.

Project:	BLDG905084
Description:	Commercial: Remodel - FOOD Hale Schl - Lunch room and kitchen remodel
Status:	Payment Notification
Project Access Login to ProjectDox	

Please do not reply to this email.

Angel Hegman

From: Jack Braton <jackbraton@rochoncorp.com>
Sent: Tuesday, March 22, 2022 8:07 AM
To: Dan Moll; Jeffrey Helstrom
Subject: Hale Elementary Building Permit
Attachments: 20220322081047780.pdf

Dan/Jeff,

The cost of the building permit was \$18,999.33. With the allowance of \$15,000 that would put the change order amount for the permit at \$3,999.33.

Thank you,

Jack Braton
Assistant Project Manager



28 2nd Street NW, Suite 200 | Osseo, MN 55369
763-559-9393 *Office* | 763-235-3819 *Direct* | 763-559-8101 *Fax*
218-670-0495 *Cell*



PCO #003

Rochon Corporation
 28 2nd St NW, Suite 200
 Osseo, Minnesota 55369
 Phone: (763) 559-9393
 Fax: (763) 559-8101

Project: 2132 - Hale Elementary School Kitchen And Lunchroom
 Upgrades
 5330 13th Ave South
 Minneapolis, Minnesota 55411

Prime Contract Potential Change Order #003: CE #003 - Resinous Flooring in Alcove Closets

TO:	Minneapolis Public Schools	FROM:	Rochon Corporation Minnesota 28 2nd St NW, Suite 200 Osseo, Minnesota 55368
PCO NUMBER/REVISION:	003 / 0	CONTRACT:	1 - Hale Elementary School Kitchen And Lunchroom Upgrades Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Jack Braton (Rochon Corporation Minnesota)
STATUS:	Pending - Pricing	CREATED DATE:	4/1/2022
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No	ACCOUNTING METHOD:	Amount Based
LOCATION:		PAID IN FULL:	No
SCHEDULE IMPACT:		SIGNED CHANGE ORDER RECEIVED DATE:	
EXECUTED:	No	TOTAL AMOUNT:	\$432.00

POTENTIAL CHANGE ORDER TITLE: CE #003 - Resinous Flooring in Alcove Closets

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #003 - Resinous Flooring in Alcove Closets
 Install resinous flooring in the two closets in cafeteria C119.

ATTACHMENTS:

#	Budget Code	Description	Amount
1	09-6723.S Resinous Flooring.Commitment		\$432.00
Subtotal:			\$432.00
OH&P (0.00% Applies to all line item types.):			\$0.00
Grand Total:			\$432.00

Dan Moll (ATS&R)
 8501 Golden Valley Road, Suite 300
 Golden Valley, Minnesota 55427

Minneapolis Public Schools

Rochon Corporation Minnesota
 28 2nd St NW, Suite 200
 Osseo, Minnesota 55368

SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____



PCO #002

Rochon Corporation
 28 2nd St NW, Suite 200
 Osseo, Minnesota 55369
 Phone: (763) 559-9393
 Fax: (763) 559-8101

**Project: 2132 - Hale Elementary School Kitchen And Lunchroom
 Upgrades**
 5330 13th Ave South
 Minneapolis, Minnesota 55411

**Prime Contract Potential Change Order #002: CE #002 - Electrical Revisions
 for Kitchen Hood**

TO:	Minneapolis Public Schools	FROM:	Rochon Corporation Minnesota 28 2nd St NW, Suite 200 Osseo, Minnesota 55368
PCO NUMBER/REVISION:	002 / 0	CONTRACT:	1 - Hale Elementary School Kitchen And Lunchroom Upgrades Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Jack Braton (Rochon Corporation Minnesota)
STATUS:	Pending - Pricing	CREATED DATE:	3/25/2022
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	2 days	PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$5,461.05

POTENTIAL CHANGE ORDER TITLE: CE #002 - Electrical Revisions for Kitchen Hood

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
 CE #002 - Electrical Revisions for Kitchen Hood

1. Provide VFDs with disconnects for each motor.

ATTACHMENTS:

#	Budget Code	Description	Amount
1	16-000.S Electrical.Commitment		\$6,039.00
2	11-400-400.51.E V2.1 Exhaust Hood.Equipment		\$(838.00)
Subtotal:			\$5,201.00
OH&P (5.00% Applies to all line item types.):			\$260.05
Grand Total:			\$5,461.05

Dan Moll (ATS&R)
 8501 Golden Valley Road, Suite 300
 Golden Valley, Minnesota 55427

Minneapolis Public Schools

Rochon Corporation Minnesota
 28 2nd St NW, Suite 200
 Osseo, Minnesota 55368

SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____

Boelter premier

FOODSERVICE DESIGN, EQUIPMENT & SUPPLY

Date: 3-23-22

Pages: 2

To: JACK BRATON	From: Ed Black
Company: ROCHON	Direct Dial : 763-450-2916 CELL 651-485-3238
Fax:	Fax: [763] 544-7949 Email eblack@boelterpremier.com
Re: HALE. ELEM - CAPTIVE AIR HOOD	

PR NO. 602

DELETE VFD FROM CAPTIVE AIR DCV SYSTEM
(DFV, EXTERNAL WIRING & DISCONNECTS BY OTHERS)

DEDUCT 838.⁰⁰

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7120 Northland Terrace • Minneapolis, MN 55428
Main [763] 544-8800 • Fax [763] 544-7949

ATSR

PLANNERS + ARCHITECTS + ENGINEERS

ARMSTRONG, TORSETH, SKOLD AND RYDEEN, INC.

8501 Golden Valley Road Suite 300 Minneapolis, MN 55427
Phone: 763 . 545 . 3731 Fax: 763 . 525 . 3289

TO: Rochon Corporation
28 2nd St NW #200
Osseo, MN 55369

DATE: March 18, 2022

PROPOSAL REQUEST NO. 002

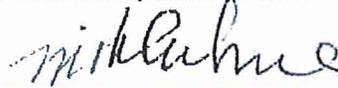
PROJECT: Minneapolis Schools – HALE School Kitchen – Lunchroom Upgrades
ATSR Project Number 20058

Please submit an itemized quotation, within two weeks, for changes in your work on the above project, as described herein, including any changes in time scheduling. Reference and attach a copy of this PR to your price quote. This is not a change order or authorization to proceed with this work.

Description: Electrical Revisions for Kitchen Hood

1. Refer to Sheet E600 of the Drawings:
 - a. Refer to Motor Schedule: Refer to motors EF-14 and MAU-1.
 1. Provide VFDs with disconnects for each motor. VFD's shall be MPS standard Allen-Bradley or ABB as indicated in specifications section 26 29 13. Locate VFDs in the ceiling above the kitchen hood.
2. Refer to Sheet MC001 of the Drawings:
 - a. Refer to Detail 3/MC001: Delete Captive Aire VFDs from the hood control panel. VFDs to be located as noted above. Extend VFD control wiring from hood panel to new VFD location.

ARMSTRONG, TORSETH, SKOLD & RYDEEN, INC.



Nick Achina

cc: Jeffrey Helstrom, MPS
Jack Braton - Rochon
Dan Moll, ATSR



**MIDWEST
ELECTRICAL
CONSTRUCTION**
COMMERCIAL & INDUSTRIAL WIRING

March 24, 2022

Jack Braton
Rochon Corporation
28 2nd St. NW #200
Osseo, MN 55369

Re: MPS Hale School Kitchen PR #002

Jack,

Our response to PR #002 includes an ABB 2 HP VFD for EF-14 and a 3 HP VFD for MAU-1.

Our price based on the above is:

Labor: 20 hours @ \$100.00 per hour:	\$2,000.00
Materials to include the VFD's:	\$3,490.00
Mark-up:	<u>\$549.00</u>
Total:	\$6,039.00

Total for the above is \$6,039.00.

Thank you.

Sincerely,


Brian Hunt

**Renewal Order Form
for SAP Cloud Services
SAP Reference No. 0221327824 (“Renewal Order Form”)**

Between

**SuccessFactors, Inc.
1 Tower Place, Suite 1100
South San Francisco, CA 94080
 (“SAP”)**

And

**Minneapolis Public Schools
1250 West Broadway Ave. / MINNEAPOLIS MN 55411-2533 Minnesota
 (“Customer”)**

1. RENEWAL ORDER FORM AND TABLE OF AGREEMENT

This Renewal Order Form is an offer by SAP. When signed and returned to SAP by Customer on or prior to the offer expiration date, it becomes a binding agreement for the SAP Cloud Service(s) listed in this Renewal Order Form and is effective on the date signed by Customer.

Offer Expiration Date : 06/30/2022

This Renewal Order Form is governed by and incorporates the following documents in effect as of the effective date of this Renewal Order Form. All documents are listed in order of precedence and collectively referred to as the “**Agreement**”. The Schedules below (collectively “**Schedules**”) amend and supersede any conflicting terms of the previously executed (i) General Terms and Conditions for Cloud Services or (ii) Subscription Agreement, whichever applies, which shall otherwise remain in full force and effect (“**GTC**”); and, if applicable, any product specific supplemental terms (“**Supplement**”) agreed upon in the Order Form (“**Initial Order Form**”) govern this Renewal Order Form.

All defined terms in the GTC used in this Renewal Order Form shall have the same meaning as set forth in the GTC.

Agreement	Location
Renewal Order Form	
Schedule A of this Renewal Order Form: Cloud Service Supplemental Terms and Conditions (“Supplement”);	http://www.sap.com/agreements-cloud-supplement
Schedule B of this Renewal Order Form: Support Policy for SAP Cloud Services	http://www.sap.com/agreements-cloud-support
Schedule C of this Renewal Order Form: Service Level Agreement for SAP Cloud Services (“SLA”)	http://www.sap.com/agreements-cloud-service-level-agreement
Schedule D of this Renewal Order Form: Data Processing Agreement for SAP Cloud Services	http://www.sap.com/agreements-cloud-data-processing

Schedule E of this Renewal Order Form: General Terms and Conditions for SAP Cloud Services ("GTC") or Subscription Agreement between Customer and SAP	https://www.sap.com/docs/download/agreements/general-terms-and-conditions/cls/general-terms-and-conditions-for-cloud-services-direct-united-states--canada-english-v2-2022.pdf
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Customer has had the opportunity to review the GTC and the incorporated documents prior to executing this Renewal Order Form. SAP recommends that Customer prints copies of these documents for Customer's records. All defined terms in the GTC used in this Renewal Order Form have the meaning stated in the GTC. All references in the Supplements to "Service" mean "Cloud Service", and to "Named Users" mean "Authorized Users."

2. CLOUD SERVICE ORDER.

2.1. The table shows the purchased Cloud Service, Usage Metrics and volume, Subscription Term, and fees.

Period 1 From 07/01/2022 To 06/30/2023

SAP Cloud Service	Usage Metric	Usage Metric Limitation **	Annual Fee	Product Start Date	Product End Date	Total Fee in USD
SAP PREFERRED SUCCESS HXM	% fee	1	33,195.84	07/01/2022	06/30/2023	33,195.84
SAP SFSF RECRUITING	Users	7,000	48,607.09	07/01/2022	06/30/2023	48,607.09
SAP SFSF ONBOARDING	Users	7,000	34,664.33	07/01/2022	06/30/2023	34,664.33
SAP SFSF PERFORMANCE & GOALS	Users	7,000	46,027.05	07/01/2022	06/30/2023	46,027.05
SAP SFSF LEARNING	Users	8,000	41,924.18	07/01/2022	06/30/2023	41,924.18

Total Net Fee (*)	204,418.49
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Period 2 From 07/01/2023 To 06/30/2024

SAP Cloud Service	Usage Metric	Usage Metric Limitation **	Annual Fee	Product Start Date	Product End Date	Total Fee in USD
SAP PREFERRED SUCCESS HXM	% fee	1	33,195.84	07/01/2023	06/30/2024	33,195.84
SAP SFSF RECRUITING	Users	7,000	48,607.09	07/01/2023	06/30/2024	48,607.09
SAP SFSF ONBOARDING	Users	7,000	34,664.33	07/01/2023	06/30/2024	34,664.33
SAP SFSF PERFORMANCE & GOALS	Users	7,000	46,027.05	07/01/2023	06/30/2024	46,027.05
SAP SFSF LEARNING	Users	8,000	41,924.18	07/01/2023	06/30/2024	41,924.18

Total Net Fee (*)	204,418.49
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Period 3 From 07/01/2024 To 06/30/2025

SAP Cloud Service	Usage Metric	Usage Metric Limitation **	Annual Fee	Product Start Date	Product End Date	Total Fee in USD
SAP PREFERRED SUCCESS HXM	% fee	1	33,195.84	07/01/2024	06/30/2025	33,195.84

SAP Cloud Service	Usage Metric	Usage Metric Limitation **	Annual Fee	Product Start Date	Product End Date	Total Fee in USD
SAP SFSF RECRUITING	Users	7,000	48,607.09	07/01/2024	06/30/2025	48,607.09
SAP SFSF ONBOARDING	Users	7,000	34,664.33	07/01/2024	06/30/2025	34,664.33
SAP SFSF PERFORMANCE & GOALS	Users	7,000	46,027.05	07/01/2024	06/30/2025	46,027.05
SAP SFSF LEARNING	Users	8,000	41,924.18	07/01/2024	06/30/2025	41,924.18
Total Net Fee (*)						204,418.49

(*) Plus applicable taxes

(**) Usage Metric Limitations stated above represent the maximum annual quantity of Usage Metrics over a 12 month period, except where the period between Product Start Date and Product End Date is less than one year. In that case the stated Usage Metric Limitation is the actual prorated amount.

2.2. Subscription Term.

Upon the expiration of the Subscription Term, this Order Form may only be renewed by agreement of SAP and Customer in the form of a renewal Order Form executed by the parties 30 days prior to the end date of this Order Form.

3. PAYMENT AND INVOICES

3.1. Fees and Invoicing.

Unless the Supplement or Initial Order Form state otherwise, fees for the Cloud Service(s) will be invoiced by SAP and paid by Customer annually in advance. SAP may provide invoices to an email address provided by Customer.

3.2. Payment.

Unless the Initial Order Form states otherwise, Customer will pay to SAP all fees due within thirty days of date of invoice. Unpaid fees will accrue interest at the maximum legal rate. Customer purchase orders are for administrative convenience and not a condition of payment. Payment is not dependent upon completion of any implementation or other services.

3.3. Fee Increases.

SAP may increase fees at the beginning of each renewal term. This increase will not exceed 3.3%. Not raising fees is not a waiver of SAP's right to do so. SAP may increase fees if Customer elects to reduce the Cloud Service, Usage Metrics or volume for any renewal term.

4. AUTHORIZED ADMINISTRATORS

Customer confirms the names assigned to the authorized roles are accurate and that the contacts below have been informed of the responsibility. Inaccuracy can result in delays outside of SAP control.

Main Contact

Scott Weber
 scott.weber@mpls.k12.mn.us

The Main Contact is the Customer contact for onboarding, who receives the confirmation that the order has been processed (which includes the confirmed Start Date). If current contact is inaccurate, please correct here:

Main Contact corrected name:

Main Contact corrected email:

Technical Administrator:

Scott Weber

scott.weber@mpls.k12.mn.us

The Technical Administrator is the main contact for technical and system related communications. If current contact is inaccurate, please correct here:

Technical Administrator corrected name:

Technical Administrator corrected email:

Please provide a Financial Contact - The Financial Contact acts as the main Customer contact for finance related communication including invoicing.

Customer Financial Contact name:

Customer Financial Contact email:

5. GTC DEVIATIONS

5.1. For purposes of this Order Form only, the first sentence of Section 13.10 of the GTC is hereby modified to read as follows:

"The Agreement and any claims (including any non-contractual claims) arising out of or in connection with this Agreement and its subject matter will be governed by and construed under the laws of the State of Minnesota."

5.2. For purposes of this Order form only, Section 13.11 of the GTC is hereby modified to read as follows:

"13.11. Jurisdiction and Mandatory Venue. The parties submit to the exclusive jurisdiction of the courts located in Minneapolis, Minnesota. The parties waive any objections to the venue or jurisdictions identified in this provision. The mandatory, sole and exclusive venue, place or forum for any disputes arising from the Agreement (including any dispute regarding the existence, validity or termination of the Agreement) shall be Minneapolis, Minnesota."

(SIGNATURE PAGE FOLLOWS)

Accepted By:

Minneapolis Public Schools

(Customer)

Name:

Title:

Date:

SPECIAL SCHOOL DISTRICT NO. 1
Board of Education

May 10, 2022

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

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

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

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

WHEREAS, When a nonpublic school elects to provide its own transportation, then Special School District No. 1 must provide ninety-five percent of funding it receives from the State of Minnesota to the nonpublic school and is allowed to hold five percent for administration purposes.

WHEREAS, Three nonpublic schools, including DeLaSalle High School, Minnehaha Academy, and Cristo Rey Jesuit School elected to provide their own transportation during the 2021-2022 school year.

DeLaSalle High School
379 students @ \$213.20 = \$80,802.80 less 5% administrative costs = \$76,762.66

Minnehaha Academy
267 students @ \$213.20 = \$ 56,924.40 less 5% administrative costs = \$ 54,078.18

Cristo Rey Jesuit School
216 students @ \$213.20 = \$ 46,051.20 less 5% administrative costs = \$ 43,748.64

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

NOW, THEREFORE BE IT HEREBY RESOLVED that the Board of Directors of Special School District No. 1 approves providing the Equal Treatment in Transporting Students funding owed to DeLaSalle High School in the amount of \$76,762.66; to Minnehaha Academy in the

SPECIAL SCHOOL DISTRICT NO. 1
Board of Education

amount of \$ 54,078.18; and Cristo Rey Jesuit School in the amount of \$ 43,748.64; for the 2021-2022 transportation of students.

Signed by:

Kim Ellison
Board of Education, Chair

Date

Nelson Inz
Board of Education, Clerk

Date

Weather Station Land Use Agreement

This Agreement is made this 1st day of May, 2022, by and between **County of Hennepin (the "County")**, on behalf of **Hennepin County Emergency Management, and Special School District No. 1 ("the District")**. This Agreement is mutually entered into and supersedes any other agreement, whether written or oral.

The **District** agrees to allow **Hennepin County Emergency Management** to install a Mesonet Weather station within a 40x40 foot footprint at the Victory Memorial Ice Arena located at 1900 N. 42nd Avenue, Minneapolis, MN 55412 ("Weather Station Area"), at no charge, for the purpose of monitoring atmospheric and soil conditions. The location of the Weather Station Area on the property is illustrated in the attached Exhibit A. This Agreement commences on the day and year first written above, and continues for a period of one year, and shall automatically renew for additional one-year terms until otherwise terminated. Either party may terminate this Agreement with seven day's written notice for any reason. If either party chooses to terminate this Agreement, the Agreement is considered completely terminated and **Hennepin County Emergency Management** will remove the Mesonet Weather Station as directed by the **District**.

The Weather Station Area shall be enclosed with a fence. One side of the Weather Station Area may use the existing fence in the southeast corner of the Weather Station Area, in which case **Hennepin County Emergency Management** shall provide and install matching fencing on the other three sides.

Hennepin County Emergency Management is responsible for any underground utilities that may be on the Weather Station Area. **Hennepin County Emergency Management** shall take all reasonable precautions to avoid damaging underground utilities during installation and maintenance of the Weather Station and fence. Any damage to the underground utilities during installation, use and maintenance of the Weather Station shall be repaired by **Hennepin County Emergency Management** at its sole cost.

Hennepin County Emergency Management agrees to maintain the area inside of the enclosed Mesonet weather station fence, in a reasonable manner at its sole cost. Maintenance includes timely and appropriate grass trimming. The **District** hereby permits **Hennepin County Emergency Management** reasonable access to the Weather Station Area over **District** property for the installation and maintenance of the weather station.

The County agrees to indemnify, defend and hold the **District** harmless from all claims for damages arising out of the installation, use and maintenance of the Mesonet Weather Station, including reasonable attorney's fees incurred by the **District**. Hennepin County represents to the **District** that the County is self-insured and is able to comply with the foregoing indemnification requirements. Nothing in this Agreement shall be deemed a waiver of the limitations on liability, defenses, exceptions to liability, and immunities set forth in Minnesota Statutes Chapter 466, or other applicable law, such limitations on liability, defenses, exceptions to liability, and immunities being expressly reserved. In order to protect itself under the indemnity provisions in this Agreement, Hennepin County will entertain such claims in an amount not more than Five Hundred Thousand Dollars (\$500,000.00) per claimant for death, bodily injury, personal injury, property loss and/or damages and One Million Five Hundred Thousand Dollars (\$1,500,000.00) for total personal injury, bodily injury, property loss and/or damages

arising from any one occurrence, or limits which may be subsequently established in Minnesota Statutes §466.04.

