

Regular Business Meeting

Tuesday, June 13, 2023 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. May 9, 2023 Regular Business Meeting Minutes

3)b. May 16, 2023 Special Meeting Minutes

4) **Public Comments**

5) **Recess**

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

6)a. Superintendent's Update

7) **Policy Committee Report**

7)a. Revision of Policy 5210 (2023-0027)

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
(2023-06-ER-A)

8)a.1.b. Approval of List B personnel matters
(2023-06-ER-B)

8)a.2. Contracts

8)a.2.a. Authorization to contract with
AbsenceSoft (2023)

8)a.2.b. Contract with Achieve Twin Cities
(*College and Career Centers*)

8)a.2.c. Authorization to contract with Al-Maa'uun
Career Services (2023)

8)a.2.d. Authorization to contract with Allovue
Inc.

8)a.2.e. Contract with Arch Language Network
(2023)

8)a.2.f. Authorization to contract with Apple Ford
(2023)

8)a.2.g. Contract with Amerigas Propane PL (2023-
14067)

8)a.2.h. Contract amendment with Canvas Health

8)a.2.i. Authorization to contract with Carahsoft
Technology Corp (2023)

- 8)a.2.j. Authorization to contract with CAREI (Center for Applied Research and Educational Improvement) (2023)
- 8)a.2.k. Contract amendment with Change Inc.
- 8)a.2.l. Final contract amendments with contract alternative schools for the 2022-2023 school year (2023-0039)
- 8)a.2.m. Contracts with contract alternative schools for July 1, 2023 through June 30, 2026 (2023-0038)
- 8)a.2.n. Authorization to contract with Culturally Responsive School Leadership (2023)
- 8)a.2.o. Authorization to contract with Dreambox (2023)
- 8)a.2.p. Authorization to contract with English Learning Center (2023)
- 8)a.2.q. Contract with Ferndale Market LLC (2023-14090)
- 8)a.2.r. Authorization to contract with Follett School Solutions, LLC
- 8)a.2.s. Contract with Indianhead Foodservice Dist. Inc. (2023-14082)
- 8)a.2.t. Authorization to contract with Groves Academy (2023)
- 8)a.2.u. Authorization to contract with Heartland Business Systems (2023) (*Cisco ISE*)
- 8)a.2.v. Authorization to contract with Hillyard Inc. (2023)
- 8)a.2.w. Contract with Indrotec (2023-14086)
- 8)a.2.x. Authorization to contract with Indrotec (2023)
- 8)a.2.y. Authorization to contract with Info-Tech (2023)
- 8)a.2.z. Authorization to contract with International Baccalaureate (2023)
- 8)a.2.aa. Authorization to contract with Illuminate Education (2023) (*FastBridge*)
- 8)a.2.bb. Authorization to contract with Illuminate Education (*eduCLIMBER*)
- 8)a.2.cc. Authorization to contract with Insight Public Sector (2023) (*Microsoft EES Renewal*)
- 8)a.2.dd. Authorization to contract with Insight Public Sector (2023) (*Azure Overage for Microsoft Campus*)
- 8)a.2.ee. Authorization to contract with Insight Public Sector (2023) (*Google Workspace EDU*)
- 8)a.2.ff. Contract with INGCO International (2023)
- 8)a.2.gg. Authorization to contract with Karin's Services, LLC (2023)
- 8)a.2.hh. Authorization to contract with Kendall Hunt Publishing Company (2023)
- 8)a.2.ii. Authorization to contract with Kognity USA, Inc. (2023)

- 8)a.2.jj. Contract with Language Line (2023)
- 8)a.2.kk. Authorization to contract with Lexia (2023) (*Core 5*)
- 8)a.2.ll. Authorization to contract with Lexia (2023) (*LETRS*)
- 8)a.2.mm. Contract amendment with Legal Rights Center (2023-4400001071)
- 8)a.2.nn. Authorization to contract with the Math Learning Center (2023) (*Student Workbooks and Materials*)
- 8)a.2.oo. Authorization to contract with the Math Learning Center (2023) (*Professional Development*)
- 8)a.2.pp. Authorization to contract with Matrix Communications (2023)
- 8)a.2.qq. Contract with Maxim Healthcare Staffing
- 8)a.2.rr. Amendment to contract 2022-4400001418 with Maxim Healthcare Staffing
- 8)a.2.ss. Contract with Mansfield Service Partners Midcon LLC (2023-14081)
- 8)a.2.tt. Contract with Metro Transit (2023-14043)
- 8)a.2.uu. Authorization to contract with Nearpod Contract (2023)
- 8)a.2.vv. Authorization to contract with Newsela Inc. (2023)
- 8)a.2.wv. Authorization to contract with Now Micro (2023) (*Technology Infrastructure, Software, and Services*)
- 8)a.2.xx. Authorization to contract with Now Micro (2023) (*Chromebook & iPad accessories*)
- 8)a.2.yy. Authorization to contract with Open Up Resources (2023)
- 8)a.2.zv. Contract with Pan O Gold (2023-14087)
- 8)a.2.aaa. Authorization to contract with Paragon Development Systems (2023) (*Cisco SmartNET*)
- 8)a.2.bbb. Authorization to contract with Paragon Development Systems (2023) (*HPE Renewal*)
- 8)a.2.ccc. Authorization to contract with Paragon Development Systems (2023) (*Backup Infrastructure*)
- 8)a.2.ddd. Authorization to contract with Project Success (2023)
- 8)a.2.eee. Authorization to contract with Ratwik, Roszak & Maloney
- 8)a.2.fff. Authorization to contract with Riverside Plaza (2023)
- 8)a.2.ggg. Contract with Russ Davis Wholesale Inc (2023-14083)
- 8)a.2.hhh. Authorization to contract with Savvas enVision (2023) (*K-5*)
- 8)a.2.iii. Authorization to contract with Savvas enVision (2023) (*6-8*)
- 8)a.2.jjj. Authorization to contract with Savvas enVision (2023) (*9-12*)

8)a.2.kkk. Authorization to contract with Seesaw

8)a.2.lll. Authorization to contract with Somali Success School (2023)

8)a.2.mmm. Amendment to contract 2023-14131 with Stahl Construction Company

8)a.2.nnn. Contract with Stepping Stone Staffing

8)a.2.ooo. Authorization to contract with Summit Academy (2023)

8)a.2.ppp. Contract with Sunbelt Staffing

8)a.2.qqq. Contract with Titan School Solutions Inc (2023-14091)

8)a.2.rrr. Amendment to contract 2023-14113 with Transit Team Inc

8)a.2.sss. Contract with Urban Debate League/Augsburg

8)a.2.ttt. Contract with Veritiv Operating Company (2023-14084)

8)a.2.uuu. Contract amendment with Washburn Center for Children

8)a.2.vvv. Contract amendment with Watercourse Counseling Center (2022-4400001478-2)

8)a.2.www. Authorization to contract with Wills Towers Watson Midwest Inc. (2023)

8)a.2.xxx. Authorization to contract with Waste Management (2023)

8)a.3. Agreements

8)a.3.a. Memorandum of Understanding with Achieve Twin Cities (2023-0036)

8)a.3.b. Authorizing a lease agreement with the Bilingual Learning Center at Windom (2023-0047)

8)a.4. Resolutions

8)a.4.a. Authorizing 2023-2024 Minnesota State High School League (MSHSL) membership and cooperative team applications (2023-0034)

8)a.4.b. Resolution confirming 2023-2024 school start and end times (2023-0040)

8)a.4.c. Designating the Identified Official with Authority for Education Identity and Access Management (2023-0043)

8)b. Revision and Renaming of Policy 5635 and Adoption of Policy 5637 (2023-0024)