The **District** warrants that it has authority to undertake this Agreement. **Hennepin County Emergency Management** is solely responsible for adherence to any applicable zoning or other regulatory requirements for the installation and maintenance of the weather station. **Hennepin County Emergency Management** shall provide the **District** with a copy of all permits and zoning approvals obtained for the installation and maintenance of the weather station.

This Agreement becomes effective on the day and year first written above.

**COUNTY OF HENNEPIN
STATE OF MINNESOTA**

**MINNEAPOLIS PUBLIC SCHOOLS
SPECIAL SCHOOL DISTRICT NO. 1**



Apr 21, 2022

David J. Hough
County Administrator

Karen DeVet
Senior Operating Officer

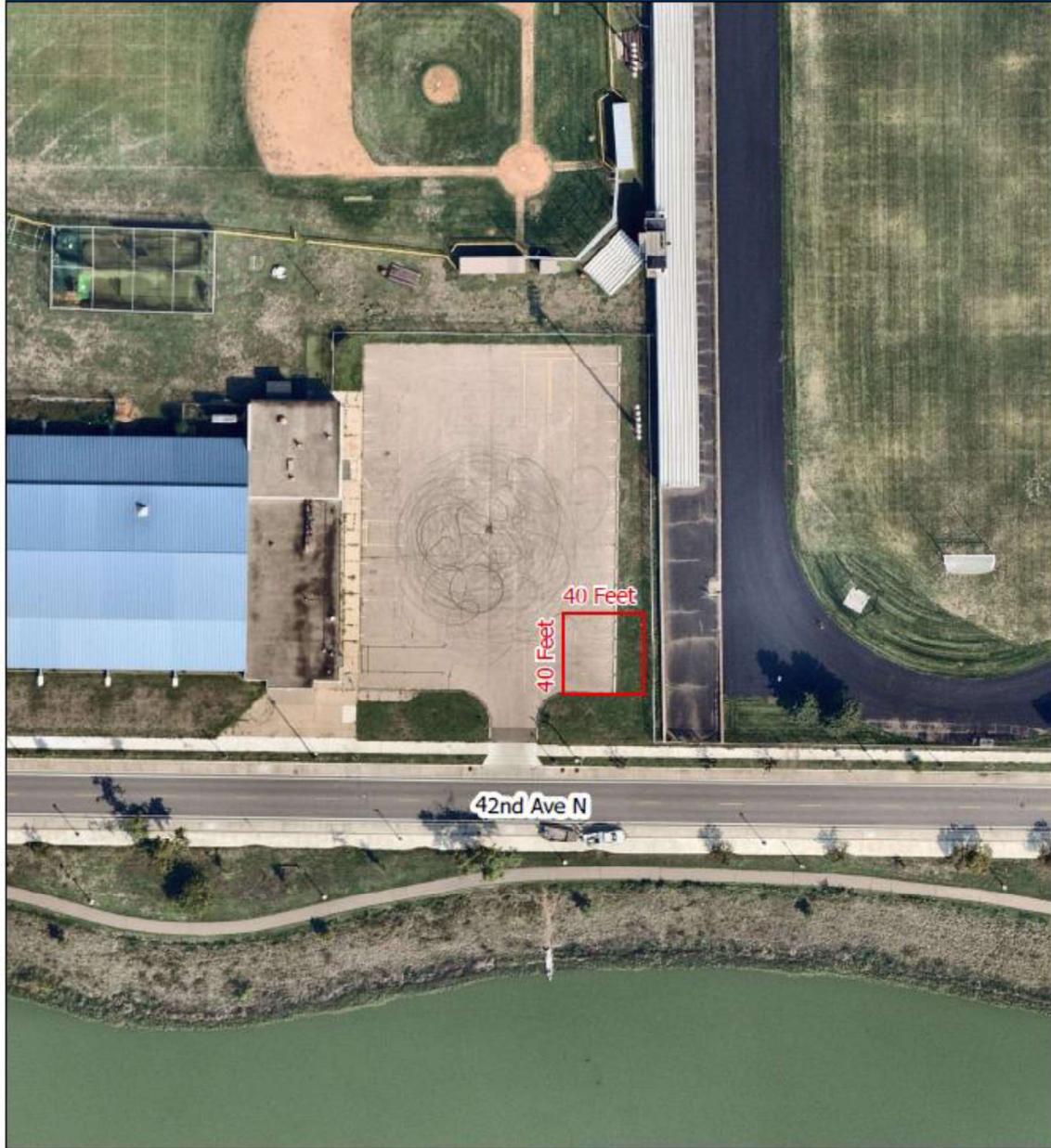
Reviewed by:



Exhibit A

The Property

Patrick Henry High School - Hennepin West Mesonet
Hennepin County Emergency Management



0 37.5 75 Feet

Publication date - 3/18/2022

Disclaimer: This map (i) is furnished "AS IS" with no representation as to completeness or accuracy; (ii) is furnished with no warranty of any kind; and (iii) is not suitable for legal, engineering or surveying purposes. Hennepin County shall not be liable for any damage, injury or loss resulting from this map.

Data source - Hennepin County Emergency Management





To: Minneapolis Board of Education
From: Ed Graff, Superintendent of Schools
Subject: Radon Testing Reports
Date: April 13, 2022

Cover Memo

Recommendation

The Board of Education accepts the radon testing reports that are posted on the Minneapolis Public Schools web site at [Radon Testing at Minneapolis Public Schools \(mpls.k12.mn.us\)](https://mpls.k12.mn.us) in accordance with Minnesota Statute 123B.571, Subd 3.

Background

Minnesota Statute 123B.571 encourages radon testing in school buildings serving students in kindergarten through grade 12. Environmental Health and Safety initiated the testing of rooms for radon in 2017. Radon testing has been completed for all schools and the reports have been submitted to the Minnesota Department of Health. Radon testing reports are available for review by the public on the MPS web site at [Radon Testing at Minneapolis Public Schools \(mpls.k12.mn.us\)](https://mpls.k12.mn.us)

Summary

During 2021/2022 school year, MPS tested 12 school buildings (Armatage/Barton/Folwell/ Hiawatha/ Howe/Keewaydin/Kenwood/Lake Harriet Upper//Longfellow/ Loring/Sanford/Sheridan). The radon levels at all locations were identified below the 4.0 pCi/L EPA standard.

Radon testing will continue at schools on a 5-year cycle. Each school will be tested every 5 years on a rotating schedule as provided in the Radon Safety Management Plan.

SPECIAL SCHOOL DISTRICT NO. 1
Board of Education

May 10, 2022

RESOLUTION REGARDING APPROVAL OF THE 2020-2023 COLLECTIVE BARGAINING AGREEMENT BETWEEN SPECIAL SCHOOL DISTRICT NO.1, AND SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 284

WHEREAS, Special School District No. 1 (District) and Service Employees International Union, Local 284 (Union) were parties to a collective bargaining agreement for the period of July 1, 2017, through June 30, 2020, and

WHEREAS, the collective bargaining agreement between the District and Union expired on June 30, 2020; and

WHEREAS, the District and Union engaged in collective bargaining negotiations, and reached a tentative agreement on a successor agreement through June 30, 2023; and

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

NOW, THEREFORE BE IT HEREBY RESOLVED, that the Board of Directors of Special School District No. 1 hereby approve the collective bargaining agreement between Special School District No. 1, and Service Employees International Union, Local 284, effective July 1, 2020 through June 30, 2023.

Signed by:

Kim Ellison
Board of Education Chair

Date

Nelson Inz
Board of Education Clerk

Date

SUMMARY OF TENTATIVE AGREEMENT

SPECIAL SCHOOL DISTRICT NO.1
and
SEIU, LOCAL 284 – FOOD SERVICE
2020-2023

May 10, 2022

Term: Three (3) years, July 1, 2020, through June 30, 2023

Pay:

Year 1 – 2020-2021:

- **Step progression** on the step schedule effective July 1, 2020, for all eligible employees
- **Salary Schedule:** \$1.00 added to each cell of the salary schedule
- **Longevity Adjustments.** Effective July 1, 2020, employees will qualify for the following amounts effective July 1st at the beginning of the year in which they will have completed the years of service listed below:

Years of service	Annual	Hourly
10-14	\$750	\$0.72
15-19	\$1000	\$0.96
20-24	\$1500	\$1.43
25+	\$2000	\$1.91

Year 2 – 2021-2022:

- **Step progression** effective July 1, 2021, for all eligible employees.
- **Salary Schedule:**
 - \$0.75 added to each cell of the salary schedule.
 - Eliminate steps 1 and 2 from the salary schedule.
- **\$2,000 lump sum payment** to all members currently in the bargaining unit payable up to 60 days after ratification by the Board of Education.

Year 3 – 2022-2023:

- **Step progression** effective July 1, 2022, for all eligible employees
- **One-time Wellness Recognition Pay** from accrued and available sick balances as of July 1, 2022, that are over 280 hours, will be paid out prior to the first paycheck for the 2022-23 school year:
 - Employees can elect to cash out 100% of accrued sick balance beyond 280 hours
 - Employees must have a balance of 280 accrued sick hours at the time of election to be eligible for the one-time cash out option
- **\$1,000 lump sum payment** payable by the end of the 2022-23 school year, but no later than the pay period covering June 30, 2023.

SUMMARY OF TENTATIVE AGREEMENT

Article 3.8.1, Probation:

The probation period for initial employment and reinstatement has been reduced from 130 days to 90 days.

Article 7, Holidays:

- Juneteenth has been added to the list of paid holidays
- Employees are entitled to one religious holiday if the holiday falls on a regularly schedule workday. This holiday is in addition to those already contractually designated as paid holidays.

Article 8.1, Vacation Accrual:

The timetable for vacation accrual increases has been reduced:

- Eleven days for the first ~~seven (7)~~ five (5) years of employment.
- Sixteen days beginning with the ~~eighth (8th)~~ six (6th) year of employment.
- Twenty-one days beginning with the ~~sixteenth (16th)~~ twelfth (12th) year of employment.
- Twenty-six days beginning with the ~~twenty-first (21st)~~ eighteenth (18th) year of employment.

Article 8.1.3, Use of Vacation

A new section, **Vacation Cash Out (Sell Back)**, has been added:

Effective, July 1, 2023 - Vacation Cash Out. Every employee of this bargaining unit shall have the option of selling back to the District up to ten (10) vacation days per fiscal year to be placed in their Minnesota Deferred Compensation ("457") or 403B plan.

Article 8.3.2, Critical Illness or Death

This section has been rewritten to include:

- Allotment of one extra day (from four days to five) for death or critical illness in the family.
- Clarifying language defining immediate and extended family members.
- Other housekeeping language

8.3.5, Personal Day

- Addition of one day, from 2 days to 3, for employees working 52 weeks per year.
- Addition other language clarifying use and limitations on personal leave.

Article 10.8, Annualized Pay Option

Employees will be allowed to annualize their pay over 26 periods, effective with the 2022-2023 school year.

Article 13, Posting Procedures

The period for posting vacancies has been extended from seven to ten days.

Article 16, Uniforms and Mileage

The annual shoe stipend has been increased from \$50 to \$100. For employees who work year-round (52 weeks per year), the stipend will be \$200.

Article 17, Insurance Benefits

- 17.4 – Basic life insurance coverage will be increased from \$20,000 to \$35, 000.

SUMMARY OF TENTATIVE AGREEMENT

- 17.6.2 – The District deferred compensation match will be increased from \$450 to \$650.
- 17.9 – Long-Term disability insurance has been added for all insurance-eligible employees.

Recruitment and Retention Incentive – Memorandum of Understanding

This memorandum of understanding provides for a \$500 lump sum payment for members who recruit positions the District designates as hard to fill.

Costs:

The three-year total package cost of the tentative agreement is \$4,158,000, which represents a 19.5% increase in annual costs spread over two years.

SPECIAL SCHOOL DISTRICT NO. 1
Board of Education

May 10, 2022

RESOLUTION REGARDING APPROVAL OF THE 2021-2023 COLLECTIVE BARGAINING AGREEMENT BETWEEN SPECIAL SCHOOL DISTRICT NO.1, AND MINNEAPOLIS FEDERATION OF EDUCATIONAL SUPPORT PROFESSIONALS, LOCAL 59.

WHEREAS, Special School District No. 1 (District) and Minneapolis Federation of Educational Support Professionals (Union) were parties to a collective bargaining agreement for the period of July 1, 2019, through June 30, 2021; and

WHEREAS, the collective bargaining agreement between the District and Union expired on June 30, 2021; and

WHEREAS, the District and Union engaged in collective bargaining negotiations, and reached a tentative agreement on a successor agreement through June 30, 2023; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Board of Directors of Special School District No. 1 hereby approve the collective bargaining agreement between Special School District No. 1, and Minneapolis Federation of Educational Support Professionals, effective July 1, 2021, through June 30, 2023.

Signed by:

Kim Ellison
Board of Education Chair

Date

Nelson Inz
Board of Education Clerk

Date

SUMMARY OF TENTATIVE AGREEMENT

<p style="text-align: center;">SPECIAL SCHOOL DISTRICT NO.1</p> <p style="text-align: center;">and</p> <p style="text-align: center;">MINNEAPOLIS FEDERATION OF EDUCATIONAL SUPPORT PROFESSIONALS, LOCAL 59</p> <p style="text-align: center;">2021-2023</p>
--

May 10, 2022

Term: Two (2) years, July 1, 2021, through June 30, 2023

Pay: **Year one:**

- Conversion of the wage scale from an individual schedule for each job classification to a schedule placing all job classifications into one of four (4) wage bands, effective July 1, 2021
- Varied increases for all classifications, ranging from \$1.00 to \$4.00 per hour.
- One-time \$3,000 bonus, to be paid on April 8, 2022
- Additional one-time \$1,000 bonus for employees with over ten (10) years of service as of November 1, 2021.
- No step movement due to conversion to new wage scale

Year two:

- Pay increase in accordance with new pay scale
- One-time \$3,000 bonus
- No step movement due to conversion to new wage scale

Summary:

- Hourly wage increases by 8.2% to 34.6% over two years
- The average hourly wage on July 1, 2022 will be \$26.45
 - 85% of current ESPs to \$23 per hour or more
 - Hourly wages of lowest paid ESPs from \$15.45 to \$18.00 per hour

Article 4 – Rights and Obligations of Employees

4.8 – Site-Based Meetings.

Establishes contractual language for all new Site-Based Meetings twice a year or more between union representatives and site administration to address site-specific issues.

4.9 – Anti-Bias Anti-Racist Staff Development Support Council.

This council will be created to establish initiatives for recruitment, retention, and development of educators of color and to improve districtwide climate and culture. The provision includes the hiring of two District mentors to provide support.

SUMMARY OF TENTATIVE AGREEMENT

Article 6.2.1 – Staff Development

The rate for members who facilitate Professional Development will increase as follows:

EA Staff Development Presenting/Prep (Site Based) – ~~\$22.42~~ Base rate of pay +\$2.50
Hourly Leadership Rate/Prep (District Wide) - - ~~\$27.52~~ Base rate of pay +\$2.50

Article 8 – Holidays. Juneteenth has been added as a paid holiday

Articles 10.3.3 and 11.3.1.c – Professional Development Hours

All hours worked above regularly assigned contractual hours on professional development days accrue vacation and sick time

Article 14.4 – Health Coverage.

- Domestic Partners are now eligible for dependent coverage.
- Couples Premium -
Re-establishes for only those who previously held the benefit that couples receive both family contributions towards health insurance effectively making family coverage free.

Article 14.6 – Life Insurance.

Coverage increases from \$35,000 to \$45,000, and additional optional life insurance increases from \$100,000 to \$250,000.

Article 14.9.5 – Deferred Compensation Match

Increases the Deferred Compensation match from \$425 to \$1,250 for employees participating in a deferred compensation plan, effective in 2023

Article 16.1.4, 17.4, and 19.2.1 – Seniority

Provides for increased ability for ESPs to work across classifications and retain seniority

Article 18.8 – Summer School Pay Rate

The pay rate for employees hired out of classification for the Summer School session will be the ~~first step of the classification for which they are hired~~ rate of pay closest to their current step without going under their current rate of pay.

Article 26.1 – Non-Discrimination.

Adds gender identity as a protected class. Also, “physical disability” is changed to “disability” in order to include both physical and mental disabilities.

Article 22 – Personal Injury/Property Benefits.

- Increases the personal property reimbursement amount from \$350 to \$750.
- Increases the vehicle damage reimbursement from \$500 to \$1,000
- Broadens the qualifying events for medical expenses and loss of time benefit beyond assault to include other conflicts and/or incident with an individual
- Includes provisions for reimbursement for accidents occurring while employee is using their personal vehicle for District business

SUMMARY OF TENTATIVE AGREEMENT

Memorandum of Agreement(s)

Additional Workdays for ESP

Provides all ESPs an option to work an additional five (5) hours per week, not to exceed a total of forty (40) hours per week, for the 2022-2023 school year. This MOA expires June 30, 2023.

Best Practices

Continues the current Best Practices MOA to include a provision for bi-annual site-based meetings, and includes "Due Process" as a topic for review and recommendations.

ESP/Teacher Collaboration

Adds four (4) additional required Professional Development days with pay for SY 23, two at the start of the school year and two aligned to mid-year Teacher PD days. This MOA expires June 30, 2023.

Sick Leave Pool Partial Amnesty

Allows increased opportunity for ESP members to join the Sick Leave Pool. This MOA will be in effect until June 30, 2023.

Fiscal Impact

The two-year total package cost of the tentative agreement is \$29,340,000, which represents a 22.7% increase in annual costs spread over two years.

SPECIAL SCHOOL DISTRICT NO. 1
Board of Education

May 10, 2022

Resolution

**Approval of the 2021-2023 Collective Bargaining Agreement Between
Special School District No.1
and
Minneapolis Federation of Teachers, Local 59, AFL-CIO, AFT, NEA**

WHEREAS, Special School District No. 1 (District) and Minneapolis Federation of Teachers (Union) were parties to a collective bargaining agreement for the period of July 1, 2019, through June 30, 2021, and

WHEREAS, the collective bargaining agreement between the District and Union expired on June 30, 2021; and

WHEREAS, the District and Union engaged in collective bargaining negotiations, and reached a tentative agreement on a successor agreement through June 30, 2023; and

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

NOW, THEREFORE BE IT HEREBY RESOLVED, that the Board of Directors of Special School District No. 1 hereby approve the collective bargaining agreement between Special School District No. 1, and Minneapolis Federation of Teachers, effective July 1, 2021 through June 30, 2023

Signed by:

Kim Ellison
Board of Education Chair

Date

Nelson Inz
Board of Education Clerk

Date

SUMMARY OF TENTATIVE AGREEMENT

SPECIAL SCHOOL DISTRICT NO.1
and
Minneapolis Federation of Teachers, Local 59, AFL-CIO, AFT, NEA
2021-2023

May 10, 2022

Term: Two (2) years, July 1, 2021, through June 30, 2023

Pay: Year 1:

- 2.0% general increase to salary schedule effective July 1, 2021
- Steps and Lanes, retroactive to July 1, 2021
- One-time bonus payment of \$4,000 for all members, paid April 8, 2022
- 5.0% increase for the following schedules, effective July 1, 2021
 - C Co-Curricular Pay Schedules
 - D Student Activities & Programs, Coaching, Coordinating
 - E Reserve Teachers
 - F Resident, Drivers Education, Mentors, Locker Managers, School Patrol Coordinators

Year 2:

- 3.0% general increase to salary schedule, effective July 1, 2022
- Steps and Lanes, effective July 1, 2022
- Reduction of one (1) non-student contact day prior to the 2022-2023 school year (from 196 to 195 duty days)

Schedules C1 and C2

MPS manages seasonal coaches who are not MFT members and not covered by the MFT contract. Any market increases or equity considerations/improvements will be applied to MFT member coach stipend. which will not be costed against MFT contract.

Article 3, Teacher Rights and Responsibilities

Creation of an Anti-Bias Anti Racist (ABAR) Staff Development and Support Council to establish initiatives for recruitment, retention, and development of educators of color and to improve districtwide climate and culture. Includes hiring of two District mentors to provide ABAR support.