8)c. Approving the 2023-2024 Fiscal Year District Budget (2023-0028)

8)d. Approving the Fiscal Year 2023-2024 Capital Plan (2023-0032)

8)e. Approving the Updated Long-Term Facilities Maintenance (LTFM) Plan and Bond (2023-0033)

8)f. Resolution Authorizing Transfer of Capital Funds (2023-0041)

8)g. Resolution Authorizing Transfer of Capital Funds (2023-0042)

8)h. Resolution Establishing 2023-2024 Board
Priorities (2023-0035)

8)i. Resolution Regarding the Creation of a
Community Work Group on Special Education (2023-
0037)

9) **New Business**

9)a. Draft Superintendent Leadership Profile

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

11) **Adjournment**

**OFFICIAL MINUTES
MINNEAPOLIS BOARD OF EDUCATION (SPECIAL SCHOOL DISTRICT NO. 1)**

**REGULAR BUSINESS MEETING
MAY 9, 2023**

CALL TO ORDER

In accordance with applicable requirements, notice was provided to each member of the Board of Education and to the public not less than three days prior to the meeting. Board members met in a regular meeting in the assembly room at the John B. Davis Educational Services Center (1250 West Broadway Ave. Minneapolis, MN) on May 9, 2023.

Chair Sharon El-Amin called the meeting to order at 5:31 p.m., a quorum being present.

ROLL CALL

Present: Directors Abdul Abdi, Sharon El-Amin, Fathia Feerayarre (arrived after roll call at 5:45pm), Adriana Cerrillo (arrived after roll call at 6:30pm), Lori Norvell, Ira Jourdain, Collin Beachy, Kim Ellison, Joyner Emerick (9); Ex Officio members Interim Superintendent Rochelle Cox, Student Representative Halimah Abdullah (2)

Directors Absent: (0)

APPROVAL OF AGENDA

Beachy moved to approve the agenda.

On a voice vote, the motion was adopted with the following result:

Aye: Abdi, Feerayarre, Cerrillo, Norvell, Jourdain, Beachy, Ellison, Emerick, El-Amin (9)

Nay: (0)

Abstain: (0)

Absent: (0)

ACCEPTANCE OF MINUTES

Norvell moved to approve the minutes from the April 11, 2023 meeting.

On a voice vote, the motion was adopted with the following result:

Aye: Abdi, Feerayarre, Cerrillo, Norvell, Jourdain, Beachy, Ellison, Emerick, El-Amin (9)

Nay: (0)

Abstain: (0)

Absent: (0)

PUBLIC COMMENTS

Comments were heard from members of the public.

RECESS

A ten-minute recess was taken.

REPORTS AND RECOMMENDATIONS FROM THE SUPERINTENDENT OF SCHOOLS

Interim Superintendent Rochelle Cox and staff provided updates and presentations on the following topics:

- Superintendent's Update
- Fiscal Year 2023-24 Budget Presentation
- 2022 Graduation Rates Data Review
- High Dosage Tutoring Update

No votes or action was taken on these informational/discussion items.

POLICY COMMITTEE REPORT

Policy Committee Chair Norvell provided the committee's report, which included a first reading of the proposed Revision and Renaming of Policy 5635 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse) and Adopting Policy 5637 (Mandated Reporting Of Maltreatment Of Vulnerable Adults).

ACTION ITEMS BY THE BOARD OF EDUCATION

Approval of the Consent Agenda

Abdi moved to approve the consent agenda, which included the following items:

- Approval of List A personnel matters (2023-05-ER-A)
- Approval of List B personnel matters (2023-05-ER-B)
- Amendment to contract 2023-4400001390 with BergankKDV
- Authorization to contract with Genesis Consulting
- Contract with iDreamTV (2023-4400001707)
- Amendment to contract 2023-4400001422 with iFixYouri Corp.
- Authorization to contract with Now Micro
- Amendment to contract 2023-14062 with Pope Architects

- Contract with Scholastic Inc
- Amendment to contract 2023-14037 with Sheehy Construction
- Contract with Seon Design USA Corp (2023-14073)
- Contract with Toshiba (2023-4400001704)
- Contract with Trane Co (2023-14071)
- Amendment to contract 2022-4400001478 with Watercourse Counseling Center
- Authorizing a Temporary Construction and Access Easement at Washburn (2023-0031)
- Resolution to Approving Equal Treatment in Transporting Students Funding to Non-Public Schools (2023-0029)
- Resolution Supporting the 2023-2024 Minnesota GreenCorps Member Host Site Application (2023-0030)
- Appointment of Director Joyner Emerick to the City of Minneapolis Planning Commission for the remainder of the 2023 calendar year

On a voice vote, the motion to approve the consent agenda was adopted with the following result (applied to all consent agenda items):

Aye: Abdi, Feerayarre, Cerrillo, Norvell, Jourdain, Beachy, Ellison, Emerick, El-Amin (9)
 Nay: (0)
 Abstain: (0)
 Absent: (0)

Revision of Policy 3440: Inventories (2023-0023)

Norvell moved to approve the revision of Policy 3440: Inventories.

On a voice vote, the motion was adopted with the following result:

Aye: Abdi, Feerayarre, Cerrillo, Norvell, Jourdain, Beachy, Ellison, Emerick, El-Amin (9)
 Nay: (0)
 Abstain: (0)
 Absent: (0)

NEW BUSINESS

Resolution Regarding the Creation of a Community Work Group on Special Education

Emerick introduced their Resolution Regarding the Creation of a Community Work Group On Special Education. No votes or action was taken on these informational/discussion items.

REPORTS FROM BOARD OF EDUCATION DIRECTORS

The following directors and student representatives provided reports:

- Ellison

- Norvell
- Jourdain

ADJOURNMENT

Without objection, Chair El-Amin adjourned the meeting at 9:59 p.m.

DRAFT

Secretary Notations:

- Minutes submitted by Ryan Strack, Assistant to the Superintendent and Board
- Meeting materials:
<https://meetings.boardbook.org/Public/Agenda/1807?meeting=579444>
- Minutes approved: DATE APPROVED (*applied upon approval*)

Attachments: (*added upon approval of minutes*)

- Draft resolutions from the policy committee report
- Resolution 2023-0029, Approving Equal Treatment in Transporting Students Funding to Non-Public Schools
- Resolution 2023-0030, Supporting the 2023-2024 Minnesota GreenCorps Member Host Site Application
- Resolution 2023-0023, Revising Policy 3440: Inventories

Approvals:

Sharon El-Amin, Chair

Lori Norvell, Clerk

**OFFICIAL MINUTES
MINNEAPOLIS BOARD OF EDUCATION (SPECIAL SCHOOL DISTRICT NO. 1)**

**SPECIAL MEETING
MAY 16, 2023**

CALL TO ORDER

In accordance with applicable requirements, notice was provided to each member of the Board of Education and to the public not less than three days prior to the meeting. Board members met in a regular meeting in the assembly room at the John B. Davis Educational Services Center (1250 West Broadway Ave. Minneapolis, MN) on May 16, 2023.

Chair Sharon El-Amin called the meeting to order at 6:00 p.m., a quorum being present.

ROLL CALL

Present: Directors Abdul Abdi, Sharon El-Amin, Fathia Feerayarre, Lori Norvell, Ira Jourdain, Collin Beachy, Kim Ellison, Joyner Emerick (9); Ex Officio members Student Representative Halimah Abdullah, Student Representative Abdihafid Mohamed (2)

Directors Absent: Adriana Cerrillo (1)

APPROVAL OF AGENDA

Beachy moved to approve the agenda.