Article 7. Basic Salaries, Rates of Pay, Other Assignments

Effective July 1, 2021

- **7.4.2 – Prior Experience.** Increase from ten (10) to twenty (20) years in the credit given for prior experience required for lane changes, as well as other changes.
- **7.4.10, Special Licenses/Certifications.** Credit of two lanes instead of one for Teachers and related service professionals who obtain certain special licenses/certifications

SUMMARY OF TENTATIVE AGREEMENT

- **7.4.11, Bilingual/Multilingual Recruitment and Retention Incentive.** The District will provide a \$500 recruitment bonus for bilingual/multilingual candidates and current staff for positions at schools with dual language or heritage language and cultural programming.

Article 11.3.1, Sick Leave

Teachers who work less than a 1.0 FTE will have their sick leave pro-rated in accordance with their FTE assignment. Allows sick leave for Teachers less than 0.5 FTE who were previously ineligible.

Article 12, Working Conditions:

12.4 General Education Class Size Caps:

- Class size caps are set forth in table below.
- Elementary caps do not apply to specialists.
- Secondary caps apply only to English, Math, Social Studies, and Science classes.
- If class sizes are exceeded, the District has options to address the situation, apart from hiring another teacher.

Class size agreement does not apply if 1) the District fails to renew the school referendum, 2) the District experiences substantial decrease in enrollment, or 3) the existence of other specified financial concerns of the District.

Grade Level	70% FRL and above	Below 70% FRL
Pre-Kindergarten +	20	20
Kindergarten +	22	27
1st & 2nd Grade +	22	28
3rd Grade +	25	34
4th Grade - 5th Grade +	30	36
6th Grade - 8th Grade*	40	42
9th Grade - 12th Grade*	40	44

+ *Class sizes at the elementary level do not include specialists*

* *Class sizes at secondary level are specific to English, Social Studies, and Math*

12.2.1 School Social Workers

- Every school will have a minimum 1.0 School Social Worker.
- A caseload ratio is set at 1:250 at the 10% of elementary and Pre-K-8 schools with the highest proportion of students who qualify for educational benefits.

Article 15, Protections for Educators of Color

To remedy the continuing effects of past discrimination by the District, allows members of populations underrepresented among licensed teachers to be retained during excessing, involuntary reassignment, layoff and recall outside of seniority order.

SUMMARY OF TENTATIVE AGREEMENT

Memorandum of Agreement(s)

Black Men Teach

Holds two vacancies at sites determined by the District for two Black Men Teach Fellows.
Memorandum of Agreement is effective through June 30, 2024.

COVID MOA

Because of the ongoing pandemic, this MOA provides detailed guidance for protecting the safety and health of students, families, communities, and staff.
This MOA is effective until August 15, 2022.

Magnet School Professional Development

Teachers at magnet schools will participate in up to five (5) additional duty days or equivalent time for professional development/collaboration beyond what is agreed to in the master bargaining agreement.
This MOA expires on June 30, 2024.

Nurses Longevity and Hiring Bonus

A bonus of \$1,000 will be paid to all Licensed School Nurses and LSN Coaches, with conditions as outlined in the Memorandum.
This MOA sunsets unless renegotiated prior to July 1, 2023

Caseloads for Effective Mental Health Teams Staffing

ESSER Federal funds will be used to provide for the following staffing levels:

- Additional 3.0 FTE licensed school counselors, divided into six (6) 0.5 FTE counselors assigned to 6 elementary schools in greatest need based on Free and Reduced Lunch status and HHM status.
- Every secondary school – a 1.0 FTE Licensed School Counselor,
- Every elementary school – a 0.5 FTE Licensed School Nurse
- Every secondary school over 250 students – a 1.0 FTE Licensed School Nurse
- Every secondary school under 250 students – a 0.5 FTE Licensed School Nurse
- Licensed School Psychologists shall be staffed at a capped ratio of 1:850

The above does not apply if the District is unable to fill a vacancy
This MOA will expire June 30, 2024 unless renegotiated by the two parties.

Caseloads for Special Education Teachers

- ESSER Federal funds will be used to provide for enforcement of the formula set forth by District School Board Policy 5701 for staffing Special Education Resource Teachers through the budget tie-out process.
- Due Process Time: If a Special Education Resource Teacher reaches a caseload of 23, an additional 55 minutes of due process time daily will be provided, unless daily due process time is already provided.

This MOA will expire June 30, 2024 unless renegotiated by the two parties.

SUMMARY OF TENTATIVE AGREEMENT

Specialist Staffing for Small Schools

ESSER Federal funds will invest \$500,000 in 2022-2023 and \$500,000 in 2023-24 to support specialist programming including Physical Education, Arts, Music, and Library Media at ten (10) elementary schools.

This MOA will expire on June 30, 2024

Interview & Select Process

This existing Memorandum is updated to incorporate several existing practices.

The MOA will expire on June 30, 2022

Fiscal Impact

The two-year total package cost of the tentative agreement is \$58,182,000, which represents a 13.0% increase in annual costs spread over two years.

SPECIAL SCHOOL DISTRICT NO. 1
Board of Education

May 10, 2022

RESOLUTION REGARDING APPROVAL OF THE 2021-2023 COLLECTIVE BARGAINING AGREEMENT BETWEEN SPECIAL SCHOOL DISTRICT NO.1, AND MINNEAPOLIS FEDERATION OF TEACHERS, LOCAL 59 - ADULT EDUCATION TEACHERS

WHEREAS, Special School District No. 1 (District) and Minneapolis Federation of Teachers, Local 59 - Adult Education Teachers (Union) were parties to a collective bargaining agreement for the period of July 1, 2019, through June 30, 2021, and

WHEREAS, the collective bargaining agreement between the District and Union expired on June 30, 2021; and

WHEREAS, the District and Union engaged in collective bargaining negotiations, and reached a tentative agreement on a successor agreement through June 30, 2023; and

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

NOW, THEREFORE BE IT HEREBY RESOLVED, that the Board of Directors of Special School District No. 1 hereby approves the collective bargaining agreement between Special School District No. 1, and Minneapolis Federation of Teachers, Local 59 - Adult Education Teachers, effective July 1, 2021, through June 30, 2023.

Signed by:

Kim Ellison
Board of Education Chair

Date

Nelson Inz
Board of Education Clerk

Date

SUMMARY OF TENTATIVE AGREEMENT

SPECIAL SCHOOL DISTRICT NO.1
and
MFT, Local 59
ADULT EDUCATION TEACHERS
2019-2021

May 10, 2022

Term: Two (2) years, July 1, 2021, through June 30, 2023

Pay: Year 1:

- Effective July 1, 2021, all Teachers on the Adult Education salary schedule will move three steps.
- Steps one and two of the salary schedule will be eliminated
- One-time bonus payment of \$4,000 for all members, paid April 8, 2022
- Schedule E: Hourly and Staff Development Rates.
Effective July 1, 2021, the Hourly Flat Rate will increase from \$29.00 to \$35.00.

Year 2:

- Effective July 1, 2022, all Teachers on the Adult Education salary schedule will move one step.

Future Wages and Benefits. Future negotiated wages and benefits will be the same percentage as K-12 Teachers

Costs:

The two-year total package cost of the tentative agreement is \$875,000, which represents a 14.1% increase in annual costs spread over two years.

SPECIAL SCHOOL DISTRICT NO. 1
Board of Education

May 10, 2022

RESOLUTION REGARDING APPROVAL OF THE 2021-2023 COLLECTIVE BARGAINING AGREEMENT BETWEEN SPECIAL SCHOOL DISTRICT NO.1, AND MINNEAPOLIS PRINCIPALS FORUM

WHEREAS, Special School District No. 1 (District) and Minneapolis Principals Forum (Union) were parties to a collective bargaining agreement for the period of July 1, 2019, through June 30, 2021, and

WHEREAS, the collective bargaining agreement between the District and Union expired on June 30, 2021; and

WHEREAS, the District and Union engaged in collective bargaining negotiations, and reached a tentative agreement on a successor agreement through June 30, 2023; and

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

NOW, THEREFORE BE IT HEREBY RESOLVED, that the Board of Directors of Special School District No. 1 hereby approves the collective bargaining agreement between Special School District No. 1, and Minneapolis Principals Forum, effective July 1, 2021, through June 30, 2023.

Signed by:

Kim Ellison
Board of Education Chair

Date

Nelson Inz
Board of Education Clerk

Date

SUMMARY OF TENTATIVE AGREEMENT

SPECIAL SCHOOL DISTRICT NO.1

and

MINNEAPOLIS PRINCIPALS FORUM

2021-2023

Term: Two (2) years, July 1, 2021, through June 30, 2023

Salaries:

- **Step Increases:** Steps will be effective on July 1, 2021 and July 1, 2022.
- **Year 1:**
 - **Salary Schedule:**
 - Effective July 1, 2021, 2.5% increase to the salary schedule.
 - Effective July 1, 2021, additional 1.0% increase to the salary schedule for the following categories:
 - Principal – High School
 - Principal – Middle School
 - Principal – Elementary School
 - Assistant Principal – High School
- **Year 2:**
 - **Salary Schedule:**
 - Effective July 1, 2022, 2.5% increase to the salary schedule.
 - Effective July 1, 2022, additional 1.0% increase to the salary schedule for the following categories:
 - Principal – High School
 - Principal – Middle School
 - Principal – Elementary School
 - Assistant Principal – High School
 - \$4,000 lump payment for all members.

Article 9.2.4 – Insurance Eligibility. Domestic partners will be included for employees in the enhanced plan.

Article 9.9.4 – Deferred Compensation. Effective January 1, 2023, the District will increase the annual matching amount from \$1,500 to \$1,750.

Article 10.2 and 11.4 – Holidays. Juneteenth has been added as a tenth paid holiday.

Article 10.3.4 – Severance Pay Plan.

Adjustments have been made in the dates for notification of separation as applicable to the amount of payout.

A 25% reduction in severance payout has been added for Principals who retire on any date other than June 30th, except under exigent circumstances.

Article 10.6.4 – Professional Development Allowance

Addition of the following provision:

For SY23, Principals may carry forward additional unused funds from the previous year not to exceed \$4,200. Book orders for SY23 are limited to \$500 per year.

Article 11.5 – Daily Rate. Calculation of the daily rate has been changed: rate will be the annual wage divided by ~~227~~220.

Financial Impact:

The two-year total package cost of the tentative agreement is \$3,303,000, which represents a 10.0% increase in annual costs spread over two years.

SPECIAL SCHOOL DISTRICT NO. 1
Board of Education

May 10, 2022

RESOLUTION REGARDING APPROVAL OF THE 2021-2024 COLLECTIVE BARGAINING AGREEMENT BETWEEN SPECIAL SCHOOL DISTRICT NO.1, AND MINNESOTA TEAMSTERS PUBLIC LAW ENFORCEMENT EMPLOYEES, LOCAL 320 (GROUNDS EMPLOYEES)

WHEREAS, Special School District No. 1 (District) and Minnesota Teamsters Public Law Enforcement Employees, Local 320 (Union), representing Grounds employees, were parties to a collective bargaining agreement for the period of July 1, 2019, through June 30, 2021, and

WHEREAS, the collective bargaining agreement between the District and Union expired on June 30, 2021; and

WHEREAS, the District and Union engaged in collective bargaining negotiations, and reached a tentative agreement on a successor agreement through June 30, 2024; and

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

NOW, THEREFORE BE IT HEREBY RESOLVED, that the Board of Directors of Special School District No. 1 hereby approve the collective bargaining agreement between Special School District No. 1, and Minnesota Teamsters Public Law Enforcement Employees, Local 320, effective July 1, 2021, through June 30, 2024.

Signed by:

Kim Ellison
Board of Education Chair

Date

Nelson Inz
Board of Education Clerk

Date

SUMMARY OF TENTATIVE AGREEMENT

<p style="text-align: center;">SPECIAL SCHOOL DISTRICT NO.1</p> <p style="text-align: center;">and</p> <p style="text-align: center;">TEAMSTERS, Local 320 - Grounds</p> <p style="text-align: center;">2021-2024</p>
--

May 10, 2022

Term: Three (3) years, July 1, 2021 through June 30, 2024

Pay: Wages:

2021-2022:

- Automatic salary progression on the step schedule effective July 1, 2021, for all eligible employees.
- 3% COLA to all cells on every salary schedule effective July 1, 2021.
- \$1.25/hr increase to Fleet Maintenance Foreman base hourly rate:

2022-2023:

- Automatic salary progression on the step schedule effective July 1, 2022 for all eligible employees.
- 3% COLA to the wage schedule effective July 1, 2022.

2023-2024:

- Automatic salary progression on the step schedule effective July 1, 2023 for all eligible employees
- 2% COLA to all wage schedules effective July 1, 2023.
- \$0.50 increase to all cells in each salary schedule

1. Article 11 – Salaries

Effective July 1, 2021 employees holding the following licensures will receive an annual stipend:

Licensure stipend:

- DOT Inspector: An annual stipend of \$1,000 shall be given to those holding the license
- Underground Storage Tank Inspector: An annual stipend shall be given for holding license as follows.
 - Level A – Record Keeping: \$1,000
 - Level B – Inspection: \$1,000

2. Article 5 – Management Obligations

Effective July 1, 2022:

5.4.7c –Uniforms: The District will increase the contribution from \$235 to \$300 per year.

5.4.7d – Safety Shoes: The District will increase the contribution from \$300 to \$350 per year.

3. Article 15 – Deferred Compensation

Effective January 1, 2022 - The District will increase the annual match payment to deferred compensation to \$1,200.

Fiscal Impact:

The three-year total package cost of the tentative agreement is \$392,000, which represents a 12.6% increase in annual costs spread over three years.

SPECIAL SCHOOL DISTRICT NO. 1
Board of Education

May 10, 2022

**RESOLUTION REGARDING APPROVAL OF THE 2022-2024 NON-REPRESENTED EMPLOYEE
COMPENSATION PLAN**

WHEREAS, Board Policy No. 2405, Employee Compensation, relates to general principles and policies for employee compensation; and

WHEREAS, certain employees are not represented by collective bargaining and Policy No. 2405, II, B, gives the Superintendent the authority to propose changes to the non-represented compensation plan as needed for approval by the Board; and

WHEREAS, the policy sets a two (2) year limit on the duration of any plan, and it has been two (2) years since the effective date of the last update of the plan.

NOW, THEREFORE BE IT HEREBY RESOLVED, that the Board of Directors of Special School District No. 1 hereby approve the 2022-2024 Non-Represented Employee Compensation Plan.

Signed by:

Kim Ellison
Board of Education Chair

Date

Nelson Inz
Board of Education Clerk

Date



Non-Represented Employee COMPENSATION & BENEFITS PLAN

JULY 1, 2022 – June 30, 2024

Introduction

This Compensation and Benefits Plan (“the Plan”) establishes the compensation and benefits for employees of Special School District No. 1, Minneapolis Public Schools (“the District”), who are in positions in the District’s Non-Represented Group that are not covered by a collective bargaining agreement (“employees”). This Plan provides coverage from July 1, 2022 through June 30, 2024, subject to approval by the Board of Education.

Important Note Regarding At-Will Employment: Participation in this Plan does not constitute a contract of employment and shall not affect the right of the District to discharge, transfer or change the position of an employee for any reason. The employment of any person participating in the Plan may be terminated at any time (subject to the 45-day notice provision set forth on page 13), and no promise or representation is made regarding continued employment because of participation in the Plan.

The Superintendent has the discretion to provide individual contracts to certain named job classifications within this non-represented employee plan

Compensation Philosophy

We recognize that student learning and academic achievement are at the center of all that we do and that high standards and high expectations of all employees is essential to achieving academic excellence for all students. Effective employees are essential for academic achievement and we commit to having and supporting the highest quality staff, which means our employees are recognized and rewarded appropriately for their contributions. In order to support the district’s top priorities, employee compensation must be externally competitive and internally equitable within the boundaries of financial feasibility.

To ensure that our resources are used efficiently and effectively, we support a compensation system that is equitable, competitive and fiscally responsible:

Equitable

- Salaries for new employees should be established at levels that recognize the individual’s skills and experience while considering the salary levels of current employees within the same job title.
- We will balance internal equity while recognizing the need for market competitiveness.
- We must ensure internal equity by paying employees similarly for comparable work within the parameters of discipline, function, and individual effectiveness.
- MPS determines individual employees’ compensation reflective of exceptional performance and outcomes as documented in performance reviews.

Competitive

- In order to support the district's strategic plan, Minneapolis Public Schools must maintain a compensation program aimed at attracting, retaining and rewarding a highly qualified and diverse workforce.
- We must strive to maintain a competitive position in the job market by setting salaries and benefits at levels competitive with other comparable positions, fields and companies in our various labor markets.
- Minneapolis Public Schools will occasionally exceed established total compensation in order to attract and maintain quality staff in areas of need.
- In order to continue attracting and retaining highly skilled and effective employees, we must provide opportunities for growth and career development.

Fiscally responsible

- The needs of our students require financial resources in addition to the support of our staff; therefore, the district must consider market variations, its fiscal status and the core beliefs of the Board of Education when determining employee compensation and our positions in labor negotiations.
- We strive to provide employees with a competitive total compensation package. That includes salary and benefits fiscally responsible for the school district and in compliance with all applicable rules and laws, incorporating market variations, relevant labor markets, pay and benefits.

The Minneapolis Public Schools will review the total compensation plan periodically to assess market competitiveness and effectiveness.

Adopted by MPS Board of Education July 12, 2016

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Compensation Plan

Salary Grades and Ranges

MPS has established a pay structure for Non-Represented classifications based upon pay grades with corresponding salary ranges. Pay grades represent the different levels of work being performed among Non-Represented classifications at MPS. Each pay grade has a corresponding salary range that is identified by a minimum, midpoint and maximum salary rate. Salary ranges may be adjusted periodically to maintain competitiveness with other employers in the relevant comparison groups and labor markets. MPS determines its comparison groups, or designated labor markets, based upon the market(s) in which it competes to attract and retain talent.

The Total Compensation Division will review labor market movement on a regular basis using published and professionally reliable sources to ensure continued competitiveness and adherence to the MPS Compensation Philosophy. Appropriate modification to the salary structure will be recommended based upon this analysis.

Job Classification

The Total Compensation Division maintains classification descriptions for all jobs at MPS. Job descriptions are used for recruitment and selection of staff, defining career growth opportunities, determining appropriate rates of pay, developing performance expectations or standards, and compliance with various laws and statutes.

There are three (3) reasons a Department Head may request a position audit:

- a) Creation of a new position
- b) Filing a vacant position
- c) Re-evaluation of an existing position

A Department Head who determines that new positions will be created, or that existing positions require examination, will submit a properly completed Position Analysis Questionnaire (PAQ) form for the position and submit to Total Compensation Division for review and consultation. Department Head seeking to open new positions must await the result of the audit prior to beginning the search and selection process.

When a position is vacated, a Department Head may wish to have the position re-evaluated in light of any changes they may choose to execute in the duties and responsibilities of the position. If changes are made, the Department Head will follow the process described in the above section.

Fair Labor Standards Act (FLSA)

The Fair Labor Standards Act (FLSA) regulates minimum wage and overtime pay standards. It requires MPS to pay those jobs that are “exempt” from the FLSA on a salary basis and those employees do not receive overtime pay.

It is the policy of MPS to fully comply with the provisions of the FLSA. In keeping with this commitment, MPS will pay Non-Represented employees their full salary for any workweek in which they perform work, regardless of the number of hours worked, subject only to deductions that are permitted by law. Full and partial day deductions that are permitted by law include, for example, deductions for paid leave or intermittent leave under the Family Medical Leave Act.

The process around paid leave use and reporting is at the discretion of the department, given the following parameters:

- Paid leave is to be scheduled at a time agreed upon in advance by the responsible supervisor and the employee.
- The process must assure that the paid leave is reported by work weeks and whole and half day increments (e.g., 2 weeks, 1 week and 2.5 days, .5 days), as appropriate.
- The employee is instructed to report paid leave when possible in advance of when PTO leave is taken, or immediately following use, with the understanding that to delay reporting could negatively impact accrual of days.
- It is imperative that appropriate leave entry of paid leave use into the Employee Self Service (ESS) System be handled on a timely basis so as not to disadvantage employees with an inaccurate record of their balance. It is the employee’s responsibility to ensure proper and timely reporting.
- Failure to record paid leave time usage will subject the employee to progressive discipline.

It is further the policy of MPS to promptly investigate and correct any payroll deductions or other payroll practices that do not comply with the FLSA. If a Non-Represented employee believes that an improper payroll practice – such as an improper deduction from their salary – has occurred, he/she may make a complaint to MPS’s Human Resources Department. The Total Compensation Director will see that the matter is appropriately reviewed; the employee will be reimbursed for the amount of any inappropriate action taken.

Compensation Actions

The salary for each employee covered by this COMPENSATION AND BENEFITS PLAN will be established and adjusted at the discretion of the Superintendent in accordance with the District's Classification and Compensation process administered by the Total Compensation Division.

Annual adjustments to salary may be made at the discretion of the Superintendent as per this Plan or through a process administered as a part of the Classification and Compensation process.

Salary Increases

Annual salary increases shall be performance-based and link employee compensation to performance. Therefore, employee pay is differentiated by performance. The aim of this strategy is to encourage higher levels of performance and productivity and ultimately organizational effectiveness.

Each year, the Superintendent and Senior Financial Officer (SFO) shall determine financial parameters, if any, relating to salary enhancements for Non-Represented employees. If pay enhancements are approved in any given year, they shall include one (1) or both of the following:

- 1) Increase to Base Salary – A percentage of the salary increase budget may be allotted for increases to employee base salaries. The amount of increase can be a flat dollar amount, a percentage of the midpoint of each pay range, or some other amount at the discretion of the Superintendent.
- 2) Performance Stipend – A portion of the salary increase budget may be used to create a pool that is distributed in accordance with employee performance. The award is determined as a percentage of the midpoint rate of the employee's pay grade and awarded as a lump-sum stipend.

Setting Hiring Rates for New Employees

In determining the starting rate of pay, consideration is given to:

- a) The candidate's directly related job experience.
- b) Competitive labor market rates for individuals with comparable knowledge, skills, and experience.
- c) Recruitment and retention difficulty, to include the size of the qualified applicant pool and the duration of the recruitment process.
- d) Comparisons with other employees performing similar work in the unit, department or across the District. (Normally, the salary of a new employee should be no higher than the salaries of current staff in comparable positions with similar levels of experience and skills).
- e) Budget/funding availability.

The Hiring Official meets with their HR Consultant to review and assess the factors cited for the starting salary proposal. The Hiring Official will need to obtain pre-approval from their Department Head AND SFO/Superintendent for any starting salary request above the midpoint of the range for the classification based on factors 1.a-d above.

Promotions

A promotion is defined as the change on an employee's position to another position that has a higher salary range midpoint.

Any increase to base salary is effective on the beginning of the pay period following the promotion/upward reclassification.

The starting salary for an employee who is promoted shall be based on the same factors considered in hiring a new employee from outside the District. Typically, a promotional appointment from one exempt position to another will result in a minimum of a 5% increase in base salary placement. The amount of increase is at the discretion of the Superintendent.

The starting salary of an employee who is promoted will not be less than the minimum rate for the range assigned to the new position.

Demotions

A Demotion is defined as the movement of an employee from one position to another that has a lower salary range midpoint.

Upon demotion, an employee's base salary will be established based upon:

- a) The employee's directly related job experience.
- b) Comparison of proposed salary with salaries of other employee's performing similar work.
- c) Reasons for the demotion (restructuring versus poor performance in higher position, etc.).

The employee's salary will not be placed higher than the salary range maximum rate for the classification to which the employee is being demoted and will typically result in a minimum of a five (5)% reduction in the employee's current base salary rate. Exceptions to this may be made at the discretion of the Superintendent or their designee.

Market Equity Adjustments

A market equity adjustment occurs when the Total Compensation Division determines that a job is either under- or over-compensated in relation to comparable jobs in the relevant competitive labor market.

A market equity adjustment is used to address salary inequities arising from external pressure in high demand fields or concerns related to the retention of key talent. These types of pay increases are not granted to reward individual performance.

The Total Compensation Division will conduct a market analysis and forward to the Superintendent and SFO by February of the calendar year. MPS may budget an annual pool to address market inequities based upon the report, areas of strategic importance, and available financial resources.

Every year after performance based increases have been awarded, the Total Compensation staff will recommend market equity increases based upon market analysis and available funding.

The Superintendent or their designee will review the analyses and approve increases at their discretion to address market inequities.

Total Compensation staff and the appropriate Human Resources Consultant will meet with Department Head to inform them of increases in their area of jurisdiction. Letters will be delivered to affected employees informing them of the increase.

The SFO will receive a summary of those increases for budget adjustment purposes.

All increases to base pay will be made effective on the pay period following the award of annual base salary increases.

Internal Equity Adjustments

An internal equity adjustment may be granted under unusual circumstances and is typically based on a serious salary inequity.

A salary inequity exists when an employee's salary is significantly below that of employees in the same classification in that unit/department who possess similar levels of performance, skills, knowledge, and job assignments.

Examples of situations which may indicate a salary inequity with other employees in the same classification include:

- a) The salary of a long-term employee is low relative to a new hire whose salary is highly market-driven.
- b) There is significant salary compression between a supervisor and their direct reports.
- c) Market factors influencing recruitment and retention.

The HR Consultant will review and assess the factors cited for the salary issue. The HR Consultant will obtain relevant data from the Total Compensation Division to examine the appropriateness of the request. If a Department Head feels there is an internal inequity in their department, they should contact the Total Compensation Director for a review.

The Total Compensation Director or designee will confer with the Department Head and recommend remediation steps towards addressing the discrepancy.

The Department Head will consult with Finance to ensure availability of funds.

The Department Head will obtain approval from the Superintendent or their designee.

Acting Pay

Employees assigned to a vacant Non-Represented position on an interim basis will be paid, in addition to their base salary, a five (5)% salary enhancement paid through bi-weekly paychecks. The exact amount shall be at the discretion of the Superintendent. An acting assignment must be reviewed after six (6) months by the Superintendent or their designee to determine whether the assignment will continue. Unless notified otherwise, acting pay is terminated the day before the start date that the position is filled.

Notice of Termination

Either the employee or the District may terminate employment for any reason upon forty-five (45) days of written notice to the other party.

Performance Assessment & Management

The Minneapolis School District values excellence in its services to the public. It is committed to creating and maintaining an environment that emphasizes the importance of relating work performance to its mission.

Performance assessment is a vital component of the supervisor-employee relationship. It is an ongoing process of performance planning, management and improvement and represents the culmination of the past year's discussions between the employee and their supervisor in regard to the employee's performance.

Performance management is a continuous process that begins immediately following the initial hiring process and continues through their employment with MPS. It is through performance management that the employee and their supervisor gain a shared understanding of job expectations.

The foundation of an effective performance assessment and management process is frequent and timely communication. It is expected that supervisors will inform their employees of job requirements and expectations and the manner in which the employees' performance will be evaluated. Employees are entitled to a thoughtful and timely performance assessment. Its success depends upon the willingness of supervisors to complete a constructive and objective assessment and upon the willingness of employees to respond favorably to constructive feedback and, when needed, to improve their performance.

Performance Process

1. Employees are evaluated in writing a minimum of once annually, with the assessment occurring during June of the performance year in question.
2. The performance assessment is based upon a fiscal year (July to June).
3. Approximately two (2) weeks prior to the performance assessment meeting with the supervisor, the employee will complete a self-assessment form.
4. The supervisor will meet with the employee to discuss the past year's performance based upon the goals and objectives established at the beginning of the year. The supervisor will have a completed an electronic copy of the performance assessment form, the employee's self-assessment and a copy of the employee's current job description.

5. The supervisor will make any changes necessary to the performance assessment form based upon the feedback received in the assessment meeting. The employee's comments (if any) will be incorporated into the appropriate section of the form.
6. The supervisor will meet with the Department Head to discuss the assessment of the employee's performance and make any changes as necessary.
7. The supervisor will meet with the employee to discuss the changes (if any) to the finalized performance assessment, the final rating determination, the goals and objectives for the next assessment period and acquire the employee's acknowledgement on the appropriate form. The employee will be provided an electronic copy of the finalized performance assessment form.
8. The supervisor will submit any recommended changes to the job description, if any, to the Total Compensation Division for review.

Disagreements occasionally arise over the written performance assessment. In the event that an employee disagrees with any part of the written assessment, he/she may attach a supplemental explanatory response. The response will become a part of the official record. If the employee believes that the performance assessment is not factually accurate, he/she may request a review by the Superintendent or their designee.

Performance Based Pay Increases

Pay for Performance

Increases to salary shall be governed by in accordance with the Compensation Actions section of this compensation plan, and any increases to salary shall be based upon performance. For purposes of salary determination, performance information on each employee will be reviewed. Directors/Managers will evaluate how well the employee is meeting performance expectations established for the employee and the position in accordance with the Performance Assessment & Management section of this compensation plan.

In this Non-Represented Plan, all pay increases are based the employee’s documented level of performance. The compensation philosophy is that in general a higher performance rating would result in a higher pay increase within the salary range. Non-Represented employees should not expect general cost-of-living or across-the-board pay adjustments.

The table below illustrates a *hypothetical* merit award matrix based upon a 2% performance budget:

Performance Category	Base Salary as % of Range Midpoint Rate (Compa-Ratio)*		
	<0.85%	0.85% - 1.15%	>1.15%
Exceeds Expectations	2%	1.5% - 3.5%	1% - 3%
Meets Expectations	1% - 3%	.5% - 2.5%	0% - 2%
Partially Meets Expectations	0% - 1%	0% - .5%	0% - 0%
Did Not Meet Expectations	0% - 0%	0% - 0%	0% - 0%

*Compa-Ratio = Employee salary divided by salary range midpoint rate.

Note that the percentages in this case are hypothetical. The important point is that the percentages would be based on the level of performance of the employee as documented by the Department Director in the Performance Assessment tool and on the employee’s position in the pay range. High performance should be rewarded more than lower performance and people should move through the range faster in the beginning and slower after the midpoint.

The allocation of funds made available for pay enhancements is determined by the Superintendent and SFO, and will be communicated to all Department Directors. If pay enhancements are approved and funded, each Department shall receive an appropriate allocation for pay enhancements consistent with these guidelines.

A pay enhancement will not be awarded to an employee for whom the Human Resources Department has not received a performance assessment form from the supervisor of that employee. Neither shall the supervisor of that employee receive a pay enhancement until all their reviews are completed.

Employees hired after March 1st are not eligible for a pay enhancement during the fiscal year in which they were hired. Pay enhancements will be awarded based on the overall merit pool assigned to that department.

Department Directors shall submit pay enhancement recommendations to their respective direct report for review and approval. The Superintendent and SFO shall forward their approved increase spreadsheets to the Executive Director of Human Resources Operations no later than July 31st. Employees will be notified of the approved pay enhancement prior to September 1st.

Benefits Plan

MPS Non-Represented employees will receive the following benefits:

- Health, Dental and Vision insurance.
- Long Term Disability insurance
- Dependent care expense accounts
- Tax-Deferred Savings Plans
- Vacation Leave
- Sick Leave
- Holidays
- Life Insurance
- Flexible Spending Accounts
- Healthcare Savings Accounts
- Mileage Allowance
- Miscellaneous Leave
- Professional Memberships
- Retiree Insurance

The following benefits are provided as established by this plan:

Health, Dental and Vision Insurance

Health Insurance

The District shall contribute toward a portion of the premium for health insurance for the 2022-2024 Plans under the terms of the policies of insurance carried by the District for employees. The employee must enroll to receive health plan coverage. Employees may enroll in either employee only, employee+1 or family coverage.

Dental Insurance

The District shall contribute toward a portion of the premium for dental insurance for the 2022-2024 Plans under the terms of the policies of insurance carried by the District for employees. The employee must enroll to receive dental plan coverage. Employees may enroll in employee only, employee+1, or family coverage.

Vision Insurance

The Employee shall pay all premiums for vision insurance for the 2022-2024 Plans under the terms of the policies of insurance carried by the District for employees. The employee must enroll to receive vision plan coverage. Employees may enroll in either employee only or family coverage.

Short-Term Disability Insurance

The Short-term Disability (STD) policy is provided by MPS at no cost to Non-Represented employees. To be considered for STD benefits, Non-Represented employees who are absent from work after seven (7) consecutive calendar days to sixty (60) consecutive calendar days due to illness or injury must submit a medical provider's statement to MPS's Benefits Office in the Total Compensation Division that includes the following information:

- Confirmation that the employee is under the care of a medical provider.
- Diagnosis and nature of care being provided.
- Date of onset of illness or injury.
- Dates that the employee was seen for the current condition.
- Whether or not the employee is totally disabled and incapable of working.
- Expected date of return to work, if known.

Periodic updates from the medical provider may be required.

The decision as to whether STD benefits will be granted is within the sole discretion of MPS. To begin receiving STD benefits, the Non-Represented employee must be considered totally disabled. If the request for STD benefits is denied, Non-Represented employees may request to be paid by using accrued sick leave. Non-Represented employees may also request an unpaid leave of absence.

STD provides an employee with the following payment schedule for a maximum of sixty (60) days:

1 – 30 days = 100% of base salary

31 – 90 days = 80% of base salary

STD benefits will not be paid if the illness or injury is sustained as a result of employment outside of MPS.

Non-Represented employees approved to receive STD benefits do not accrue Vacation or Sick leave and do not receive salary increases until they return to work.

Refer to the STD Summary Plan Document for more information.

Long Term Disability Insurance

MPS will provide long-term disability insurance coverage for Non-Represented employees. Such insurance coverage shall provide payment of two-thirds of base salary at the time the disability began after a ninety (90) day waiting period (consecutive calendar days) and upon meeting such other qualifications as may be required by the insurance carrier.

Employees agree to submit to such periodic physical and mental examination as may be required from time to time by the Benefits Office to substantiate receipt of benefits under the policy. Failure to submit to such examinations when requested may result in the termination of such disability payments.

Life Insurance

MPS shall provide employees with basic group life insurance coverage in the amount of one hundred fifty thousand and no/100 dollars (\$150,000.00).

In addition, optional life insurance in an amount up to an additional one hundred thousand and no/100 dollars (\$100,000) may be purchased at the employees' own expense, in increments of ten thousand and no/100 dollars (\$10,000) and under such conditions specified by the carrier by paying the premium as calculated by the carrier for such additional coverage provided the carrier agrees to underwrite added coverage.

NOTE: Internal Revenue Service (IRS) regulations an employee to pay a tax on the value of the Employee Term Life Insurance in excess of \$50,000. This value is a calculation determined by IRS regulations and is automatically added to your paycheck so that you can be taxed appropriately. This is referred to by the IRS as "Imputed Income." You can obtain the taxable rates from the IRS at www.irs.gov or from your tax advisor.

Tax Deferred Savings Plans

Description

The District will make an employer matching payment to the tax-deferred savings plans. The District Payment will be made to the State of Minnesota Deferred Compensation Plan (457), the Special School District No. 1 403(b) Plan, and/or other approved District sponsored tax-deferred savings plan (NOTE: Amounts contributed by MPS will be subject to IRS regulations in accordance with existing withholding elections). Note: Under existing law, all employer and employee amounts paid to the State of Minnesota Deferred Compensation Plan (457) are subject to FICA or social security taxes. All employee contributions to the 403(b) plan are subject to FICA, but employer contributions to the 403(b) plan are not subject to FICA.

Employees should ensure that tax-deferred payments do not exceed IRS limits. If limits are exceeded within employment at MPS, the District will stop deductions to these accounts.

Employees may enroll, change or cease their contributions at any time.

Limits on Employer Contributions

- 403(b) employer contributions are in addition to employee limits
- 457 employer contributions are included in employee limits

District Annual Match Payment

The District will match an amount of the employees' contributions up to three (3) thousand and no/100 dollars (\$3,000.00). *[Note that employees who in 2013-14 had 15+ years of experience in MPS and were receiving the match of up to five thousand dollars will be allowed to keep that contribution level under this plan.]*

The District's matching contribution will be made on a pay period basis determined by the District. The District shall match only deductions that the employees defer during the match period.

NOTE: An employee cannot increase their contribution rate after notice of termination.

Restrictions on Annual Match Payments

1. Only deductions that employees defer during the match period shall be matched by the District.
2. Employees must have enrolled, elected to defer, and in fact deferred a qualifying amount during the calendar year to qualify for the match.
3. Employees who terminate employment with the District for any reason, whether voluntary or involuntarily, prior to the time of the match payment, will not be eligible for any further payment to the tax-deferred savings plans under this Article.

FSA, HSA and Dependent Care Expense Accounts

Dependent Care Expense Account

An employee may designate an amount per year from earnings on which there will be no federal income tax withholding for dependent care assistance (as defined in Section 129 of the Internal Revenue Code as amended from time to time.)

Flexible Spending Account (FSA) and Health Savings Account (HSA) Accounts

An employee may designate an amount per year to be placed into the employee's accounts (as defined in Section 125 of the Internal Revenue Code as amended from time to time). The amounts in the account may be used to reimburse the employee for uncovered medical expenses. Amounts placed in the account are not subject to federal, state and Social Security (FICA) taxes.

Vacation Leave

Eligibility

Employees must be in a 52 week status to qualify for the full vacation benefit. Employees in a less than 52 week appointment will have their benefits pro-rated.

Approval and Use of Time

An employee's supervisor must pre-approve vacation requests. Approval is contingent upon the needs of the department/school and the District.

Vacation may be used in whole or half days. Vacation may never be used in less than half day (four hour) increments.

Tracking of Time

Each employee is responsible for accurately tracking and recording their usage of Vacation leave through Employee Self Service (ESS). Tracking must occur within one (1) pay period of the occurrence/usage of the leave.

Accrual of Time

Employees will accrue up to Twenty-six (26) days of vacation leave per year. Employees will earn one day (8 hours) of vacation each of the 26 pay-periods. Example: if the employee is paid for 80 hours that pay-period, they would also earn one day or 8 hours of vacation time. The maximum accumulated amount at any one time is 35 days (280 hours for Full-Time 52 week positions). Hours earned above the maximum cap will be forfeited until vacation time is used and then new accruals will begin until the cap is reached

Sell-back of Vacation Leave

The opportunity to sell back vacation time shall be at the discretion of the Superintendent. To be eligible to sell-back Vacation leave to the District, a Non-Represented employee must have used a minimum of fifteen (15) Vacation leave days during the preceding fiscal year. This requirement may be waived at the discretion of the Superintendent.

By June 1st of the fiscal year, or some other date determined by the Superintendent, a Non-Represented employee may request that up to forty (40) hours of Vacation leave be sold back to the District from the employee's Vacation leave accrual. This request must be made in writing to the Benefits Office and will be deducted from the employee's available balance in a subsequent pay period.

Payoff of Vacation Leave at Termination of Employment

At separation of employment, the District will pay unused accrued vacation leave that is in the employee's vacation bank.

Sick Leave

Employees shall be allowed sick leave whenever their absence from work is due to personal illness or illness of or injury to a Family Member that prevents them from attending work and the performance of their normal duties on such days, subject to the following provisions:

- a. Employees shall earn and accumulate sick leave at the rate of twelve (12) days per year.
- b. If employees begin employment on a date other than July 1, the amount of sick leave allotted will be prorated from the beginning date of employment through the following June 30.
- c. Employees, if requested by their supervisor, shall furnish such certificates or evidence of facts as may be necessary for verification of sick leave.
- d. Sick leave does not accrue during the period when employees are on an approved leave of absence, provided that when employees are receiving Workers' Compensation or long-term disability payments, they additionally may use one-third of each day of unused sick leave per day.
- e. Family Member means employees' mother, father, sister, brother, spouse, significant other, child, aunt, uncle, niece, nephew, grandparent, grandchild, mother-in-law, father-in-law, son-in-law/daughter-in-law, sister-in-law/brother-in-law and significant other or spouse's immediate family.

Sick Leave: Retirement Eligible (for employees employed prior to 7/1/2010)

The District shall pay employees the equivalent of fifty percent (50%) of unused, accrued sick leave for employees who have been employed in the District at least ten (10) years, or fifty-five percent (55%) for employees who have been employed in the District fifteen (15) or more years. The amount shall be based on the daily rate of pay as of June 30, 2010 and shall not exceed the number of unused, accrued hours as of that date.

Employees who are retirement-eligible and have at least ten (10) years of service with the District, will have fifty (50%) of their severance value as calculated above deposited in the Minnesota State Retirement System (MSRS) Post-Retirement Health Care Savings Plan ("HCSP"). The deposit must follow the guidelines of the Plan and IRS regulations.