On a voice vote, the motion was adopted with the following result:

Aye: Abdi, Feerayarre, Norvell, Jourdain, Beachy, Ellison, Emerick, El-Amin (8)

Nay: (0)

Abstain: (0)

Absent: Cerrillo (0)

REPORTS AND DISCUSSION

The board had a discussion about the superintendent search timeline and process.

No votes or action was taken on these informational/discussion items.

ADJOURN TO CLOSED SPECIAL MEETING ON SURPLUS PROPERTIES

Beachy moved to close the meeting as permitted by Minnesota Statutes Section 13D.05 subd. 3(c), to develop or consider offers or counteroffers for the purchase or sale of real property, including Gordon School (2220 North 16th Ave.), Tuttle School (1042 18th Ave. SE, and Willard School (2220 North 16th Ave).

On a voice vote, the motion was adopted with the following result:

Aye: Abdi, Feerayarre, Norvell, Jourdain, Beachy, Ellison, Emerick, El-Amin (8)

Nay: (0)

Abstain: (0)

Absent: Cerrillo (0)

RECESS

At 7:22 p.m., El-Amin called for a ten-minute recess after which the closed meeting would reconvene in room L2-305.

DRAFT

Secretary Notations:

- Minutes submitted by Ryan Strack, Assistant to the Superintendent and Board
- Meeting materials:
<https://meetings.boardbook.org/Public/Agenda/1807?meeting=583170>
- Minutes approved: DATE APPROVED (*applied upon approval*)

Attachments:

- None

Approvals:

Sharon El-Amin, Chair

Lori Norvell, Clerk

DRAFT

SECTION 1:**AMENDMENT** “Policy 5210: Student Personal Electronic Devices” of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

AMENDMENT

Policy 5210: Student Personal Electronic Devices

1. **PURPOSE**

The primary purpose of the district is to educate students. Education is to prepare them for post-secondary pursuits such as college or careers, and life as an adult. ~~Increasingly~~ ~~s~~Success both in college and in careers ~~depends on~~requires appropriate use of ~~available~~ technology. ~~Increasingly students have access to existing and emerging technologies through personal electronic devices.~~ Appropriate guided use of these devices may enhance the educational experience and should be aligned with the academic goals of the classroom, social and emotional skills schools integrate into their climates and cultures. Age-appropriate private use of these devices that does not interfere with the educational process should be permissible. The purpose of this policy is to establish the parameters for the possession and use of personal electronic devices that are capable of ~~transmitting~~sharing or receiving data or images. The District continues to have high expectations for student behavior in the use of such devices permitted under this policy. ~~Personal electronic devices can be a powerful educational tool, but possession and use of personally owned devices at school is a privilege, not a right.~~

2. **GENERAL STATEMENT OF POLICY**

- a. High ~~S~~school students may ~~have~~possess personal electronic devices with them at school, or at non-public school events off campus. ~~Unless the device is being appropriately used under 2.B below, the student shall secure the personal electronic device either out of sight or holstered and turned off.~~
- b. High School student use of personal electronic devices is limited to:
 - i. Before and after the regularly scheduled school day;
 - ii. During the student’s scheduled lunch period;
 - iii. During passing time between classes;
 - iv. During class as established by classroom norms set forth by the students and the teacher ~~time when the classroom teacher permits the use for educational purposes only~~; and
 - v. During the school day by permission from the school principal or principal’s designee for personal purposes.
- c. Students in grades 6-8 may ~~posses~~have personal electronic devices with them at school or at non-public school events off campus. ~~Unless the device is being appropriately used under 2.D. below, the student shall secure the personal electronic device out of sight, or holstered and turned off.~~
- d. Students in grades 6 - 8 may use personal electronic devices under the

following conditions:

- i. Before and after the regularly scheduled school day;
 - ii. During class time when the classroom teacher specifically permits the use for educational purposes only; and
 - iii. During the school day by permission from the school principal or principal's designee for personal purposes.
- e. Students in grades K- 5 may ~~possess~~have personal electronic devices with them only upon request of the student's parent or guardian and with the permission of the principal. The device must be kept out of sight and turned off except when being used appropriately under 2.F. below.
- f. Students in grades K-5 who have obtained permission to ~~possess~~have a personal electronic device at school or at non-public school events may use it under the following conditions:
- i. Before and after the regularly scheduled school day;
 - ii. During the school day with the express permission of a classroom teacher for educational purposes only; or
 - iii. During the school day with the permission of the principal or principal's designee for personal purposes.
- g. Students bring personal electronic devices to school at their own risk. The District assumes no liability for loss, theft, damage, nor liability for any unauthorized use of an electronic device. If a device is confiscated ~~under this policy~~, no responsibility for the safety or security of the device is guaranteed.
- h. Students may not during school or at non-public school sponsored events employ the photographic, videographic, audio recording or reproduction capacity of any electronic device for the purposes of photographing, video capture, recording or reproduction of the same of any student or staff person without the express consent of the staff person, or under the supervision of a teacher or administrator. This section applies at all times while on school premises including school buses or at non-public school sponsored events, regardless of the location.
- i. Under no circumstances may personal electronic devices be used in locker rooms, restrooms or rooms designated for changing clothing.

3. STANDARDS FOR RESPONSIBLE USE

- a. Students who ~~are permitted to~~ use personal electronic devices during instructional time shall exhibit respect for the educational environment by:
 - i. Following established classroom norms set forth by the students and the teacher for ~~classroom teacher instructions for classroom~~ use;
 - ii. Using devices only as they do not distract from the educational process or disturb other students;
 - iii. Respecting copyright rights of others;
 - iv. ~~Refraining from~~Not using devices to cheat or ~~assisting~~help others to cheat.
- b. Use of personal electronic devices on school buses shall not interfere with the safe operation of the bus, or the safety of students or driver.
- c. At public events, students may use personal electronic devices to photograph,

videograph, or record the audience. Events that do not involve copyrighted materials may be recorded.

- d. Students will respect the privacy of others and will not post or upload pictures or recordings taken during school or at non-public school events of others to the internet nor e-mail pictures or recordings to others without the express advance permission of the persons in the photograph or recording.
- e. Use of personal electronic devices is also subject to other District policies regarding copyright, bullying, cheating, harassment, plagiarism, acceptable use of the internet and District e-mail. If a violation occurs which involves more than one District policy, consequences for each policy may apply.

4. CONSEQUENCES FOR VIOLATIONS

a. ~~Failure to keep a device off or appropriately secured~~Inappropriate student use of a personal electronic device.

- i. Student use of the devices in classrooms or during instructional time should be guided by the use of classroom norms set forth by the students and teacher. The teacher is responsible for outlining that protocol at the onset of the class during that school year or period.
- ii. Consequences for student violation of outlined norms will follow student behavior guidelines as outlined in Regulation 5200A: Classification of Behavior and Responses and other applicable regulations.
- iii. ~~At the first infraction, the staff person shall require the student to secure the device and turn it off. The staff member may require the student not to respond to a call. The student will be reminded as to the consequences for failure to keep the device off and appropriately secured.~~
- iv. ~~At a second infraction, the staff person shall confiscate the device and turn it in to the school office, where the student may retrieve it after the close of classes for the day.~~
- v. ~~At a third infraction, the staff person shall confiscate the device, notify the parent or guardian, and turn it into the school office where the parent or guardian may retrieve the device. The principal or principal's designee may elect to return a device to a student. The parent will be notified of the consequence of an additional infraction.~~
- vi. ~~At a fourth infraction, the student will forfeit the privilege to possess or use a personal electronic device at school.~~

b. Inappropriate use of a device

- i. ~~At the first infraction, the staff person shall confiscate the device, turn it into the office, inform the parent or guardian of the infraction, and reeducate the student on appropriate use. The student may be subject to other disciplinary actions based on the circumstances of the infraction.~~
- ii. ~~At the second infraction, the student will forfeit the right to possess or use a personal educational device at school without the express permission of the principal or site administrator. The student may be~~