Once the above provision has been satisfied for retirement-eligible employees with at least ten years of service, these employees may exercise additional options listed in (b) below for the remaining calculated severance value not placed in HCSP.

Sick Leave: Non-Retirement Eligible (for employees employed prior to 7/1/2010)

The District shall pay employees the equivalent of fifty percent (50%) of unused accrued sick leave for employees who have been employed in the District at least ten (10) years, or fifty-five percent (55%) for employees who have been employed in the District fifteen (15) or more years. The amount shall be based on the daily rate of pay as of June 30, 2010 and shall not exceed the number of unused, accrued hours as of that date.

Employees may elect to have all or part of the severance payment placed into their account with the State of Minnesota Deferred Compensation Plan or the District sponsored Tax Sheltered Annuity (TSA) Plan consistent with the requirements of the plan. The balance, if any, will be paid directly to employees. Employees, not the District, are solely responsible for determining the maximum allowable annual contribution amount to deferred compensation/TSA.

To the extent permitted by Federal law and Treasury regulations or other similar guidance, accrued bona fide sick leave will be paid within two and one-half (2½) months of Participant's severance from employment so long as the employee would have been able to use the leave if employment had continued. Any balance remaining after application of the above calculations shall be paid out as a lump sum payment.

Holidays

MPS Non-Represented employees receive the following twelve (12) paid holidays per calendar year:

- January 1 (New Year's Day)
- Third Monday in January (Martin Luther King Day)
- Third Monday in February (Presidents' Day)
- Last Monday in May (Memorial Day)
- June 19 (Juneteenth)
- July 4 (Independence Day)
- First Monday In September (Labor Day)
- Fourth Thursday in November (Thanksgiving Day)
- Friday after Thanksgiving Day (Family Day)
- December 24 (Christmas Eve Day)
- December 25 (Christmas Day)
- December 31 (New Year's Eve Day)

Miscellaneous Leaves

Child Care

- 1) Purpose and Procedure - A leave of absence shall be granted for the purpose of providing full-time care for employees' newborn or newly adopted child or children. Arrangements for such leaves shall be made at least 30 days prior to the starting date of the leave. Arrangements for leaves granted for purposes of adoption shall be made upon official notification of the pending adoption. A planned date of return to duty shall also be arranged at the same time. Changes in the dates planned for commencement or termination of childcare leave shall be requested as soon as practicable.
- 2) Effective Dates of Leave - The dates of commencement and termination of childcare leave shall be at the discretion of employees in consultation with their physician, if appropriate.
- 3) Interruption of Leave - In the event of termination of pregnancy, cancellation of adoption or other interruption of approved Childcare Leave, upon five (5) days of notice of intent to return to duty, employees may return to the same or equivalent duty performed prior to the commencement of leave.
- 4) Use of Paid Time Off and Return to Duty - Employees may use paid time off when a physician's statement is provided.

Adoption

In the case of adoption, employees may use sick leave prior to and after the arrival of an adopted child. Use of sick leave for this purpose shall not exceed twenty-two (22) days prior to the arrival of an adopted child and need not be used consecutively. In addition, employees may use sick leave included in the twenty-two (22) days following the arrival of the adoptive child.

Family Medical Leave

The Family Medical Leave Act (FMLA) of 1993 provides additional rights while on leave of absence. Employees may take up to twelve (12) weeks of unpaid leave (per 12 month rolling year) in the case of serious illness for care of a spouse/child/parent, care for oneself, or due to the birth/adoption of a child or foster child. Health insurance costs would be the same as if employees were actively working for that twelve (12) week period as defined in the insurance benefits.

Death or Critical Illness of Family Member or Friend

Employees may be granted one or more leaves of absence not to exceed a combined total of fifteen (15) days over the term of the Plan in the event of the death or critical illness of a Family Member or friend. Family Member means employees' mother, father, sister, brother, spouse, significant other, child, aunt, uncle, niece, nephew, grandparent, grandchild, mother-in-law, father-in-law, son-in-law/daughter-in-law, sister-in-law/brother-in-law and significant other or spouse's immediate family. A Critical Illness means an illness where death is impending but recovery is possible.

The District reserves the right to require proof of critical illness or death. Leaves related to Family Members shall be with pay and shall not be deducted from employees' sick leave. Leaves related to friends shall be deducted from employees' sick leave.

Jury Duty

Employees who are required to serve as a juror shall be granted leave with pay while serving on jury duty contingent upon paying to the Board any fees received minus travel allowance.

Leave Without Pay

A Non-Represented employee may request in writing a leave of absence without pay. All such leave requests must be pre-approved by the Department Head.

Mileage Allowance

Each classification listed below will be paid a monthly stipend of \$250.00 to cover daily mileage and other auto/travel expenses, including parking fees:

- Senior Academic Officer
- Associate Superintendents

Classifications may be added to the eligible list at the discretion and direction of the Superintendent or designee.

All other Non-Represented classifications will be eligible to be reimbursed for mileage at the current IRS established rate and transportation related expenses by completing a mileage and expense reimbursement form and submitting to their supervisor for approval and payment.

Professional Memberships

The District agrees to reimburse employees for fees associated with professional memberships up to \$1,000.00 per year. Such memberships must be directly related to the duties and responsibilities of the requesting employee.

Retiree Benefits

Life Insurance

Employees who retire will be able to continue their current life insurance policy at their own expense at the same rate as is paid by the District for active employees.

Health Plan (for employees employed prior to 7/1/2010)

The Board of Education, effective July 1, 1994, shall contribute the same amount toward medical insurance premiums for employees who retire as it contributes toward such coverage for employees on active duty, provided the retired employee is at least fifty-five (55) years of age and has completed at least ten (10) years of service to this District, and is not able to participate in a program of medical insurance provided by another employer. Such contributions shall terminate at the earliest occurrence of (a) eighteen months after the end of the month in which the employee retires, (b) at the end of the month in which the retired employee attains age sixty-five (65), or (c) when the retired employee becomes eligible to participate in a program of medical insurance provided by another employer.

Dental Insurance (for employees employed prior to 7/1/2010)

Those employees who retire and who have served the district over ten (10) years and are currently enrolled in single and or family dental insurance, will be able to continue their coverage at active rates until the earliest occurrence of (a) eighteen months after the end of the month in which the employee retires, (b) at the end of the month in which the retired employee attains age sixty-five (65), or (c) when the retired employee becomes eligible to participate in a program of dental insurance provided by another employer.

Health Care Savings Account (for employees employed prior to 7/1/2010)

For active full-time employees in this Non-Rep Plan hired before 7/1/2010, the District will make an annual deposit of \$2,500 into each employee's Health Care Savings Plan at Minnesota State Retirement System (MSRS). Payments under this section will be prorated for part-time or partial years worked.

For members of the former CLT Plan hired before 7/1/2010, the District will continue to make an annual deposit of \$5,000 into each employee's Health Care Savings Plan at Minnesota State Retirement System (MSRS).

This plan is portable, and employees may access it at any time after separation of employment from the District.

Non-Represented Classification & Compensation Plan

<u>Grade E22</u> Executive Officer, Superintendent Office Senior Academics Officer	\$160,007 \$200,087 \$240,011
<u>Grade E21</u> Deputy Senior Academics Officer General Counsel	\$147,529 \$184,411 \$221,294
<u>Grade E20</u> Associate Superintendent Senior Accountability, Research, and Equity Officer Senior Financial Officer Senior Human Resources Officer Senior Information Officer Senior Officer, Communications, Engagement & External Relations Senior Operations Officer	\$135,972 \$169,965 \$203,598
<u>Grade E19</u> Deputy General Counsel Executive Director, Engagement and External Relations Executive Director, Finance Executive Director, Human Resources Executive Director, IT Services Executive Director, Marketing and Communications	\$125,319 \$156,649 \$187,979
<u>Grade E18</u> District Lobbyist Executive Director, Capital Projects, Construction, & Maintenance Executive Director, College and Career Readiness Executive Director, Community Education Executive Director, Early Childhood Education Executive Director, English Learners and Global Education Executive Director, Equity & Integration Executive Director, K12 Academic Programming Executive Director, Research, Evaluation, Assessment & Accountability Executive Director, Special Education & Health Executive Director, Transportation and Fleet Services	\$115,502 \$144,377 \$173,253
<u>Grade E17</u> Director, Office of Ombudsperson Director, Total Compensation	\$106,454 \$133,067 \$159,681
<u>Grade E16</u> Administrator, Board and Governmental Relations	\$98,114 \$122,642 \$147,171

SPECIAL SCHOOL DISTRICT NO. 1
Board of Education

May 10, 2022

Resolution Designating Willard, Gordon, and Tuttle as Surplus Real Properties

WHEREAS, Regulation 3270A: Disposition Of Surplus Property outlines the process of the disposition of surplus district facilities; and

WHEREAS, the Operations Division recommends, per the defined process, that the Board of Education designate the following buildings as surplus so that they may be made available for sale or lease: Gordon, Willard, and Tuttle.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Board of Directors of Special School District No. 1 hereby approve the designation of surplus for Gordon, Willard, and Tuttle.

Signed by:

Kim Ellison
Board of Education Chair

Date

Nelson Inz
Board of Education Clerk

Date

SPECIAL SCHOOL DISTRICT NO. 1

Board of Education

May 10, 2022

RESOLUTION AUTHORIZING TRANSFER OF CAPITAL FUNDS

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

WHEREAS, the necessary capital investments for school improvements have been impacted by increased costs and supply chain disruptions,

WHEREAS, Bancroft was funded for technology improvements in 2017 (2017A GO Bond) and the project has been completed,

WHEREAS, the districtwide program to upgrade clocks, public address systems, and fire alarms requires additional funds for Ericsson (Northrop), Hall and Northeast Middle School, and

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

NOW, THEREFORE BE IT RESOLVED, that the Minneapolis School Board hereby authorizes the transfer of capital funds from the 2017A GO bond for the Bancroft Technology project to the District wide multi-site clocks/PA/Fire Alarm project in the amount of \$116,419.

Signed by:

Kim Ellison
Board of Education Chair

Date

Nelson Inz
Board of Education Clerk

Date



Vacant School Board Seat Applications

May 2022

Applicants

[Harley Meyer](#)

[Jeffrey Williams](#)

[Janet Freeberg Lawson](#)

[Susan Engh](#)

[Lisa Beckman](#)

[Abbi Dion](#)

[Pamela Costain](#)

[Bryn Peterson](#)

[Cynthia Booker](#)

[Britt Heglund](#)

[Sonya Emerick](#)

[Kate Winter](#)

[Lynne Crockett](#)

[Dave Adams](#)

[Anastasia Flemming](#)

[Julia Becker](#)

[Karn Engelsgjerd](#)

[Jaton White](#)

[Jennifer Davis](#)

[Steve Richter](#)

[Collin Beachy](#)

[Abdullahi Abdi](#)

[Meghann Gordon](#)

[Aron Lipkin](#)

[Ruby Hogen-Chin](#)

All applicants verified that the following statements are accurate:

- I am at least 21 years old or will be prior to May 11, 2022
- I am an eligible voter in the state of Minnesota
- I reside within the city of Minneapolis and understand I must maintain residency within the city to serve in this appointed role
- I am not a sex offender convicted of an offense for which registration is required under MN statute section 243.166
- I understand the duties of this office and will follow all applicable laws, policies, regulations, and reporting requirements

Name: Harley Meyer

What experiences and skills would you bring to the School Board?

As an educator, I have a very broad range of experiences. Teaching students from a variety of socio-economic backgrounds, ethnicities, learning abilities/disabilities, grade levels and teaching students overseas. Working with parents and students to repair two extremely broken classes with one of them being way out of control. With very few exceptions, every student I have taught were better prepared for post-secondary education. Living in Thailand and Mexico I understand first hand the challenges parents face with language articulating their concerns in the educational system. As a parent of a 12 year old, I understand how ELL students face unique challenges in the school.

While overseas I spent 10 years conducting research on language acquisition and discovered/developed a way to teach high school algebra to elementary school students. The knowledge and expertise, gained from these two experiences in literacy, mathematics and writing, goes beyond those district personal who are responsible for literacy and mathematics. Currently, I am a Minnesota licensed math instructor 5-12.

To give you an idea of my expertise and experience. Before leaving Thailand a fifth grader came to me to learn English. He could not read and had several speech impediments. After 1 month I had him learning to read at the first grade level. Today, he has no speech impediment and is an extremely strong reader. So there is no excuse to have our ELL students and parents suffer in the district as they do. Actually, there is no excuse that any of our students and parents suffer like they do over reading. Also prior to leaving Thailand a pair of fifth graders learned from materials that I created to teach high school algebra to elementary students. When they finished the materials their mathematical maturity was that of a good student in the 8th or 9th grade. The materials were tested and written for 2nd graders. By the way, these two

boys were just average students. Not gifted/talented, just two typical students.

The reading materials were used here in the US the past Fall with kindergarten and 1st graders at HHYD and it is projected that kindergarten students can learn to read at the first grade level in 3 to 4 months. Projected because we had quarantines, deaths, etc. that slowed the process. One first grade ELL student was less affected by these adversities and was not slowed down as much. His teacher at school says he is one of her best readers. It took him about 3 months.

The point is, the district doesn't have to be the way it is. I know the achievement gap in math and reading is not the students. All too often the excuse has been to blame the students.

This year I have been in 11 different schools as a substitute teacher - elementary and middle school. I have seen gross food waste, hungry children, students roaming the hallways, racist teachers, good teachers, district admin who were not willing to implement MTSS soon enough to help students, bad curriculum, how technology has harmed many students ability to learn, serious problems of teachers unknowingly teaching students to plagiarize (very dangerous by the way), incorrect technics for teaching reading that actually impair a student's ability to learn to read, ELL students who are held back due to the wrong methodology to teach them English, and in bilingual schools the error in the inadequate time to teach English, etc. The list goes on. If you look at this list, it comes out of the district.

In summary, I have a set of skills that very few people have. A set of skills that can have a positive impact on all of our students. Yet, at the same time I am honest with myself to know I don't know everything and there is much to learn.

Why do you want to be appointed to the School Board?

The district now is faced with some extremely challenging problems as

enrollment continues to decline. The old problems of achievement gap are still present. My skill set and expertise can immediately provide a positive impact on our students. Yes, there is a learning curve on the role, responsibility and duties of a school board member. I have to find my way through the process; although, I have been fortunate enough to have former school board members share their wisdom and guidance. That wisdom helps a great deal.

Currently, there is one former school board member who has taken me under her wing. That has helped me tremendously. Even though it is the administration that carries out the directives of the board, that doesn't exclude me from guiding administration in the right direction and sharing my expertise in literacy and math with the administration and the school board members. Yet, at the same time my expertise helps board members recognize when they are presented with a dog and pony show to push through bad curriculum. Like the December 2020 school board meeting.

For those School Board Members, who are familiar with me through the Black Parent Advisory Council (BPAC), they know that I am a persistent advocate for our students. Not so much a cheerleader, but more along the lines identifying problems in the district that effect student achievement.

While subbing I asked questions of teachers, principals, students, staff and parents to hear their concerns and to understand the problems they face. A necessary attribute of a school board member.

I am a parent of a fifth grader in the school district, I have skin in the game to help improve our educational system for everyone, including my son. Which means I will work with a sense of urgency and purpose while a board member. My son has also been a wonderful asset in that he has been my eyes and ears to some of the problems that take place inside the school that become hidden from view.

Every school board member and candidate for this vacancy wants to improve our educational outcomes and wants a good educational system for all of our students. Parents want this too. What separates me from other candidates for this vacancy is my expertise in literacy and mathematics. Expertise that supersede the administration's curriculum team responsible for literacy and mathematics.

Thank you for your consideration.

Do you plan to run for the seat in the 2022 election?

Yes

Name: Jeffrey Williams

What experiences and skills would you bring to the School Board?

I have been a public school teacher for 29 years, teaching in Minneapolis Public School System (5 years including this school year) and the Los Angeles Unified School District (24 years). I have taught all grade levels (K-12), extensively teaching diverse populations in Title I elementary and middle schools. I know the intricacies of how schools operate at the school site level and the district level. I have spent over 15 years as a union chapter steward for the two schools I taught at in Los Angeles. This experience allowed me to participate in all aspects of decision-making and planning for the school site. I served a 2- year term in the House of Representatives for the United Teachers Los Angeles teacher union. This experience provided me with insight not only into the union decision-making process but also into the interworkings of a large school district. As a teacher and union representative, I had to interact with all stakeholders on the school site, dealing with worksite issues, academic, and school environment issues, school safety, labor relations, and instructional planning, among other things. I had to mediate worksite problems and concerns. I had to help ensure that the teacher contract was being fairly implemented. As a teacher, I have been actively involved in creating, implementing, and running many different school programs. In Los Angeles, I was instrumental in developing the arts program at the elementary school I taught at and creating the first film class at the middle school I taught at. I have been an athletic coach for boys, girls, and adaptive sports. I think I may be the only person in the country who can say they were involved in two teacher strikes in the past 3 years, plus covid-related school shutdowns in two different districts. These experiences help me to understand the issues that teachers and school districts MUST deal with and the effects they have on students and families.

Why do you want to be appointed to the School Board?

I want to be appointed to the Minneapolis School Board because I am a product of the MPS, I am an employee of the MPS, and I have family who are currently students in the MPS. I spent 24 years teaching in Los Angeles and when I decided to move back to Minneapolis, I wanted to teach for the MPS, and not only that, I wanted to teach at Franklin Middle School. A school in the community I grew up in. A school that I did summer school at for several years, and a school whose demographics were very similar to the middle school I taught at in Los Angeles. When I was a student in the MPS system, in the 70s and 80s, it was considered to be one of the best urban school districts in the nation. South High, where I graduated, was one of the top high schools in the nation. When I taught for MPS in the '90s, I was lucky enough to teach at Downtown Open School which was probably the most diverse and creative school I taught at. I am very disappointed to return to the MPS over 20 years later and see the drastic decline in enrollment, budget nightmares, labor problems, and academic and safety concerns. I have been on the front dealing with all these problems in two different districts. I have not been a bystander. I have had to be involved in cutting teaching positions because of a lack of funding. I have had to be involved in walking out because we cannot agree on a teaching contract. I have been involved in the billion-dollar rollout of technology programs only for them to be retracted a couple of years later. I know the interworkings of a school district from the ground floor up. I want to see the MPS not only return to its glory years but surpass them and become an example of how urban education can thrive. As a teacher, I feel I give a unique insight into what is actually occurring in the schools in real-time. This perspective is drastically needed. I hear the voices of all stakeholders in this district. This district's success is my success. If it fails, I can be out of a job. My nephews will seek new schools. My community will be affected. I am not asking to be appointed for political gain. I have seen how there has been a major rift between the school board, district, teachers, and parents and I hope between now and January 2nd I can help heal some wounds and bring

together the entities that have been fractured by the past teacher strike. I also want to help steer this district in a new direction as it has to deal with many serious issues concerning its future.

Do you plan to run for the seat in the 2022 election?

No

Name: Janet Freeberg Lawson

What experiences and skills would you bring to the School Board?

I have a variety of skills and experiences that I could bring to the School Board. As a teacher for 30 years, I know the breadth of the lens I use is one that keeps education and student achievement at the forefront of my decision making processes. My career has always been one of valuing public education and the importance it has in laying the foundation of a system and creating a society that allows for opportunities for all. I am a patient learner who wants to help create the system of change that is needed to build trust back in systems needed to efficiently and effectively move MPS to be recognized for innovation and educational excellence and leadership.

Why do you want to be appointed to the School Board?

I think that it is time to put my money where my mouth is, so to speak. I am interested in helping to create the change that it seems is needed to move all of us forward in the pursuit of changing the face of public education to be positive and welcoming. The appointment of a school board member resonated with me as being the perfect time to contribute and try to make a positive difference.

Do you plan to run for the seat in the 2022 election?

Yes

Name: Susan Engh

What experiences and skills would you bring to the School Board?

I have served on several boards, including the Evangelical Lutheran Church in America (ELCA) Church Council, the Minneapolis Area Synod (ELCA) Council, and the Interfaith Funders Board. As a trained community organizer and facilitator, I bring the skill of running and participating in effective meetings that bring action and foster collaboration and change.

Why do you want to be appointed to the School Board?

I have two (grown) children who attended Minneapolis (and Wayzata) public schools. I currently have two grandchildren who attend Minneapolis Public Schools. I know the value and importance of public education, both for those who attend and for the broader community. I have an interest in assuring that MPS meets the highest standards of equity and representation for all its students and families. I desire to spend time in service to my neighbors and my community, to better the quality of life for all Minneapolis residents.

Do you plan to run for the seat in the 2022 election?

No

Name: Lisa Beckman

What experiences and skills would you bring to the School Board?

As an elected member of the Minneapolis Public School Board, I would bring my previous experience as an executive administrative assistant/legal assistant who supported a Board of Directors for multiple years. I understand the importance of a well-balanced, informed, and cooperative team that comprehends and appreciates the governing rules of the school board. Further, I bring strong oral and written communication skills, understanding of a diverse community (and the unique obstacles this particular community faces), the ability to learn and understand what I may not be aware of, and passion for and dedication to the public education system. Currently, I am serving as the co-chair for the Jenny Lind Site Council. This particular role has provided me with greater insight and understanding of the Minneapolis Public School System.

Why do you want to be appointed to the School Board?

As an invested member of the Minneapolis community, I am seeking this appointment to the Minneapolis Public School Board so that I am able to contribute to making our public school system more accountable, inclusive, and academically competitive. I believe it is important for school board members to cooperatively work toward achieving trust within the community. As an elected member, I will ensure that the Minneapolis School District is responsive to the community values, beliefs, and priorities. Additionally, I will focus on supporting policies that target student achievement. I believe my personal and professional experiences and skills will positively contribute to the growth and advancement of our students and our community.

Do you plan to run for the seat in the 2022 election?

Yes

Name: Abbi Dion

What experiences and skills would you bring to the School Board?

After years of volunteering in schools, serving on education committees, and teaching, serving on the School Board feels like the next step. I've truly spent my life in schools—as a student; a tutor; a teaching assistant at the University of Minnesota; an assistant coach; a volunteer with education organizations (e.g., CommonBond Communities, Northern Home for Children, YouthBuild); an advisor/ administrative coordinator/assistant to the Vice President at Temple University; and currently as a high school teacher in Robbinsdale School District ISD 281 and parent of MPS students.

I have lived, worked, and attended school in multiple Minneapolis and Philadelphia neighborhoods; we recently bought our first home (District 6) with a grant from NeighborWorks in 2019. I grew up in Shoreview and attended Mounds View Public Schools from Grades 1-12. I attended the U of M ('03), received my MA in English and Creative Writing from Temple University ('07) and completed the teaching certification program at the U ('15). My post-grad work has focused on equity, literacy, mental health, exceptional education (with a focus on twice-exceptional students), parent-teacher communication, and culturally relevant teaching. I believe we become 'educated' in our lives through multiple channels, and that much of our learning takes place outside school walls.

I've served on various work groups and committees: as a higher-ed administrator at Temple University in Philadelphia, PA (e.g., Student Success Work Group, Strategic Planning Committee, Community & Collaboration Committee, Diamond Awards Committee (chair)); as a writer (I began and curated a three-year reading series for local writers & writing workshops); and as a teacher (Learning Leaders, Building Assets Reducing Risks Learning Committee, and SEL Committee). I have served as a member of LHCS Site

Council for the past three years, and am currently the chair of our Academics subcommittee (ending June, 2022).

I have taught multiple academic courses (e.g., English 9-12, ELL English, AP Comp, and AVID 9-12). I have professional experience writing curriculum, adapting unit plans to adhere to Minnesota State Standards, conducting professional development for educators, and conducting teacher observations. I love my job, profoundly. Last year, I was grateful to be voted "Teacher of the Year" at my school, AHS. Immediately prior to my career in public education, While in higher ed administration, I worked with the Director of Budget and Finance to track expenses, prepare invoices, and flag purchases. The lion's share of my work, however, involved working one-on-one with the Vice President, administering student programming, and developing relationships among departments, families, and community. As an MPS parent, I've been impressed by and grateful for the labor and love Invested in my children by teachers and educational assistants. I believe our Educational staff are our biggest asset. I know that experience is relative, and I've listened compassionately to fellow caregivers' disappointments and anger with our schools. These feelings are valid and worthy of our closest attention and action. I believe my professional and personal experience with reflective practice, relational/trust building in the classroom and among colleagues is an asset. And I should state that my family is not immune to difficulty. We've experienced a reading delay requiring outside intervention for one child; emotional-behavioral anxiety requiring outside intervention for another child; financial challenges requiring additional employment; family illness, addiction, and death. All of this is relevant – as we bring our whole selves to school, to our careers, to our work and commitments, and to our relationships. I think our honesty and ability to name and claim our truths and stories makes us rich, empathic, vital community members.

Why do you want to be appointed to the School Board?

There is a compelling message that makes its way across the internet, dinner tables, and conference rooms: “Schools are in crisis.” While I will not counter this message, I will state, unequivocally, that I ALSO believe our schools are strong. They—and the people inside them—are vital. They are filled with people who show up. Often against all odds, and often at great personal sacrifice. When you enter a school, watch a student read or play a made-up game with peers, it can seem as if you’re watching magic. But schools are not magic, or if they are, that doesn’t mean they aren’t real.

What I would bring to the board is support, competence, and commitment to our school communities. I bring a student-, parent-, and educator-centered perspective. We have faced enormous challenges this year. And even in the face of great challenges, young people have continued to learn and grow. Do our schools need funding? Yes. But in the midst of underfunding and challenge, we still have the obligation to show up for our students, families, and staff. Showing up can be effective communication: listening openly, soliciting additional ideas/feedback, and responding. There is no school culture, no matter the funding, that can thrive without people feeling seen, heard, and valued. I would be honored to be part of a board that sends this message with the policies we enact and the values we live.

I spent the first twenty years of my life thinking life in Minnesota was more or less equal. While I knew some level of inequality felt inevitable, I was unaware of anything but extreme differences of privilege, wealth, or social status; however, the last twenty years have been a different kind of education, one I feel humble to have received. I’ve worked on essays with students every Saturday during “Saturday School” in North Philadelphia. I’ve sat in the audience as a student who was affected by gun violence testified before the Brooklyn Park City Council about safety and harm reduction. I’ve met with students after class when their employment at Hyvee, McDonald’s, or their parents’ business led to late-start. I’ve helped a student living in transitional

housing, a recent immigrant from Ethiopia, with his homework, before dropping him off at a basketball court in Cedar-Riverside. Today, I woke at 6:30 a.m. to drive my tired, worried, hopeful body to the public high school where I teach. And when I walked in the door and heard: “Ms. Dion!” “What up, Ms. Dion!” “Too tired to talk, Ms. Dion, I’ll stop by later,” I was reminded that I’m in the right place, the best place in the world: a school.

Schools exist in the cultures and communities that surround them. I want to be part of the policy governance work that exists around and within this context. In such work we consider past events that led us to this moment—state and federal funding disparities, school placement adjustments and attrition, as well as leadership priorities and styles. We must consider the factors that influence and inform our schools—wide disparities in personal wealth and resources, racially segregated neighborhoods and outcomes, an explosion in mental health challenges across demographics. The reality of these forces is they are structural and stubborn. But we need not give in to cynicism nor jump to what seems easiest, cheapest, or shiniest. We can be intentional, knowledgeable, and humble in how we support our schools and create the future. As Elena Aguilar says in *The Art of Coaching*, “If we are not mindful, the change process will end up replicating the structures of oppression that produced our current system” (2013). I look forward to being part of that process. I am not interested in financial or personal gain. I would be doing this as a calling, for our MPS community. Thank you for your time, work, and consideration.

Do you plan to run for the seat in the 2022 election?

No

Name: Pamela Costain

What experiences and skills would you bring to the School Board?

I was elected to the Minneapolis School Board in 2006 and served until June 2010. I left the board six months early when I was offered the position of President and CEO of AchieveMpls. The two roles would have posed a conflict of interest. I led AchieveMpls for six years, greatly expanding its signature career and college readiness programs and strengthening MPS's relationship with the business and philanthropic community. It was an honor to serve both the School Board and AchieveMpls for a decade.

My family has a deep history with MPS. Both of my adult daughters attended Minneapolis Public Schools (K-12) and graduated from South High. (I was a parent volunteer for many of those years.) My youngest daughter is a teacher at Patrick Henry and has worked there for fourteen years. Currently I have a grandchild at Bancroft and two pre-school grandchildren who will attend MPS in the coming years. I love Minneapolis Public Schools, am keenly aware of its weaknesses but also deeply committed to helping make it an excellent school system serving all the children in our city.

I was elected Chair of the Board during my first year of service. Not unlike today, it was a time of turmoil and deep challenges for the district. I was one of four newly elected members of the seven-member board, and all of us had to quickly learn how to govern a large and complex public institution. We also were faced with a leadership crisis.

The previous board had parted ways with Thandiwe Peebles, a controversial superintendent, and had appointed former School Board Director, Dr. Bill Green, as the interim. Our task was to make a decision about a permanent superintendent. As Chair I helped to lead that process, which included extensive engagement with community stakeholders, deep listening to parent and staff concerns and consultation with business, government and philanthropic leaders. We conducted the process without a search firm but

worked closely with advisors from the Council of Great City Schools. Ultimately, we offered the permanent position to Dr. Green, a calm, connected and knowledgeable local leader with deep roots in Minneapolis and MPS. Superintendent Green served for three years before returning to higher education and his profession as a historian of race and racism in Minnesota.

My second superintendent search was in 2010 when Dr. Green stepped down. In that case the Deputy Superintendent, Dr. Bernadeia Johnson, was a leading contender for the position, having served as the #2 person under Dr. Green. Again, the Board chose to move forward without the services of a national search firm because we had a strong internal candidate. We did, however, proceed with due diligence to evaluate the readiness of Dr. Johnson to be superintendent. This included numerous face-to-face meetings between Board members and community stakeholders and the solicitation of written input from the wider community. We also commissioned a management assessment of Dr. Johnson. After careful consideration, we offered the permanent position to Dr. Johnson.

I value the deep and intimate involvement of my board in hiring two superintendents. We learned a great deal and truly owned the result of our decisions. We did all of the interface with the community which I believe was useful.

During my service on the Board, I was chair of the Policy Committee and a member of the Finance Committee. I also served as the Board's liaison to the 2008 Referendum Campaign and for three years I was the School Board representative to the Youth Coordinating Board and the Association of Metropolitan School Districts. I also attended three national meetings of the Council of Great City Schools.

I understand governance and the role of a school board. I recognize the different roles of the MPS administration and the Board, and I respect those boundaries. I know that hiring and evaluating the Superintendent is one of the

most important jobs of the board and that successful superintendent searches are key to the success of MPS. I pledge to work closely and respectfully with other school board directors so that we function well together, share information and make the best possible decisions for the young people whose futures depend on us.

Finally, I am aware of the responsibility to serve as a confidential participant in Executive Sessions, where personal information is shared about staff, administrators, legal matters and other sensitive issues. I will operate with integrity and honesty in all matters that come into Executive Session.

Why do you want to be appointed to the School Board?

Support for strong urban public schools is at the core of my commitments. I believe public schools are the foundation of our democracy and that high quality and high functioning public schools are the most critical element for individual student success and for the economic success and stability of our region.

After I retired from the School Board, many people said, “you must be glad that’s over”. On the contrary, I have always seen my board service as the most important work I ever did. Despite long hours, many difficult decisions and few accolades, I was honored to be part of helping a critical institution – our public schools – survive and thrive so that our youth could have a future.

Minneapolis Public Schools is in crisis. We are rapidly losing students, further challenging the financial stability of the district. We are coming out of a three-week strike by teachers and ESPs that surfaced many important issues, but was also challenging for families, staff and administration. We have lost key members of the senior administration and may lose more. Trust is severely strained and must be rebuilt.

The School Board must quickly regroup to work with the interim superintendent, lay the groundwork for hiring a permanent superintendent

and rebuild the confidence of the public. I believe all of this can be done, but it will be hard, hard work. I am prepared to give myself wholeheartedly to that task because I believe I have the skills, experience, knowledge of the district and right intentions to make a difference.

I have been a fierce and vocal advocate for equity in our city and school district. I have fought diligently for policies and practices that meet the needs of all children, especially Black and brown children whose educational outcomes continue to be unacceptable. I will continue to be a racial equity advocate in all that I do should I be appointed to the interim position. I will listen, be visible and accessible and prioritize finding and perhaps hiring an education leader able to move the dial on achievement for children of color.

We cannot allow Minneapolis Public Schools to fail. Thousands of children and their families are counting on the adults in this District and City to move forward with unity, vision and determination. I would be honored to do what I can to be part of that process.

Do you plan to run for the seat in the 2022 election?

No

Name: Bryn Peterson

What experiences and skills would you bring to the School Board?

The opportunities I see for the Minneapolis School Board are Engagement, Communication and Organization.

I have been board member and co-president of several non-profit groups for the past 8 years, working with organizations such as Target Corporation, Interior Designers of Idaho, and National MS Society. I have been an integral part in boosting engagement with the community, use of funds for outreach and projects, and fundraising opportunities. I believe my work talking to communities to increase visibility, awareness and engagement would serve me well on the board and allow me to communicate effectively with union reps and parents.

I have over 5 years' experience in Project Management, which have given me the ability to run projects efficiently, on budget, and inclusively of all stakeholders. I currently manage Interiors projects for an architecture firm, where timely and direct communication with internal and external partners is crucial. I am an expert on assembling teams quickly to assess the issue, come to a solution that works for all, and set up timeline and workload assignments to get the project completed. Bringing both sides to the table, and reaching a collaborative resolution quickly is key to the school board's work, and I would be an integral part of those communications as a member.

I have honed my organizational skills over the past 20 years, managing multiple projects consecutively, and engaging multiple teams with overlapping workload effectively. Keeping the group on task, communications open between all stakeholders and projects moving forward is key to a successful team leader, and I would use my organizational skills to improve the Minneapolis Board of Education.

Engagement, Communication and Organization between the Minneapolis Board of Education, parents and residents of Minneapolis, and the Teacher's Union is crucial to the success of the board's work. I believe building trust between the Minneapolis School board and the communities, teachers & students will take time and consistent effort from the board. I want to see the board become a trusted partner of Minneapolis communities, and I believe I have the skills, desire and dedication to make that happen."

Why do you want to be appointed to the School Board?

I have been a resident of Minneapolis for 20 years, and a parent of a Minneapolis School student for 5. With COVID, redistricting and the teacher's strike, I've been more focused on the school board and how they interact with the Minneapolis communities. I've seen inconsistent communication (email vs phone message, one parent gets info, the other does not), last-minute decisions (mask mandate lifted on a Friday for the following Monday), and inconsiderate commenting about our teachers (videos, emails and phone messages about the strike). Our kids should be the focus, and getting consistent, non-biased information to families is key to building trust and creating an inclusive environment. I want to have a say in how funding is used, how communication goes out to parents and teachers, and how to engage the community for support. This is my main reason for applying to be on the board of education for Minneapolis.

I have seen the Minneapolis Board of Education used as a springboard for political gain, which I do not see as the goal of this group. I believe those who are on the school board, and leading the schools, teachers and students in this district need to be invested in the district and build trust with the communities they serve. The role of a school board member is to be the voice of their district, and to be the conduit of information between the board and the parents. I have had emails and voicemails go unanswered from the school board, and I want to change that. I would put communication first,

being an advocate for the board and answering questions and concerns from parents.

I want to join the board to bring communication and collaboration to conversations between the board and the teacher's union. I want to bring information to our families, so they have the information needed to make decisions that are right for them. I want to make the school board a part of our community, not a group of strangers making decisions for our kids behind closed doors. I want to make the Minneapolis School Board a trusted and respected part of the community.

Do you plan to run for the seat in the 2022 election?

Yes

Name: Cynthia Booker

What experiences and skills would you bring to the School Board?

My unique experiences include launching a college preparation and workforce development consulting firm for students between the ages of 12 thru 21, working within the community as an executive director, being a corporate finance executive, college administrator (public, private, and for-profit colleges), high school outreach counselor (Minneapolis North and Washburn High Schools.) My practical approaches are based on my experiences of being a low-income and first-generation college student. My success in all industries is due to my ability to excel at:

- Change Management
- Project Management
- Community Collaboration
- Financial Management

Why do you want to be appointed to the School Board?

As a BIPOC graduate of the Minneapolis Public Schools and as senior executive in various industries, I could add significant value of understanding between the school board and other stakeholders. My economics degree and corporate finance experience of 14 years could assist the district with budget processes. I believe in quality public education, developing best practices and policies.

Do you plan to run for the seat in the 2022 election?

No

Name: Britt Heglund

What experiences and skills would you bring to the School Board?

I have been fortunate to have many different types of paid and unpaid jobs throughout my life. I have worked primarily in the public sector, as law clerk, law librarian, public librarian and now as an executive director of a state licensing board. I have been on the boards of a century old non-partisan organization that works to protect and expand voting rights at both the local and state level. I hold a bachelor's degree in literature, a master's degree in library science and a law degree. I understand and appreciate the value of well rounded public education, as I am a MPS graduate. I bring years of experience working with a wide spectrum of people and the ability to listen to all types of viewpoints. I am able to look at all aspects of an issue and reach a decision based on the fact presented.

Why do you want to be appointed to the School Board?

I grew up in Minneapolis and am the child of two North High graduates. As previously noted, I am a South High graduate and I currently have three children in this district. We need more parents on the board to provide real life perspective on both proposed actions as well as the policies and procedures that are currently in place. My children have lived through two major overhauls of redistricting and I have seen the havoc and frustration it has done to the families in MPS. I have watched as we have lost our Minneapolis children to suburban districts and private schools in response to decisions made by a board that didn't listen to families. We are in a free fall of losing students now and even the most dedicated families are leaving a district that continues to ignore the needs and wants of families. I want to be a conduit for the families that have remained in the district and create stabilization and growth. I would also like to start rebuilding a modicum of trust between families and the district. I recognize that all board members work incredibly hard and I am ready to assist until the seat is filled by the elected candidate

for this seat.

Do you plan to run for the seat in the 2022 election?

No

Name: Sonya Emerick

What experiences and skills would you bring to the School Board?

The personal strengths I would most enthusiastically bring to the School Board are those that I've developed in the face of systemic disenfranchisement and structural oppression.

I have spent nearly two decades parenting in poverty in Minneapolis. One of those decades, I was a single parent. My greatest skill relative to material resource management has and always will be the ability to make something where there appears to be nothing. I don't believe there is a more critical lived experience when it comes to financial management than running a household on MFIP and SNAP. My recent community organizing has provided me opportunities to develop proficiency in fiscal management of large scale operations, where my skills for manifesting sustainable budget actions translate well. I think we need leadership that not only represents, but relates to the struggles so many of our families are contending with at this time. I am not ashamed to be poor; I am deeply proud of the collection of skills I have honed to survive the violence of poverty, and I would love to use them in service to our school district.

I am part of a household that experiences multi-generational disability. I am certified disabled by the state of Minnesota, and I have a child with the same designation. He is a kindergarten student enrolled in Minneapolis Public Schools and began receiving special education services at age two. Advocating for educational access and inclusion for my child—whose needs are significant and global—has been exhausting and devastating. The system is broken in so many ways. It is inequitable in so many ways. It is inaccessible in so many ways. Circumstances like these are one reason that part of the legacy of disabled people is the ability to innovate solutions for access. We have always done this. I believe I can bring this unique skill set to the Board, along with my considerable knowledge of and passion for special education.

I am queer and transgender. I came out for the first time as a teen while matriculating through Minneapolis Public Schools myself. While attending South High School, I was heavily involved in and benefitted from LGBTQIA+ student support groups, school-based mental health supports, and other equity programming I needed as a queer student. As many states in our country face wave after wave of legislative proposals that repeal rights and endanger lives of trans and gender nonconforming children and adults, and as we navigate our own local threats to the well-being of our students, it is important to include LGBTQIA+ voices and perspectives across leadership bodies.

In addition to the skills directly resultant of struggling and persevering as a multiply marginalized person, I offer particular strengths in the areas of systems analysis, relationship-building, and perspective-taking. I have experience working for equity and access with a network of community partners across public, private, and nonprofit sectors. My work and life experience has taught me the value of balancing conviction and humility, and always equally demonstrating both.

Why do you want to be appointed to the School Board?

My life requires me to continually access systems: the welfare system, the Medicaid system, the special education system, the public housing system to name a few examples. This constant system exposure has deepened my understanding of the vast inequities experienced by folks in systems, particularly Black Indigenous People of Color (BIPOC).