~~subject to other disciplinary actions based on the circumstances of the infraction.~~

~~iii. If any infraction is a violation of law, school authorities will notify the appropriate law enforcement agency.~~

5. RESPONSIBILITY

- a. The Superintendent is authorized to promulgate regulations to implement this policy.
- b. This policy shall be reviewed on an annual basis ~~on an annual basis~~ to assure that use of personal electronic devices remains consistent with providing an appropriate educational environment for all students.
- c. Classroom teachers are responsible for guiding appropriate use of student personal electronic devices in their classrooms and while students are under their supervision. Teachers shall not require the use of personal electronic devices for purposes of learning or completion of class requirements. Teachers are responsible for reporting inappropriate use.
- d. Students are responsible for the safety and security of any personal electronic device brought to school. Students are responsible for the appropriate use of any device brought to school. Students are responsible for reporting inappropriate use to their teachers, administrators or other school staff.
- e. Parents are responsible to work with school principals to identify those situations where exceptions to use or possession policy is necessary to secure the health or safety of their children, and to participate in creating a plan for appropriate use under their family circumstances within the educational environment. Parents are responsible to reinforce the appropriate use of personal electronic devices by their children.
- f. The Principal, supported by the District's Communications Department, is responsible for communicating this policy to all community stakeholders including students, staff, families, and partners ~~school staff, and to all students.~~

Original Adoption:

08/23/2011

Revision Dates:

8/17/2015

MPS Policy Cross References:

- Policy 5200 (Behavior Standards and Code of Conduct)
- Policy 5201 (Bullying and Hazing Prohibition)
- Policy 4002 (Harassment and Violence Prohibition)
- Policy 5635 (Reporting Maltreatment of Minors and Vulnerable Adults)
- Policy 5680 (Search of Students/ Lockers/ Desks/ Motor Vehicles)
- Policy 6680 (Safety, Security and Emergency Preparedness)

Equity Considerations for Policies

Student Personal Electronic Devices Policy 5210

April 2023

Policy Sponsor: Shawn Harris-Berry

MPS Equity and Diversity Policy 1304

“The Board of Directors, Superintendent and staff commit to conducting an Equity and Diversity Impact Assessment on *all future policies that have a significant impact on student learning and resource allocation*. This commitment also includes conducting assessments on *policies that are periodically reviewed and updated* through the policy development process that have a significant impact on student learning and resources allocation.”

Identify Your Policy Recommendation

Use the space below to identify your policy recommendation as either **1) an existing policy requiring no changes, 2) current policy with needed revisions, 3) current policy needing a repeal; policy no longer needed, 4) current policy needing a repeal; subsume some parts into other policies, or 5) a new policy.**

Current policy with needed revisions

Recommended Policy Change

Provide a brief description below of the policy recommendation. If you have supporting documents, you may provide the URL for the EDIA Team to access your recommendation or attach the supporting documents in an email when you submit this document to the EDIA team.

Current Policy

If applicable, use the space below to summarize what the current policy states. Provide the URL for audiences to read the full board policy. If this is an existing policy with no changes needed, state that below.

<https://mps.municipalcodeonline.com/book?type=policies#name=Policy 5210: Student Personal Electronic Devices>

Recommended Policy Change

If applicable, use the space below to summarize the recommended changes to the existing policy. If this is an existing policy with no changes needed, skip this question.

- In general, update language to reflect current practices.
- Removed language around disciplinary action.

- Added in language to ensure student-teacher collaboration in developing personal electronic usage in the classroom.

Additional Information

Use the space below to share additional information or context about the policy recommendation.

N/A

Meaningful Inclusion of Diverse Perspectives on the Policy Recommendation

Describe the ways in which you’ve worked to ensure that you have meaningfully included diverse perspectives from internal and external stakeholder groups in the policy recommendation process.

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

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

Internal Engagement including staff	External Engagement including students, families, and community members
<ul style="list-style-type: none"> • Principal Forum reviewed and discussed with the Forum Executive Board, April 10, 2023. The president will share with their Forum constituents. • ED of Climate and Equity Dec 2022, March 23 • ED of Communications Dec 2022, March 23 • ED of Engagement Dec 2022, March 23 • Associate Superintendents Dec 2022, March 23 	<ul style="list-style-type: none"> • DPAC April Meeting (Canceled) • Student Council Citywide April 17, 2023 • MFT—received a copy of the policy revisions via email from Senior Leader Candra Bennett for feedback.

Identify the Current Problem

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

Student personal electronic use in the classroom, based on the existing policy, is determined solely by the teacher. Potentially negatively impacting students academic performance as well as classrooms and buildings culture and climate.

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

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

Root Causes or Factors (within MPS' locus of control)	Root Causes or Factors (outside of MPS' locus of control)
The policy needs to be updated to reflect current practices	N/A

Equity Consideration if the Policy Recommendation is Approved/Implemented

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

N/A

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

Group(s) Positively Impacted	How the Approved Recommended Policy will Positively Impact the Group(s)
All students	Allows student-teacher collaboration in developing personal electronic usage in the classroom.

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

Group(s) Negatively Impacted	Mitigation Plan
None	N/A

Additional Information and Considerations

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

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Minneapolis Public Schools

List A: All Employees: Tuesday, June 13, 2023

Hiring - Licensed

Kristen Andersen	Early Contract Hires	Teacher, Special Education	4/3/2023
Teaira Andersen	Early Contract Hires	Teacher, Special Education	4/3/2023
Ella Brown	Early Contract Hires	Teacher, Special Education	4/3/2023
Conor Fitzpatrick	River Bend Education Center	Teacher, Physical Education	5/8/2023
Melissa Glavas	Early Contract Hires	Teacher, TOSA General	4/3/2023
Jane Gottfried	Early Contract Hires	Teacher, TOSA General	4/3/2023
Bhasker Jakkula	Early Contract Hires	Teacher, English Second Language	4/3/2023
Eleanor Karr	Early Contract Hires	Teacher, Elementary	4/3/2023
Abbey Korba	Teaching & Learning	Teacher, TOSA General	5/15/2023
Melissa Lowell	Early Contract Hires	Teacher, English Second Language	4/3/2023
Ann Matthews-Baussion	Early Contract Hires	Teacher, TOSA General	4/3/2023
Callen Mcinnes	Early Contract Hires	Teacher, TOSA General	4/3/2023
Nicole Mollet	Early Contract Hires	Teacher, World Languages (Spanish)	4/3/2023
Nafeesah Muhammad	Early Contract Hires	Teacher, TOSA General	4/3/2023
Lorena Pena	Green Central Elementary	Teacher, World Languages (Spanish)	5/24/2023
Jennifer Pierson	Early Contract Hires	Teacher, Special Education	4/3/2023
Stephen Pofert	Early Contract Hires	Teacher, Elementary	4/3/2023
Judi Reid	Early Contract Hires	Teacher, Special Education	4/3/2023
Kierstin Rosenow	Health Services	Teacher, School Nurse	5/1/2023
Elizabeth Schmidt	Early Contract Hires	Teacher, Special Education	4/3/2023
Kindra Slagle	Early Contract Hires	Teacher, English Second Language	4/3/2023

Minneapolis Public Schools

List A: All Employees: Tuesday, June 13, 2023

Hiring - Licensed

Brielle Thomas	Early Contract Hires	Teacher, Special Education	4/3/2023
Jenairo Thornton	Early Contract Hires	Teacher, Special Education	4/3/2023
Amy Vanderlin	Early Contract Hires	Teacher, Elementary	4/3/2023

Hiring - Non Licensed

Abijah Archer	Pillsbury Elementary	Special Education Assistant	5/22/2023
Geoffrey Brown	Bryn Mawr Elementary	Office Assistant	5/31/2023
Cintya Canales	Emerson Elementary	Special Education Assistant	5/30/2023
Jerome Christian	Transportation	School Bus Driver In Training	5/8/2023
Zoila Diaz Olivares	South High	Family & Community Liaison (ESP)	5/15/2023
Timetrius Dillion-Woods	Engineers, Zone 2	Custodian	5/31/2023
Shamarva Farmer			5/24/2023
Paige Ferraro	Special Ed Due Process Clerical	Office Specialist, Due Process	5/30/2023
Gayann Fleming	Lyndale Elementary	Special Education Assistant	5/8/2023
Leila French	Southwest High	Special Education Assistant	5/1/2023
Guadalupe Garrido Castaneda	Minneapolis Kids	Child Care Assistant	5/17/2023
Ariel Gittens	Youth & Adult Enrichment	Program Specialist, Community Education	5/22/2023
Ruth Guzman	South High	Special Education Assistant	5/3/2023
Heather Hauck	Multilingual	K-12 Content Lead	5/30/2023
Ceara Hinton	Harrison Education Center	Special Education Assistant	5/10/2023
Devon Johnson	Engineers, Zone 2	Custodian	6/1/2023
Kevon Johnson	Engineers, Zone 2	Custodian	5/24/2023

Minneapolis Public Schools

List A: All Employees: Tuesday, June 13, 2023

Hiring - Non Licensed

Heather Kuehnel	Total Compensation	Benefits Analyst	5/8/2023
Lauren Littlewolf	Engineers, Zone 2	Custodian	5/25/2023
Mario Lora Sanchez	Green Central Elementary	Associate Educator	5/22/2023
Tayler Marks	Research, Evaluation & Assessment	Evaluation Specialist	5/1/2023
Elizabeth Mcnamara	GEAR Up	Project Manager	5/8/2023
Junetta Miller	Transportation	Bus Aide	5/4/2023
Maryama Mohamed	Edison High	Associate Educator	5/8/2023
Clinton Mosley Iii	CWS, Site Group 4 - Central East	Food Service Assistant	4/13/2023
Kong Moua	Division of Finance & Operations	Project Coordinator, Finance	3/27/2023
Sarah Newman	District Communications Center	District Communication Ctr Specialist	6/1/2023
Lizanne Puckett	Northeast Middle	Special Education Assistant	3/27/2023
Russell Purdy	Minneapolis Kids	Program Coordinator, Minneapolis Kids	6/1/2023
Logan Rempert	Minneapolis Kids	Child Care Assistant	4/24/2023
Safiya Said	Payroll	Payroll Analyst	6/5/2023
Kenneth Simms	Engineers, Zone 1	Custodian	5/31/2023
Ricardo Solano Gonzalez	Minneapolis Kids	Child Care Assistant	5/22/2023
Hariharan Somasundaram	Minneapolis Kids	Child Care Assistant	5/2/2023
Madison Tomony	Webster Elementary	Special Education Assistant	5/30/2023
Jibriil Yusuf	Construction Planning Group A	Manager, Capital Planning & Construction	5/18/2023

Discharges

Licensed

Non-Licensed

School Success Program Assistant	05-17-2023	2023-06-ER-5667
Food Service Assistant	06-08-2023	2023-06-ER-5734

Probationary Separations

Licensed

Teacher	06-30-2023	2023-06-ER-5688
Teacher	06-16-2023	2023-06-ER-5707

Licensed, Staff Reduction

Non-Licensed

Transportation Dispatcher/Scheduler	05-05-2023	2023-06-ER-5584
Special Education Assistant	06-02-2023	2023-06-ER-5746
Transportation Dispatcher/Scheduler	05-05-2023	2023-06-ER-5585
School Cook	06-02-2023	2023-06-ER-5740
Custodian	05-10-2023	2023-06-ER-5672
Custodian	06-01-2023	2023-06-ER-5735
Custodian	06-08-2023	2023-06-ER-5763
Special Education Assistant	06-02-2023	2023-06-ER-5745
Coordinator	05-15-2023	2023-06-ER-5631
Food Service Assistant	06-01-2023	2023-06-ER-5733

Non-Licensed, Staff Reduction

Licensed, Discontinuance of Contract

Layoffs

Licensed

Non-Licensed

Administrative Contract Non-Renewals

Contract between Special School District Number 1
and Achieve Twin Cities
For Support of the Career and College Initiative

THIS CONTRACT, entered into this 1st day of July, 2023 by and between Special School District No. 1, acting through the Board of Education, (herein called the “School District”) and Achieve Twin Cities, a Minnesota nonprofit corporation, (herein called the “Contractor”). The School District enters into contract with the contractor for the amount of **\$965,000**, which covers a portion of the total program budget for the operation of the Career and College Centers (herein called the “CCC”) and contributing to the School District’s college and career readiness system.

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

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

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

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

I. TIME OF PERFORMANCE

Services of the Contractor shall begin on the 1st day of July, 2023, and shall continue until the 30th day of June, 2024, or until terminated by either party as provided for in Part II, General Conditions, attached hereto.

II. COMPENSATION

It is expressly agreed and understood that all compensation including reimbursable expenses, if any, to be paid by the School District under this Contract shall not under any circumstances exceed \$965,000; for services as defined in this Contract in accordance with a project budget approved by the School District, that is on file with the School District’s designated Representative.

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

III. BUDGET

This Contract for \$965,000 represents a portion of the total program budget for College & Career Center services.

IV. SCHOOL DISTRICTS RESPONSIBILITIES

School district agrees to fully support the comprehensive career & college readiness programming in partnership with Achieve Twin Cities.

Support the integration of Achieve Twin Cities staff within the school and district:

- Provide access to district curricular resources, training, and professional development (as appropriate), as pertains to career and college readiness and/or the career pathways initiative
- Engage in regular meetings between representatives from the MPS Department of Student Support Services and the Achieve Twin Cities Career and College Readiness Team to align on a district vision and strategy for the partnership, analyze student data, and assess progress of the work
- Support partnership development between Achieve Twin Cities staff and school staff, including administrators, counseling teams, WBL teachers, and other staff as needed.
- Assist the development of an aligned vision and clear roles and responsibilities between Achieve Twin Cities and each partner school team, and support positive relationship development to foster a productive working environment.

Provide access to buildings and materials to deliver services:

- Provide access to a space within the school (stand-alone if at all possible) for the CCC that functions as the office of the Achieve Twin Cities Career and College Center Coordinator ("Coordinator") and the meeting and program space for student advising activities. The Coordinator will share ownership and usage of the space, including activities run by other programs and staff. School district also agrees to outfit all CCCs with functioning desks, tables, chairs, a dedicated phone, and technology in alignment with school operations (e.g. desktop computers, Chromebook cart, etc)
- Provide access to district technology including a district staff laptop for the coordinator that is updated at least every five years and access to printers, copiers, and other relevant school technology.
- Provide access to student-level data in accordance with an annual data agreement approved by both the School District and Achieve Twin Cities.

- Provide Achieve Twin Cities with a district staff badge as well as access to safety and security policies, including school-based training and procedures, and communication tools to access the school safety system.
- Provide Achieve Twin Cities staff with a district email address and access to district platforms and communication tools, including: Discovery, Naviance, and Google Suite. School district will ensure all Achieve coordinators receive relevant school and district-wide communications.