Seeking to navigate the special education system in MPS has revealed failure after failure; time and time again schools struggle to provide even the lowest legally acceptable threshold of service to all students. What's more, the system is operationally weaponized to harm BIPOC students in ways white students do not experience. I see this situation iterated over and over again in our district: we fail to meet the needs of nearly all students, but we actively

harm BIPOC students in our policies and practices. I also understand that as a white parent, there are layers of structural harm I am still discovering or not yet aware of. I do know, however, that my white, disabled child cannot be meaningfully included in any classroom or school community where BIPOC students are also not meaningfully included. You cannot write an IEP or Tier 3 Support Plan for inclusion. The onus to be included can't be on the student. The onus must be on the system.

Inclusive education is about so much more than making sure there is representation in the classroom, or that all students have enough access to get through the door. While those things are essential, Inclusive education is what happens after every student has gained access, and it's what happens before the first student ever arrives. In the words of Dr. Katie Novak, an education consultant with expertise in Universal Design for Learning, inclusive education is "inclusive placement—every student in classrooms together and all classrooms with rich variability; equal opportunity to access information, use materials, share what they know; accessible; engaging; culturally and linguistically appropriate and sustaining; trauma-informed; anti-racist."

I mean to echo and amplify these priorities for all students in Minneapolis, and to add that we remain in a crisis state pertaining to equitable access to science-based literacy instruction. I had to fight to get literacy goals into my child's IEP, and I know it is because children with significant intellectual and developmental disabilities have historically not been taught to read. Our policies and practices may have changed on paper, but our collective belief gap is still creating unacceptable literacy disparities for many of our most underserved students. We need to address both our instructional practice, and the dismantling of our embedded culture of underestimating BIPOC and disabled students. I know what my child is capable of; I know what our children are capable of.

As a district, through our school board, we are now tasked with searching for and selecting superintendents, and with making very difficult decisions about

our buildings, educators, and budgets. If selected for this seat, I would bring all my personal lenses to that work, with a commitment to center the needs of BIPOC students. Students of color in Minneapolis have continually had their voices, experiences, and access to education deprioritized and denied. Focusing our efforts on changing this reality through—not adjacent to—the demands ahead of us is not only an ethical imperative, it is strategically wise. When students of color get and do better in Minneapolis, all students get and do better in Minneapolis.

I heard an organizer friend of mine say recently, “There is no such thing as other peoples’ children.” The heartbreak I have experienced fighting for educational access for my child and failing despite all of my best and strongest efforts has made me unable ignore that reality for any student in our district. There are a lot of ways for a kid to hear, “You don’t belong here.” I am committed to uncovering and interrupting every one of them, one by one, for however long it takes. That’s why I want to be appointed to the School Board. These are all our children, and we all belong here.

Do you plan to run for the seat in the 2022 election?

Yes

Name: Kate Winter

What experiences and skills would you bring to the School Board?

I have extensive, diverse experiences in leadership in a variety of industries ranging from non-profit work to healthcare. I thrive in environments requiring tough decision-making and collaboration.

As Board Secretary for Foundation for Essential Needs, a Minneapolis-based non-profit dedicated to reshaping the hunger relief system in Minnesota, I:

- focused the board to articulate key important initiatives for the next three years as a member of the Strategic Planning subcommittee
- led the search, interview, and evaluation process for new Board Members
- review and evaluate financial reports and projections to ensure organization health
- am currently drafting a standard procedure for performance evaluation of our Executive Director as Chair of the Governance Committee

Additionally, I have a breadth of experience leading diverse teams toward successful outcomes. Some examples are listed below.

- Built relationships with parents and coaches as head of Washburn High School Volleyball Booster Club, creating a cooperative environment with parties having different priorities and opinions
- As a member of AFSCME Council 5, I led a successful initiative for all workers to have equal opportunity to secure valuable, in-demand overtime shifts
- Collected feedback from Special Olympics Minnesota coaches, athletes, and volunteers to organize inclusive large-scale events
- Created a framework for volunteer management for World Central Kitchen in Przemyśl, Poland while serving meals to Ukrainian refugees as they cross the border into Poland
- Drafted, reviewed, edited, and approved system policies as a department representative for Fairview Pharmacy Services Policy Committee

In each of these experiences, I successfully led diverse groups through transitions, changes, and tough decisions. I champion empathetic change management which means that each person experiences change differently, and a successful outcome means people feel heard and have an understanding of the final decision. I enjoy tackling tough challenges as a team by listening to diverse viewpoints and leading collaboration to focus the group on the common goal.

Why do you want to be appointed to the School Board?

Being raised by a family of teachers instilled in me at a young age the value of public education. I currently have two kids in Minneapolis Public Schools and want to see the organization thrive. I believe deeply in MPS’s mission to ensure that all students learn, and the promise to provide an inspirational educational experience in a safe and welcoming environment. Carrying out that promise relies on a governing board of critical thinkers grounded in the belief that organization sustainability needs to be at the forefront of decision-making.

This district is full of educators, parents, administrators and school board members who care deeply about providing the best environment in which to teach and learn. I look forward to an opportunity to add to this growing list of people working to move MPS forward!

Do you plan to run for the seat in the 2022 election?

Yes

Name: Lynne Crockett

What experiences and skills would you bring to the School Board?

I bring more than fifty years of experience, on the ground, in communities (Northside and Southside) in a variety of capacities. I have built many trusting generational relationships; with families. I have been actively involved, as a grandparent, employee or volunteer since 1995.

As a liaison (bridge to communication) for the District, I was a bridge between school communities and MPS. I have sat on many site councils and understand that no two schools needs are the same. In another part of my life I was a paralegal, worked for the Spokesman-Recorder, Asst Dir of a Halfway House for High Risk Multiple Offenders, male, to name a few I've seen where it starts and also where it ends when it doesn't work.

Why do you want to be appointed to the School Board?

Speaking to some of the above, when I was at the halfway house in the 70's, one of my clients called me at lunchtime. He wanted to thank me for all my help, but wanted me to know; by the time they get to the halfway house it's too late . I asked him to come in and talk. He told me "you have to catch us much younger, before we are institutionalized. He then, proceeded to and rob a bank with a can of shave cream. It broke my heart, he called to let me know it's not my fault before he did it. I couldn't help him. I changed my direction and have been working with youth ever since then. I'd like to be part of giving our students and families hope that things are going to get better, schools that actually serve students not adults. I believe, I bring an entirely different perspective because of my considerable age and life long experiences that resemble those of many of our families.

Do you plan to run for the seat in the 2022 election?

No

Name: Dave Adams

What experiences and skills would you bring to the School Board?

As a devoted sole parent of two MPS students and sole operator of a 13-Year Tutoring Business in Southwest MPLS, I am deeply passionate about the POWERS of Education. POWERS = Personal + Open + Willful + Expansive + Raw + Sustainable. Belief in these attributes has authentically enhanced my ability to team with Students and their Families to optimize quality of Learning. Having directed hundreds of personal student success stories, I've retained extensive notes as to what motivates academic achievement.

Accounting for my experience and ongoing interest in an enlightened community at-large, I believe firmly in the opportunities that a properly directed Education System has the potential to provide. I've consistently prioritized Receptive and Responsive Communication as a means to guide student development. I sincerely wish to apply my abilities in this capacity to represent and advocate for an MPS that continually seeks to validate the needs of its students.

Since my own adolescent years two decades ago, life has undoubtedly provided me with an abundant symphony of challenge and resilience. Each heavy blow, full force in its complexity, has driven me to Learn, Adapt, and Fight for a life enriched with meaning and direction. With all the passion and awareness I hold, I simply can't accept my kids (or anyone's kids) growing up in MPS as we see it Today. Whatever role I am able to provide as a prospective MPS Board Member, I am assured of both my commitment and purity of motivation.

Why do you want to be appointed to the School Board?

Trust and Accountability in MPS Leadership have evaporated, perhaps more now than ever, as a consequence of policy operations that have continually impeded students' academic experience. Education success can't be

achieved directly with Board Policies, rather it relies primarily on the Relationships and Mentalities of Students, Teachers, and Parents. With a core Paradigm shift, I see MPS Leadership on the front lines of a concentrated effort to nurture and uplift these Relationships and Mentalities.

From my experience, it's easy to differentiate the Psychology of School from the Psychology of Learning. Schools at-large in this country are heavily burdened with structures that narrow potential for some and instill failure for others. Limited Choice, Lack of Direction, and Misguided Pressure all characterize the toxic environment of School for a majority of students. In remarkable contrast... Natural Interest, Freedom to Discover, and Unrestrained Motivation all characterize the thrilling sensation of Actual Learning.

An acronym I have as an Educator myself represents the Process of Honest LEARN-ing... LEARN = Listen + Engage + Apply + Review + Navigate. It's obvious that several Teachers in MPS (whose students I have tutored) embrace similar diligence in their craft. They have connected, nurtured mutual trust, and built a rewarding atmosphere for students with enduring impact. Such Teachers deserve recognition, and I see a role of MPS Leadership to minimize any disruption to their abilities on behalf of students. Seeking out these Teachers and collaborating with them also holds potential to evolve philosophy on education itself.

If we as a community can establish Emphatic Goals for Students' Learning and dramatically improve opportunities to achieve such goals, the entire Culture of School itself would finally trend toward its claim of purpose. Test Scores, Enrollment Stats, and Graduation Rates have little to do with bridging the gap between the Two Psychologies (School vs Learning). That said, if our Direction of Education shifts its Focus accordingly, evidence strongly suggests that all these figures will trend as desired all the more.

Authentically Diverse as Minneapolis is, recent efforts to improve Diversity in schools have clouded and cheapened the essence of its true meaning.

People are fundamentally complex beings, regardless of Race, Gender, Faith, Ethnicity, or Sexual Orientation. Though each is a worthy element of an individual's background and experience, none tap into the real Depth of Diversity that a Dynamic Education can access and cultivate. Simply put, Students of All Backgrounds have subtle distinctions that often clash with rigid curriculum and expectations for compliance.

Curriculum is commonly presented as "What will Classes Cover?" I believe it's essential to instead embrace a mentality for "What will Students Discover?" Even students who excel with impeccable academic records are prone to significant lapses in their perspective of the world for which they are supposed to prepare. Grades alone do not comprehensively quantify the Effectiveness of Students' Learning. As a devoted piece of this MPS Leadership Team, I sincerely intend to provoke worthy, accountable efforts to enhance the enduring value of Education within and beyond our community.

Do you plan to run for the seat in the 2022 election?

Yes

Name: Anastasia Flemming

What experiences and skills would you bring to the School Board?

Being an involved parent of six MPS scholars

PTA president for five years and counting at Anishinabe Academy

Foster parent for 6years giving me the knowledge of how Hennepin county social service system works for BIPOC parents and children

Along with being a parent and foster parent I have learned to advocate for special education needs

PCA certificate for 14 years helping disabled persons

Why do you want to be appointed to the School Board?

I have lived on the north side all my life. I have advocated for my children consistently and given the chance will do so for all MPS students. I believe there needs to be more passion in education on the north side but this goes for both sides (students, parents, educator, and administration). I have navigated and advocated my way through Hennepin county and MPS school system for my children. This is a process I know well and there needs to be changes. I believe in engagement, engagement helps everyone involved. I will be the north side voice for change.

Do you plan to run for the seat in the 2022 election?

Yes

Name: Julia Becker

What experiences and skills would you bring to the School Board?

I will be bringing 13 years of public education teaching experience, a love for our public schools, and a strong, professional work ethic to the Minneapolis Board of Education. I obtained my Bachelor of Science from Saint Cloud State University in 2004 and my Master of Arts in Teacher in 2016. I have taught as a special education resource teacher in Saint Paul Public Schools and Minneapolis Public Schools from 2008–2021. I have worked with students from kindergarten through 8th grade in general education and special education settings. During those years I led large multidisciplinary teams at individualized education program (IEP) planning meetings. I have a positive reputation for developing and maintaining supportive working relationships with students and their families. As a special education teacher with full case loads, I successfully juggled all the due process demands to meet or exceed deadlines. I am skilled in interpreting special education laws to support the needs of individual learners. I have professional and technical communication skills. I have successfully taught literacy, mathematics, written expression, social and emotional learning skills. I have a strong knowledge of the K-8 Minnesota Academic Standards, and I have been a member of the Instructional Leadership Teams at two different schools. I have experience teaching a variety of MPS curricula and adapting the curricula to fit the needs of diverse learners. I currently work at Augsburg University as a disability specialist to support equitable access to education for college students with disabilities. Student academic and social/emotional progress has always been at the forefront of my professional decision making.

My experiences teaching in urban districts has given me the opportunity to work with diverse students and families. I have been humbled to learn from people different from myself, and I am committed to learning from and valuing different cultural and family structures. From these experiences I have

learned that the strength of a community lies in its diversity. Diversity in its many forms (i.e. ability, cultural, racial, religious, gender, etc.) is an asset. I have learned that giving a voice to diversity, and asking questions when something is outside of my experiences or knowledge, makes for better informed decision making. When I joined the staff at Augsburg University, I intentionally selected a position working with a diverse student body. I am grateful for the opportunity to continue to learn from the students I work with. I excel at listening to a variety of needs and voices, and finding the mutually agreeable common thread. I am able to deliver desirable and undesirable news with kindness and compassion. I have always worked to gain and maintain the trust of the students and families I have worked with. I will do the same thing with other members of the board and the community we serve.

My personal and professional experiences in education have made me a passionate supporter of public education. I have seen first hand the wealth of resources Minneapolis has in its diverse students, families, and staff. We need careful management of our financial resources to provide exceptional learning opportunities in Minneapolis for all students. I have the appropriate skills, knowledge, and commitment to our students to excel in this position. I would be honored to serve on the Minneapolis Board of Education to ensure our students achieve their greatest potential.

Why do you want to be appointed to the School Board?

I want to be appointed to the School Boards because I care about Minneapolis Public Schools and student. I care about strong public schools that support and enrich all students. I have the right experiences, skills, and disposition to perform this civic duty well. My work with students with disabilities will provide valuable contributions to the policy discussions when deciding how to best support all students. Equitable access to instruction, programs, and communication for all students and families needs to be considered in every conversation, and I can provide that lens in our

discussions. I am committed to listening to comments provided by the community and making decisions for the good of the whole within the parameters of financial responsibility and legal requirements.

I am a parent of two MPS students. My children have attended Dowling Environmental Magnet, Howe Community School, and Sanford Middle School. I have been a member of the Dowling Parent Teacher Organization, and served on various committees at Dowling. I have seen both MPS success and failure stories. There are opportunities to learn from both, in order to make better opportunities for all of our students in MPS.

I pride myself on my ability to be creative and find alternative solutions to problems. My ability to think outside the box will help during these difficult financial times in Minneapolis. We will need fresh ideas in order to represent our values and policies while working within our budget. I am prepared to work hard and do an excellent job for Minneapolis Public Schools.

Do you plan to run for the seat in the 2022 election?

Yes

Name: Karn Engelsgjerd

What experiences and skills would you bring to the School Board?

I parent two young children with my husband and life partner. One child attends an MPS school and the other will. Like every parent, I am deeply committed to their success and well-being. I have a stake in the improvement and success of our district and a vital partnership voice as a parent.

I have the relationship skills needed to navigate the transformations we require – in ourselves, our relationship with each other, and our policies. Through these braids of change, we must prioritize the academic outcomes, mental health, and well-being of our Black, brown, and indigenous students. I know that when we deliver on the promise to these students, every student will benefit. I possess self-awareness, fortitude, a listening ear, a learning orientation, and an ability to know that I would need to be accessible to my community and accountable to our entire city. We have hard conversations ahead of us, and I'm ready to engage and work against my desires for comfort and self-interest. Everyone I know needs some healing right now, and I bring both responsibility and a relational approach.

I bring a love for teaching and learning. I started my career as a fourth-grade teacher and have since spent the last two decades advocating for a system where all kids get what they need to thrive. I have experienced when the system is working at its best and where it could do better for kids. I am a problem-solver and developer: I would honor the work of educators and focus on building conditions for effective programs and pathways for students while also partnering with the community and families. I believe we are responsible for educating children in an equitable, inclusive, challenging, and racially diverse district community.

Why do you want to be appointed to the School Board?

This work is urgent, and the time is now. Students and their families cannot wait. Our educators need support. And it is going to take time to rebuild trust and align on the future of MPS. We are interdependent, and we need to use this moment to act on this knowledge.

Do you plan to run for the seat in the 2022 election?

Yes

Name: Jatou White

What experiences and skills would you bring to the School Board?

I come with no non profit board experience. Having served on two community leaders organizations as chair, secretary, and community liaison. More importantly I have spent the last decade helping people, and organizations build trusting authentic relationships.

Why do you want to be appointed to the School Board?

I believe in the public school system, I believe in our students, their parents, and the educators. However we have been struggling to retain them, or hold their trust. So while it seems a confusing time to make such a jump, it's also a great time to be creative about what's really possible.

I believe I can help repair, and revitalize Minneapolis schools to a place where kids are excited about learning, families feel safe in the education system, and be a thought partner in how we attract, support, and retain our educators.

Do you plan to run for the seat in the 2022 election?

Yes

Name: Jennifer Davis

What experiences and skills would you bring to the School Board?

Primarily, I work as an adult educator and group facilitator, grounding values-driven conversations in the everyday experiences of contemporary adults who are raising upcoming youth and young humans. In our family, we count on a great community of support to do their part in raising up our beloved 7th grader, including grandparents, aunts and uncles, friends, and yes yes, especially >> the public school system << We live in the gaps and dont believe the hype.

Bi-literate, bilingual español/English

Licensed Parent Educator — Early Childhood Family Education

Systems navigator and child advocate

Board Chair | UMN 10K Family Study

Board member for advocacy | MNAFEE

Board member | Hourglass Perspectives

Early childhood development expert

Early childhood administrator

Facilitator of professional development

Certified CLASSroom observer PreK-3

Won theoretical architecture award for classroom design

Why do you want to be appointed to the School Board?

Simply put, I feel compelled to apply. Not because the hot seat looks like a walk in Mr. Rogers neighborhood, but because of a moral and civic duty to stand in the gaps for children, whether it be to block traffic, interrupt vicious parenting cycles, or to act as interim director of the school board, then so be it.

I apply on behalf of infants, toddlers, preschoolers, families and friends, colleagues, businesses, and community members across the city; we all

seem to be personally, professionally and repeatedly affected by the flailing of the school board and administration, with ~35000 youth and thousands of staff feeling the slow deflation of undignified neglect.

Re: running for 2022 election. TBD

Presently, I serve as co-president of PTA, member of site council and Latino Parent Advisory Council, and form part of coalitions to advance the common interests of communities across the city.

I would want to be appointed in greater service to children and families:

- + Host weekly 'grandparents' hour' to wise up with constituents
- + Attend Site Council and PTA meetings in any school, by request
- + Give voice to youth organizers
- + Communicate openly by email/phone/town hall
- + Attend community events

Do you plan to run for the seat in the 2022 election?

Yes

Name: Steve Richter

What experiences and skills would you bring to the School Board?

I have been involved with MPS for 22 years as a parent/volunteer.

12 years as a member of the Barton Leadership Council

-2 years as the parent co-chair

7 years as the Chairman of the Barton School Foundation

6 years as a member of the South High Site Council

-4 years as the parent co-chair

1 year as a member of the Perpich School library board

Currently in my 4th year as a member of the World's Best Work Force

Throughout my time as an MPS parent, I volunteered in the classroom, on field trips, fundraisers, and multiple committees. Even though I am no longer an MPS parent, I have stayed connected to the district through my work on WBWF.

Why do you want to be appointed to the School Board?

Minneapolis Public Schools is at a very important crossroads right now.

Following the pandemic and distance learning, rollout of the CDD, and the resignation of Superintendent Graff, decisions made in the next few months will determine the path forward. I have been involved with the district long

enough to see 8 different superintendents lead the organization. Each of these leaders had clear ideas and goals. Unfortunately, none of them were

able to fully realize their goals. As a district, we have real problems with declining enrollment and academic disparities, that need to be addressed.

Minneapolis Public Schools needs to determine who we are and what we want to be, irrespective of who is superintendent. I am hoping to be able to

bring some historical perspective on where we have been and some thoughts about what we could become.

Do you plan to run for the seat in the 2022 election?

No

Name: Collin Beachy

What experiences and skills would you bring to the School Board?