V. **CONTRACTOR RESPONSIBILITIES**

Contractor agrees to provide comprehensive career and college readiness services as outlined below to MPS high school students at Edison, Henry, North, Roosevelt, South, Southwest, Washburn, Wellstone, Longfellow, FAIR, and Heritage, MPS Online, as well as 8 Contract Alternative high schools. The contracted amount of \$965,000 covers a portion of the cost of staffing the Career and College Centers with Coordinators and providing the comprehensive services outlined below.

Scope of Service:

Achieve Twin Cities CCR Program provides student-centered, postsecondary planning support to all students within our partner schools. By prioritizing students who face the most barriers to career & college success, we strive to reduce disparities in postsecondary education and high-wage career attainment.

Partnership: We partner with Minneapolis public high schools to provide dedicated, professional CCR expertise and capacity

Achieve Twin Cities leadership at the district level will:

- Contribute expertise to MPS Counseling Department in designing and implementing a district-wide career and college readiness system with common goals, strategies and processes, metrics and evaluation.
- Build relationships and meet monthly (more frequently when necessary) with representatives of the MPS Counseling Department to review implementation of system elements across all sites, coordinate work, solve problems, remove barriers, and analyze progress on key metrics.
- Participate in joint district-wide meetings of counselors and coordinators to coordinate work and share professional development.

- Partner with other school district departments (e.g. CTE, Student Support) in efforts to increase all staff ownership of, and commitment to, implementing the college and career readiness system.

Achieve Twin Cities coordinators at the school level will:

- Partner with school counseling teams to develop and deliver high quality, school-wide CCR services.
- Serve as a liaison and manage external college access, postsecondary, and other CCR program partnerships.
- Identify additional school staff to collaborate with on school wide CCR initiatives.
- Share CCR data with counseling, admin, and district leadership.
- Co-implement district Career and College Readiness curriculum (MLP).
- Operate the physical Career and College Center or other hub of CCR activity in the school.

Achieve Twin Cities leadership at the organizational level will:

- Provide direct supervision to coordinators and build organizational relationships with school leaders, including principal, counseling department chair, or designees to align on vision, goals, and strategy.
- Manage the central coordination of CCR-related data and student postsecondary plan progress monitoring.
- Develop and deliver professional development, training and resources for coordinators through off-site bi-monthly meetings.
- Ensure we are aligning with national career & college readiness programming best practices (i.e. MDE, OHE, NCAN, etc.)

Coordinators will deliver the following direct services to all students in their building, prioritizing students facing the most barriers to postsecondary success. They will customize their approach through partnership and collaboration with their school counseling team and all decisions and programming are ultimately approved by the school principal or assigned building leader.

Advising: We provide individualized, student-centered advising to foster student self-discovery and agency in their postsecondary transition

- Engage in 1:1 advising sessions with students both through planned, scheduled and targeted conversations as well as “drop-in” hours to support students through the postsecondary transition stages:
 - Self Knowledge
 - Decision making skills
 - Problem-solving skills
 - Self-advocacy skills
 - Identifying interests and strengths
 - Career Pathway Knowledge
 - Connecting interests and strengths to potential careers
 - Career research and exploration
 - Postsecondary Plan Development & Completion
 - Postsecondary plan research
 - Postsecondary plan applications
 - Financial aid & scholarship applications
 - Financial planning & literacy
- Lead the management and tracking of individual student postsecondary plans and related CCR metrics

Coordinating: We coordinate both targeted & universal resources and opportunities for students to increase career & college pathway knowledge.

- Connect students to CCR opportunities, such as college access programs, internships, summer programs, jobs, and more
- Manage school level college access program partnerships and serve as a liaison to the counseling department to support shared services and positive student outcomes.
- Facilitate postsecondary program partnerships and coordinate visits from representatives to the school (including college reps, military reps, scholarship reps, etc.)
- Deliver CCR classroom lessons and workshops on career exploration and postsecondary planning topics

- Create & host experiential CCR events (such as college fairs, college tours, family CCR events, broad career exposure opportunities)
- Maintain CCR-related communications & resources (newsletter, google site, etc.)

Outcomes and Measurable Goals

MPS Counseling Department and Achieve Twin Cities CCR Program will collaborate to accomplish the following outcomes. We will evaluate our progress towards these outcomes with the associated indicators.

- Overall long term outcomes:
 - All MPS graduates enter into postsecondary opportunities that lead to purposeful, life-sustaining careers.
 - Reduce disparities in postsecondary education and high-wage career attainment

Partnership:

- Short term outcomes:
 - Shared understanding of CCR goals & priorities at the school & district level
 - School & district staff are knowledgeable about students' postsecondary outcomes
- Medium term outcome:
 - School and district leadership cultivate a strong CCR culture
 - Increased alignment in CCR strategy across schools

Advising & Coordinating:

- Short term outcomes:
 - Students learn decision making and self-advocacy skills related to postsecondary transition
 - Students identify personal strengths and career interests that is informed by their identity and cultural context
 - Students understand relevant career paths and the required college or training
- Medium term outcomes:
 - Students select a postsecondary pathway toward a career aligned with their interests, strengths and goals
 - Seniors complete postsecondary plans, including application and financial plan, that align with skills and career interest

Goals and Targets:

To measure progress towards the listed outcomes, Achieve Twin Cities commits to reach the following targets regarding student access to Achieve services:

- 70% of seniors engage in individual advising with an Achieve coordinator
- 90% of seniors engage in at least one Achieve activity
- 50% of all students engage in at least one Achieve activity
- 4/6 target subgroups (African American, Hispanic, American Indian, Asian, FRL, HHM) engage in Achieve services at a higher-than-average rate

MPS Department of Counseling Services and Achieve Twin Cities collaboratively commit to reach the following student postsecondary targets:

- 95% Seniors identify a postsecondary plan
- 5% increase in seniors with a completed (applied) postsecondary plan
- 5% increase in college applications (transcript requests) for each of the following target subgroups: African American, Hispanic, Amer Indian, Asian, FRL
- 5% increase in overall rate of Seniors completing the FAFSA/DA
- 81% of college-intending seniors (seniors who have submitted a college application) complete the FAFSA/DA in each of the following target subgroups: (African American, Hispanic, Amer Indian, Asian, FRL, HHM)

Reports

Contractor agrees to partner with the representatives of the MPS College & Career Readiness team to provide and document the proposed outputs and services detailed above. Contractor agrees to provide quarterly disaggregated (F/R, Race, SPED, ESL) reports on activities and outputs to the MPS Executive Director of Student Support Services, Meghan Hickey, Director of Counseling and Gear Up, Jeremy Miller, and MPS Lead Counselor, Debbie Nelson.

VI. NOTICES

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

CONTRACTOR

Danielle Grant
President and CEO
Achieve Twin Cities
2829 University Ave SE, Suite 850
Minneapolis, MN 55414
Phone: 612-455-1530
Email: dgrant@AchieveTwinCities.org

SCHOOL DISTRICT

Meghan Hickey
Executive Director of Student Support Services
1250 W Broadway Ave, Minneapolis, MN 55411
Phone: 763-352-6964
Email: meghan.hickey@mpls.k12.mn.us

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

VI. TERMS AND CONDITIONS

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

VII. INSURANCE

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

VIII. INDEMNIFICATION

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

- B. Unless the claim is a claim from which School District is immune, School District shall indemnify and hold Contractor, and its Employees, harmless against any and all claims, demands, suits, costs, judgments or other forms of liability to third parties, actual or claimed, including attorneys’ fees, for injury to property or persons, occurring or allegedly occurring in or about School District property from conduct committed by the School District or by its Employees. Upon timely written notice from Contractor, the School District shall defend Contractor in any action within the scope of this subparagraph B. that is brought against Contractor.

- C. The foregoing provisions shall not be deemed a waiver of any kind of applicable limitations of liability to third parties provided or available to School District.

IX. RELATIONSHIP OF THE PARTIES

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

X. AMENDMENTS

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

XI. TERMINATION OF CONTRACT

- A. Without Cause. This Contract or a portion thereof may be canceled by either party, without cause, upon thirty (30) days’ written notice to the other party, or at any time with the mutual consent of the parties.

- B. With Cause. If either party to this Contract defaults or fails to perform any portion of the Contract, the non-defaulting party may cancel the Contract on ten days' notice.
- C. Steps After Notice of Cancellation. After receipt of notice of cancellation, and except as otherwise directed, Contractor shall discontinue provision of services on that date or on the date specified in the notice of cancellation and follow all other School District directives. Contractor agrees to return all private education records about MPS students.

XII. REMEDIES/CURES

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

XIII. MINNESOTA LAW TO GOVERN

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

XIV. ENTIRE CONTRACT

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

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

FOR THE Contractor:

Federal ID No. 41-1425264

By: _____
Danielle Grant
Its: President and CEO

Date: _____

FOR THE School District:

By _____

Date: _____

EXHIBIT A – GENERAL CONDITIONS

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

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

2. **Equal Opportunity Statement**

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

3. **Non-Discrimination**

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

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

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

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

4. **Transfer of Interest**

The Contractor shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the School District, provided, however, that claims for money due or to income due to the Contractor may be assigned to a bank, trust company or other financial institution, or to a

Trustee in Bankruptcy without such approval. Notice to any such assignment or transfer shall be furnished to the School District. The Contractor shall not subcontract any services under this Contract without prior approval of the School District Representative designated herein.

5. General Compliance

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

6. Performance Monitoring

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

7. Independent Contract

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

8. Accounting Standards

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

9. Data Privacy

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

requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. All subcontracts shall contain this paragraph or similar data privacy compliance requirements.

10. Data Sharing Agreement

As allowed by law, and following School District guidelines and processes, the Minneapolis Public Schools' Research, Evaluation, Assessment and Accountability ("REAA") Department and Achieve Twin Cities will share both aggregate and individual student-level data related to the College and Career Readiness program, including Career and College Centers, Step Up, and Scholarship program, and other mutually agreed upon metrics. REAA will send Achieve Twin Cities a full High School Discovery file quarterly and year-end, as well as National Student Clearinghouse student tracker files mid-year and end of year. Career and College Center staff will have access to the MPS systems (District email, Infinite Campus, Naviance, Classroom for Success, On-Track database, E-Tracking, MPS Google Classrooms, etc.) that are necessary to carry out mutually agreed upon work. Achieve staff will complete relevant compliance training required by the District, which will include but not be limited to data privacy and integrity, maltreatment of minors reporting, and discrimination and equity trainings. The Parties may agree to conduct research projects, but any such research projects must be subject to and follow the established REAA outside research process.

11. Records Disclosure/Retention

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

12. Worker Health, Safety and Training

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

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

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

14. Materials

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

15. Conflict of Interest / Code of Ethics

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

16. BACKGROUND CHECKS

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

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



MINNEAPOLIS
PUBLIC SCHOOLS

Urban Education. Global Citizens.

CONTRACT FOR SERVICES – \$25,000 above

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

TERM OF CONTRACT

- 1.1 This Contract is effective on August 4, 2023 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 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.

3.1 Total Obligation



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

Page | 1

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed **\$128,240.00**. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 Frequency of Invoicing and Terms of Payment

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

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

3.3 Taxes.

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

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

3.4 Fund Availability; Federal Funds Contingency.

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this

Contract is funded in whole or in part with federal funds, District's payment obligations are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

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

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

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

6 BACKGROUND CHECKS

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

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

7 DATA PRIVACY

- 7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.
- 7.2 Contractors that provide school-issued devices for student use and directly or indirectly create, receive, or maintain educational data incidental to performing their duties under this Contract shall also sign **Exhibit C** (“Student Data Privacy”). “School-issued devices,” as used herein, refers to hardware or software that is provided to an individual student for that student’s dedicated personal use, and includes devices issued through a one-to-one program.

8 OWNERSHIP OF MATERIAL

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

9 USE OF DISTRICT NAME OR LOGO

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

10 INDEPENDENT CONTRACTOR

- 10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding,

worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

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

11 WORKER HEALTH, SAFETY AND TRAINING

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

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

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

13 INSURANCE

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

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

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

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

14 INDEMNIFICATION

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

15 LIMITATION ON LIABILITY

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

16 CONFLICT OF INTEREST/CODE OF ETHICS

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

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government.

Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

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

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

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

19 RETURN OF DATA

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

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items

available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

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

Special School District No. 1

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

CONTRACTOR

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

ACKNOWLEDGMENT

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

Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

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

22 NON-WAIVER

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

23 ASSIGNMENT

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

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

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

25 WARRANTY

25.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or

in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

26 SEVERABILITY

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

27 SURVIVABILITY

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

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: **Ryan Strack**

(Printed)

Title: Assistant to the Superintendent & Board

Date: _____

CONTRACTOR NAME

Signature:

Name: **Marco Assis**

(Printed)

Title: **CEO**

Date: _____

Exhibit A:

Deliverables:

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

Service Outcome:

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

Method of Evaluation:

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

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Payments will be completed when services are complete.

[The remainder of this page intentionally left blank.]

EXHIBIT C: STUDENT DATA PRIVACY

As used in this exhibit, the term “educational data” shall have the meaning ascribed to it under the Minnesota Government Data Practices Act (“MGDPA”), Minn. Stat. § 13.32 as amended.

1. Contractor acknowledges that all of the data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing the services described in this Contract is subject to the requirements of the MGDPA, Minn. Stat. ch. 13, and Contractor must comply with those requirements as if it were a government entity. Contractor shall be subject to all civil remedies available under the MGDPA, Minn. Stat. § 13.08 as amended, for any violation of these obligations.
2. No educational data created, received, maintained, or disseminated by Contractor pursuant or incidental to this Contract shall become or be considered property of the Contractor. Any such educational data shall remain the property of the District.
3. If educational data maintained by Contractor pursuant or incidental to performance of this Contract are subject to a breach of security of the data, as that term is defined by the MGDPA, Minn. Stat. § 13.055 as amended, Contractor shall, upon discovering such breach, provide the District with all information necessary for the District to fulfill its obligations under the MGDPA.
4. Contractor shall not sell, share, or disseminate educational data, except as permitted under the MGDPA, Minn. Stat. § 13.32 as amended, or as part of a valid delegation or assignment of this Contract, if the terms of the Contract permit delegation or assignment. Any assignee or delegee must separately execute this Exhibit and is bound by the same terms.
5. Contractor shall not use educational data for any commercial purpose, including but not limited to marketing or advertising to a student or parent.
 - a. The term “commercial purpose,” does not include providing the specific services agreed upon in this Contract.
 - b. Contractor may use deidentified aggregate information for the purpose of improving, maintaining, developing, supporting, or diagnosing the Contractor’s site, service, or operation, as long as all direct and indirect identifiers have been removed from the data prior to use.
6. Contractor’s employees, officers, agents, and sub-contractors, if applicable, shall only have access to educational data if authorized.

7. Contractor’s employees, officers, agents, and sub-contractors, if applicable, shall only be authorized to access educational data if such access is necessary to fulfill their official duties in the performance of this Contract.
8. Unless renewal of the Contract is reasonably anticipated, Contractor shall destroy or return all educational data created, received, or maintained pursuant or incidental to the Contract within 90 days of the expiration of this Contract.
9. Contractor shall abide with all the requirements and restrictions of Minn. Stat. § 13.32, as amended, that pertain to or address technology providers. Contractor shall be considered a “technology provider” for purposes of Section 13.32.