I am submitting my application to fill the open board seat left by former Director Josh Pauly. I am doing so because I believe in public education, and I believe in the students and staff of Minneapolis Public Schools. I have been an educator for 25 years, 19 as a teacher. I have worked in the public schools as a general education teacher, special education teacher and coach. I have also served as the Activities Coordinator at two community colleges. I am currently in my 8th year as a special education teacher at Transition Plus, a school for adults with disabilities ages 18-21. I believe the position as a school board director would offer me the opportunity to give voices to those who have been underserved by our society for many years. I am currently the Equity Lead at my school where I am working with our staff and students to provide a more equitable education using a framework rooted in love, and absent of any shaming and blaming for those who have not had exposure and experience working with our students from marginalized populations. Our staff has bought into understanding the importance of the concept of culturally responsive teaching and how it can ensure our students can see themselves within the work they do.

Why do you want to be appointed to the School Board?

I was raised in a small central Minnesota town in a multi-racial family. I graduated from Concordia College in Moorhead, Minnesota with a major in Elementary Education and began my teaching career at Bloomington Public Schools. I spent three years teaching Special Education in Staples, Minnesota followed by a three-year stint as Activities Coordinator at Central Lakes College. The experience of growing up and working in majority white communities has given me a perspective and ability to work across racial lines to find the common good. These skills served me well as I moved to Minneapolis and took the position as Activities Coordinator at Minneapolis

Community and Technical College. I now work for Minneapolis Public Schools as a special education teacher for young adults with disabilities at Transition Plus.

As a public school educator, I understand the importance of having high expectations of myself and my coworkers as we work together to reach a higher level of academic achievement for our students, which, after all, is why we do what we do. One of my greatest strengths is that I have a communication style that is clear, direct, and empathetic which has afforded me the ability to reach out and speak directly with several of the diverse constituencies within our city.

Three years ago, after the death of George Floyd, I realized that, based on my background, I can do more to address the racial inequities in Minneapolis by serving as Equity Lead for my school. Following the teachings of Loretta J. Ross, I am working with our staff to address and bring forth some of the more difficult issues to the forefront and we are doing so leading with love and respect, instead of fear and anger. Meeting people where they are at, rather than where we expect them to be is the basis of our work. Being able to do so within a framework that does not shame, or blame is crucial. Learning to respect and truly listen to those who have differing viewpoints can be difficult, but we are working within a framework that teaches us how to bring people into these discussions rather than calling them out.

Minneapolis Public Schools is going through a difficult period as we speak. There is tension between the district and the union. However, underneath that tension, is the common goal of doing what is best for our students, parents, and teachers as we all travel along our educational journey. When we remember that when many different people with many different thoughts are moving in the same direction, we are creating a movement. The vision I have for Minneapolis Public Schools is to create a movement that will provide a more inclusive and welcoming environment for our students and parents. We, as administration, educators and parents need to be able use the positive

energies and passions we all have for our profession and find ways to work together rather than face each other as adversaries.

During my time as Activities Coordinator, one of my responsibilities was to work the Student Senates to manage and balance their budgets, so I understand and accept the need to maintain fiscal responsibility. The Senate would set their priorities at the start of each fiscal year and plan accordingly. Once the priorities were set, each club and organization needed to present their case to the Senate in order to receive their funding. The total amount of requests coming in each year far exceeded the amount of money the Senate had on hand. It was not easy to not be able to fully fund everyone's priorities, but it was a valuable lesson for myself as well as the student leadership to understand you cannot spend what you do not have.

Growing up as a gay, black man in majority white communities has given me an understanding of the importance to have curriculum that is of the highest standards but is also reflective of the current student population. As Equity Lead, I have led my staff through the process of implementing their lessons through a culturally responsive model. This model has the teachers examine their lessons and include 5 additional concepts. In addition to the skills and intellect presented in the curriculum, teachers are asked to consider student identities and what we want them to learn about themselves within the lessons while also including elements of joy. The overall goal is to engage in understanding how power, equity and anti-oppression can oftentimes play a role in our society. Too often during my time as a student, people who looked like me were excluded from textbooks, videos, and presentations. It can give one a sense of being invisible. Working with the district to enact curriculum that is more culturally responsive for our students will be a priority for me moving forward.

I would like to thank you all for taking the time to review my application and for considering me to become a member of the Minneapolis Public Schools' Board of Education. I believe I have the experience, temperament and

fortitude that is necessary to confront the many challenges our students are facing. I look forward to having the opportunity to work together with all you as we continue to progress towards a better future for Minneapolis Public Schools.

Do you plan to run for the seat in the 2022 election?

Yes

Name: Abdullahi Abdi

What experiences and skills would you bring to the School Board?

Because I am a problem solver and thinker, I can devise novel ways to entice top management and prospective pupils. I am a problem solver, thinker, and consensus builder therefore I can come up with unique strategies to attract top management and potential students. I have a bachelor's degree in computer science, which has taught me how to assess situations and apply critical thinking abilities to properly complete any task.

Over the last ten years, I have been a site council and PTO. I've spoken at numerous community meetings, advising district leaders on ways to improve education, recruit students who live in the area but attend schools elsewhere, and boost parent involvement in their children's schools. For the past three years, I've been an active member of the District Parents' Advisory Council. As a DPAC representative, I presided over numerous parent listening sessions, delivering the parents' concerns to MPS administration for resolution.

Why do you want to be appointed to the School Board?

I am passionate about public education, and my five children attend Minneapolis Public Schools in elementary, middle, and high school. MPS is deserving of the finest, and I will continue to strive for it. I'd like to help and serve this school district so that our children have a bright future.

Do you plan to run for the seat in the 2022 election?

No

Name: Meghann Gordon

What experiences and skills would you bring to the School Board?

I have worked in and adjacent to public schools my entire career. I graduated from Smith College ('07) with a degree in English Language & Literature and Education & Child Study. I then received my Master's in Education Leadership from Columbia Teachers College ('09). I spent the next ten years running out-of-school time programming in under-resourced communities in Austin, TX and Minneapolis.

Since moving to Minneapolis in 2014, I have run youth programs (from ages 2-17!) in affordable housing communities in Seward (District 3) and now work managing Reading and Math Corps pilot programs. This work has taken me into schools all over the city and in every MPS District. Managing pilots (or new and emerging programs) has taught me how to partner with schools and educators to meet the needs of their students with creativity and respect for each building's unique needs. Youth work showed me what our MPS students experience and feel each day in a wide variety of schools and helped me learn to listen deeply to caregivers who care passionately about their students' education. Accountability to those caregivers means working to hear their hopes and needs as they are expressed to me in whatever language, emotional state, or mode of communication necessary and making sure that their options are shared as clearly as possible. Partners listen to each other, and that is how I plan to define my relationship with MPS families, students, and educators.

Why do you want to be appointed to the School Board?

I became a Minneapolis Public School parent in the fall of 2018, when my son entered kindergarten. In the intervening four years, MPS has navigated the vote on and implementation of the CDD; COVID closures and remote learning; a three-week teacher and EA strike; and numerous beloved community

members lost to police and gun violence. Each school change, interruption, illness, and death represents a trauma to the MPS community and to the city as a whole. I have witnessed families and school staff working tirelessly to support students through these incalculable losses, only to be met with dismissal and disrespect from the School Board and district leadership.

MPS requires a vision that centers learners and educators; commits to providing the education to which they are entitled; and honors the trauma that we have all suffered, most especially families and educators of color. I believe we can reach this goal, but only by bringing community voice to the district as a valued partner, not an adversary to be overcome. I hope to be appointed to the School Board in order to represent the needs of this community as they are communicated to me by families, students, and educators.

Do you plan to run for the seat in the 2022 election?

Yes

Name: Aron Lipkin

What experiences and skills would you bring to the School Board?

I grew up attending Minneapolis Public Schools and have spent most of my adult life working within and alongside the schools. I served as the Head Coach of the MPS Boys Lacrosse Co-op program from 2007 to 2019 where I worked with student-athletes from virtually every high school in the city. I am also the founder and president of a Minneapolis-based entrepreneurial non-profit organization called Homegrown Lacrosse which specializes in sports-based youth development.

In 1999, I taught my first MPS class as a 10th grader when I was tapped by my health teacher to lead her class in the then little-known sport of lacrosse. In 2007, I built an in-school P.E. program that has worked in approximately 30 Minneapolis Public Schools and many more schools state-wide. I have also developed after-school programs at Lucy-Laney, River Bend, Kenny, Waite Park, Southwest, and Washburn as well as out-school-time programs with around 25 MPRB and St. Paul Parks and Rec Centers.

I have a passion for and experience in youth leadership development, sports-based youth development, program and event development/operations, fundraising, strategic planning, board development, fundraising, budgeting, management, team-building, DEI work, measurement & evaluation, mindfulness, health & wellness, and community building. I am an incredibly hard worker, strategic and futuristic thinker, and experienced leader, I have served on several other boards and city leader-appointed committees. I am also a proud member of the LGBTQIA+ Community.

Why do you want to be appointed to the School Board?

I care deeply about our community and kids, am concerned about the health of our school system, and believe I can help make positive change.

Do you plan to run for the seat in the 2022 election?

Yes

Name: Ruby Hogen-Chin

What experiences and skills would you bring to the School Board?

I am passionate about public education and believe that Minneapolis Public Schools with CDD can be a model to other districts for addressing inequity. My background as a former teacher, working in the education private sector, and presently working at an education nonprofit has given me the skills to communicate with many people with different backgrounds, ideas, and agendas to find common purpose. I plan to leverage my communication, budgeting, and analytical skills to help the School Board achieve its goals.

Why do you want to be appointed to the School Board?

There is no question that it has been rough for Minneapolis Public Schools with the 3 dramatic events of implementation of CDD, COVID, and the strike in one school year. With both of my children attending Minneapolis Public Schools, I have observed first-hand the dedication teachers have made to surmount these challenges. I have also had numerous discussions with neighbors about their decision to leave Minneapolis Public Schools due to CDD. I respect their decision to do what they consider to be best for their children, however, I also believe it is important to show families of Minneapolis that the notion that the need for such a decision is false. The process of bringing equity does not mean lowering quality for others. In truth, it is an opportunity for all of us to share our collective abilities, which is additive for all of us. I would like to be appointed to the School Board so that I can help Minneapolis achieve its vision and prepare our city for a bright future.

Do you plan to run for the seat in the 2022 election?

Yes

Interim Superintendent Contract

This Contract is entered into between the Board of Education of Special School District No. 1 (hereinafter, "School District"), and Rochelle Cox (hereinafter, "Interim Superintendent"), a legally qualified and licensed Superintendent who agrees to perform the duties of Superintendent of the School District.

ARTICLE I: DURATION

This Contract is for the period of July 1, 2022 through June 30, 2023. This Contract shall terminate June 30, 2023 or by mutual consent of the Parties.

ARTICLE II: TERMINATION AND CONTINUED EMPLOYMENT

1. Termination for Cause.

The Interim Superintendent's employment may be terminated during the term of this contract only for cause as defined in Minn. Stat. §122A.40, Subds. 9 or 13.

Except for purposes of describing grounds for discharge, the provisions of Minn. Stat. §122A.40 shall not be applicable. If the School Board proposes to terminate the Interim Superintendent during the Contract term for cause as described in Minn. Stat. §122A.40, Subds. 9 or 13, it shall notify the Interim Superintendent in writing of the proposed grounds for termination. The Interim Superintendent shall be entitled to a hearing before an arbitrator, provided the Interim Superintendent makes such a request in writing within fifteen (15) calendar days after receipt of the written notice of the proposed termination. In such event, the parties shall jointly petition the Bureau of Mediation Services ("BMS") for a list of five (5) arbitrators. The arbitrator shall be selected by the parties through the normal striking process as provided by BMS rules. The arbitrator shall conduct a hearing under normal arbitration procedure rules and issue a written decision. The decision of the arbitrator shall be final and binding upon the parties, subject to normal judicial review of arbitration decisions as provided by law. The Interim Superintendent may be suspended with pay pending final determination by the arbitrator. If the Interim Superintendent fails to request a hearing as provided herein within fifteen (15) calendar days after receipt of the written notice of the proposed termination, it shall be deemed acquiescence by the Interim Superintendent to the School Board's proposed action and the proposed action shall become final on such date as determined by the School Board, and the Interim Superintendent shall have no further claim or recourse.

2. Continued Employment

When this Contract ends, the Interim Superintendent will have the right to return to the position of Associate Superintendent, or other position as determined by the new Superintendent that does not constitute a demotion.

ARTICLE III: LICENSE

The Interim Superintendent shall furnish the School Board, throughout the life of this Contract, a valid and appropriate license to act as Superintendent in the State of Minnesota as provided by applicable laws, rules, and regulations.

ARTICLE IV: DUTIES

The Interim Superintendent shall have charge of the administration of the school district and schools. The Interim Superintendent shall be the chief executive officer of the School District; shall direct and assign teachers and other School District employees under the Interim Superintendent's supervision; shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the School District; shall select all personnel; shall suggest policies, regulations, rules, and procedures deemed necessary for the School District; and, in general, perform all duties of the office of the Interim Superintendent and such other duties as may be prescribed by the School Board within the described job duties herein of the Interim Superintendent. The Interim Superintendent shall abide by the policies, regulations, rules, and procedures established by the School Board and the State of Minnesota. The Interim Superintendent shall attend all School Board meetings and all School Board and citizen committee meetings, serve as an ex-officio member of the School Board and all School Board committees, and provide administrative recommendations on each item of business considered by each of these groups.

ARTICLE V: COMPENSATION

The Interim Superintendent shall be compensated at a salary of \$230,000 annually. The Interim Superintendent shall also be eligible for the following specific benefits during the term of this Contract:

ARTICLE VI: BENEFITS

Except as otherwise provided in this Contract, the Interim Superintendent will receive the leave and benefits as outlined in the Non-Represented Employee Compensation and Benefits Plan

1. Basic Work Year.

The Interim Superintendent's duty year shall be for the entire period of the Contract, and the Interim Superintendent shall perform services on those legal holidays on which the School District is authorized to conduct school if the School Board so determines. The Interim Superintendent shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy.

2. Vacation Leave.

The Interim Superintendent shall have 35 working days of paid vacation at the commencement of the Contract. Upon Contract expiration, the Interim Superintendent shall be entitled to payment for any unused vacation days, accrued and earned. Cash out shall be at a per-day rate.

3. Sick Leave.

The Interim Superintendent shall have 12 days for paid sick leave at the commencement of the Contract. Unused sick leave days shall be paid to the Interim Superintendent upon Contract expiration. Cash out shall be at a per-day rate.

4. Disability.

If the Interim Superintendent is unable to perform regular duties because of personal illness or disability and has exhausted all accumulated sick leave, the School District shall provide additional paid sick leave at a salary equal to 66.67 percent of the Interim Superintendent's regular salary until the expiration of the waiting period for long term disability insurance.

5. Medical Leave.

The Interim Superintendent and School District agree to incorporate by reference and be bound by the provisions of Minn. Stat. §122A.40, Subd. 12 relating to suspension and leave of absence for health reasons.

If the Interim Superintendent is unable to perform regular duties because of personal illness or disability and has exhausted all sick leave credit available or has become eligible for long-term disability compensation and has not been suspended or placed on leave of absence pursuant to Minn. Stat. §122A.40, Subd. 12, the Interim Superintendent shall, upon request, be granted a medical leave of absence up to one year in duration. The School Board may, in its discretion, extend such a leave upon written request. A request for medical leave of absence or extension thereof pursuant to this section shall be accompanied by a written statement from a physician outlining the condition of health and estimated time at which the Interim Superintendent is expected to be able to resume normal responsibilities. The Interim Superintendent, when on medical leave of absence, is eligible to continue to participate in group insurance programs as permitted under the insurance policy provisions, but the Interim Superintendent shall pay the entire premium for such programs as the Interim Superintendent wishes to retain commencing with the beginning of the leave. If medical leave of at least one full year is granted pursuant to this section, the Interim Superintendent voluntarily waives any right to a leave of absence to which the Interim Superintendent might otherwise be entitled pursuant to Minn. Stat. §122A.40, Subd. 12.

6. Health and Hospitalization, Vision and Dental.

The School District shall provide the Interim Superintendent and the Interim Superintendent's dependents with health and hospitalization, vision, and dental insurance coverage under the School District's group plans. The Interim Superintendent agrees to pay the employee share of the cost of such coverage on the same basis as the employee share of the cost of such coverage that is payable by employees who have coverage pursuant to the Non-Represented Employee Compensation and Benefit Plan.

Alternatively, the Interim Superintendent may waive health and hospitalization, vision, and dental insurance individual and dependent coverage upon demonstrating proof of other

coverage. In the event the Interim Superintendent waives coverage, the School District shall provide to the Interim Superintendent an amount equal to the School District's share of the costs ("School District Costs") of the Non-Represented Employee Compensation and Benefit Plan, which shall be paid to the Interim Superintendent in the manner requested by the Interim Superintendent.

7. Life Insurance.

The School District shall provide a group term life insurance plan in an amount two and a half the base salary for the Interim Superintendent, payable to the Interim Superintendent's named beneficiary, at the expense of the School District.

8. Short and Long Term Disability Insurance.

The School District shall provide, at School District expense, short and long term disability insurance coverage for the Interim Superintendent under the School District's group plans.

9. Liability Insurance.

The School District shall provide, at School District expense, liability insurance naming the Interim Superintendent as an insured, along with the School District, in an amount not less than that which is required by law for the School District.

10. Claims against the School District.

The eligibility of the Interim Superintendent or the Interim Superintendent's dependents or beneficiary, for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this section. It is understood that the School District's only obligation is to purchase the insurance policies described herein, and no claim shall be made against the School District as a result of denial by an insurer of insurance benefits if the School District has purchased the policies and paid the premiums described herein.

11. Health Savings Account.

The School District shall make a contribution in the amount of \$2,000 during the term of this Agreement to a health savings account established for the Interim Superintendent. The contribution shall be made within 30 days after the commencement of the Contract.

12. Retirement Plans.

The Interim Superintendent will be eligible to participate in all retirement plans which are available to employees in the Non-Represented Employee Compensation and Benefit Plan. These retirement plans are the State of Minnesota Deferred Compensation Plan (457) and the Special School District 1 403(b) Plan. The School District shall pay the employer match at the statutory maximum amount.

13. Indemnification and Provision of Counsel.

In the event that an action is brought or a claim is made against the Interim Superintendent arising out of or in connection with the Interim Superintendent's employment, and the Interim Superintendent is acting within the scope of employment or official duties, the School District shall defend and indemnify to the extent permitted by law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District herein shall be subject to the limitations as provided in Minnesota Statutes, Chapter 466.

14. Automobile Allowance.

The School District shall provide the Interim Superintendent with a monthly allowance of \$450 for business use of the Interim Superintendent's private automobile, pursuant to Minn. Stat. "71.665, Subd. 3.

15. Conferences and meetings.

The School District shall pay all legally valid expenses and fees for the Interim Superintendent's attendance at professional conferences and meetings with other educational agencies when attendance thereof is required, directed, or permitted by the School Board. The Interim Superintendent shall periodically report to the School Board relative to all meetings and conferences attended. The Interim Superintendent shall file itemized expense of statements to be processed and approved as provided by law.

16. Business Expenses and Support.

The School District shall provide the Interim Superintendent with the technology and related support necessary to carry out the duties in an efficient and effective manner, and the School District shall reimburse all of the Interim Superintendent's reasonable and necessary business expenses incurred in the performance of the duties, including but not limited to a cellular phone and a laptop computer.

17. Dues.

The Interim Superintendent is encouraged to belong to and participate in appropriate professional and educational organizations when such membership will serve the best interests of the School District. Accordingly, the School District will pay the membership dues for professional and educational organizations as are required, directed, or permitted by the School Board. The Interim Superintendent shall present appropriate statements for approval as provided by law.

18. Personal and Professional Activities.

Separate and apart from any other provision in this Contract, the Interim Superintendent may utilize ten (10) working days, without compensation other than honorarium, and engage in personal and professional activities that are not in conflict with School District

duties.

This Contract shall be effective only upon signatures of the Interim Superintendent and the officers of the School Board as a result of proper action by the School Board.

The provisions of this Contract shall be severable, and if any such provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Contract or the application of any provision thereof.

IN WITNESS WHEREOF, I have
subscribed my signature this ____
day of May, 2022.

IN WITNESS WHEREOF, we have
subscribed our signatures this ____
day of May, 2022.

Rochelle Cox
Interim Superintendent

Kim Ellison
School Board Chair

Nelson Inz
School Board Clerk