BY SIGNING BELOW, CONTRACTOR ACKNOWLEDGES AND AGREES THAT IT UNDERSTANDS THE TERMS OF THIS EXHIBIT, THAT THESE TERMS ARE PART OF ITS CONTRACT WITH THE DISTRICT, AND THAT IT AGREES TO BE BOUND BY AND ABIDE BY THESE TERMS.

[CONTRACTOR NAME]

Signature

Name

Title

Date

CONTRACT FOR SERVICES

(\$25,000+)

This Contract is entered into between Special School District No. 1, “District”, a special school district created and existing under the laws of Minnesota, and Amerigas Propane L.P., “Contractor” (collectively “parties”) to provide Propane fuel for district vehicles for 2023/2024 SY to D-Ops-Transportation.

1 *TERM OF CONTRACT*

1.1 This Contract is effective on 07/01/2023 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.

3.1 *Total Obligation.*

District’s total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed \$500,000.00. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract unless additional goods and services are ordered by the District

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 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

9 [Intentionally Omitted]USE OF DISTRICT NAME OR LOGO

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

10 INDEPENDENT CONTRATOR

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

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

11 WORKER HEALTH, SAFETY AND TRAINING

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

12 U.S. CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

12.1 Contractor shall comply with all applicable requirements of the USCIS 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.

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 third-party 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 either party be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. Neither party's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

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

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any direct 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. Repeated 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.
- 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 rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

- 19.1 Within ten (10) days of the completion, termination of this Contract, or upon request of the District, whichever occurs first; Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Or, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.
- 19.2 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

- 20.1 At the District's expense 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 corporate headquarters. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

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

Special School District No. 1
D-Ops-Transportation
Attn: Lisa Beck
1250 W Broadway
Minneapolis, MN 55411
Email: lisa.beck@mpls.k12.mn.us
Fax:

Amerigas Propane L.P.

Attn: Legal Department
Address: 460 N. Gulph Rd., King of Prussia, PA 19406
Email: legalmailbox@amerigas.com
Fax: _____

22 ACKNOWLEDGMENT

22.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup

withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

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

23 NON-WAIVER

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

24 ASSIGNMENT

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

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

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

26 WARRANTY

26.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

27 SEVERABILITY

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

28 SURVIVABILITY

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

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: Senior Finance & Operations Officer
(Printed)

Title: _____

Date: _____

Amerigas Propane L.P.

By: Mike Prospero TAC

Name: Mike Prospero
(Printed)

Title: Territory Sales Rep.

Date: 5/15/2023

EXHIBIT A: SCOPE OF WORK

Description of Services and Service Delivery

supply and delivery of propane for propane-powered vehicles

Service Outcome

successful delivery of propane for the District's use

Method of Evaluation

successful delivery of propane for the District's use

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

The payment terms are as follows:

If there are no exhibits:

This Exhibit and page have been intentionally left blank.

**AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND
Canvas Health**

This Amendment (“Amendment”) to the Contract between Special School District No. 1 and **Canvas Health** dated **8/16/2022** (“Contract”) is made and entered into by and between Special School District No.1 (“District”) and **Canvas Health** (“Contractor”) (collectively “parties”).

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law (“District”) and **Canvas Health** (“Contractor”) entered into a contract titled CONTRACT FOR SERVICES for a period between **8/16/2022** through **6/30/2023** (“Contract”), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: **4400001475**

1. *Original contract amount:* **195,000**
2. *Accumulative contract amount:* **265,000**

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

Section: Section 1.1 and 3.1

Description: **To provide mental health services to Burroughs, Lucy Laney, FAIR High School, Hale, Field, Lake Harriet Lower, Lake Harriet Upper, Kenny, and Armatage Elementary School through October 31, 2023.**

District’s total obligation to Contractor under this Contract, including compensation for goods, services and reimbursable expenses, shall not exceed 265,000. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

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

(The remainder of this page intentionally left blank.)

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: **Ryan Strack**

Title: **Assistant to the Superintendent & Board**

Date: _____

Canvas Health

Signature: _____

Name: Khu Thao

Title: **CEO**

Date: _____

**AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND
Change Inc.**

This Amendment (“Amendment”) to the Contract between Special School District No. 1 and Change Inc. dated 8/16/2022 (“Contract”) is made and entered into by and between Special School District No.1 (“District”) and Change Inc. (“Contractor”) (collectively “parties”).

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law (“District”) and Change Inc. (“Contractor”) entered into a contract titled CONTRACT FOR SERVICES for a period between 8/16/2022 through 6/30/2023 (“Contract”), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: 4400001476

1. *Original contract amount:* 155000
2. *Accumulative contract amount:* 217000

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

Section: Section 1.1 and 3.1

Description: To provide mental health services to Edison, Ella Baker, Green Central, Hmong International Academy, Pillsbury, Marcy, Northeast Middle, Waite Park, Las Estrellas, Transition Plus, Stadium View and Anwatin schools through October 31, 2023.

District’s total obligation to Contractor under this Contract, including compensation for goods, services and reimbursable expenses, shall not exceed 217000. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the the performance of this Contract.

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

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SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Ryan Strack

Title: Assistant to the Superintendent & Board

Date: _____

Change Inc.:

Signature: _____

Name: Jody Nelson

Title: Executive Director

Date: _____

**AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND
American Indian OIC- Takoda Prep**

This Amendment ("Amendment") to the Contract between Special School District No. 1 and American Indian OIC- Takoda Prep dated 6/13/2023 ("Contract") is made and entered into by and between Special School District No.1 ("District") and Takoda Prep ("Contractor") (collectively "parties").

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law ("District") and American Indian OIC- Takoda Prep ("Contractor") entered into a contract titled CONTRACT FOR SERVICES for a period between 7/1/2022 through 6/30/2023 ("Contract"), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: 4400000548

1. *Original contract amount: \$566,761*
2. *Accumulative contract amount: \$598,001.75*

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

Section: Increase of contract in the amount of \$31,240.75 as a sum of adjustments for Reconciliation from FY21 & FY22.

Description: Exhibit A - MEMORANDUM OF AGREEMENT BETWEEN THE MINNEAPOLIS PUBLIC SCHOOLS AND AMERICAN INDIAN OIC- TAKODA PREP TO SPECIFY THE AMOUNT OF SUPPORT IN ACCORDANCE WITH FORMULA SPECIFIED IN MINN. STAT. 124.D.69

3.1: 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 \$598,001.75. Contractor/Vendor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

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

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SPECIAL SCHOOL DISTRICT NO. 1

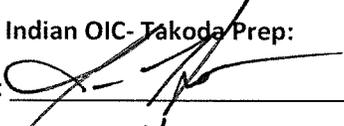
Signature: _____

Name:

Title:

Date: _____

American Indian OIC- Takoda Prep:

Signature:  _____

Name: JOE HOBOT

Title: President & CEO

Date: 5/30/23

**AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND
Project for Pride in Living- LNAS**

This Amendment ("Amendment") to the Contract between Special School District No. 1 and Project for Pride in Living- LNAS dated 6/13/2023 ("Contract") is made and entered into by and between Special School District No.1 ("District") and Project for Pride in Living- LNAS ("Contractor") (collectively "parties").

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law ("District") and Project for Pride in Living- LNAS ("Contractor") entered into a contract titled CONTRACT FOR SERVICES for a period between 7/1/2022 through 6/30/2023 ("Contract"), and

WHEREAS, the Parties now desire to amend the Contract number: **SRM: 4400000554**

1. *Original contract amount: \$488,665*
2. *Accumulative contract amount: \$550,596.07*

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

Section: Increase of contract in the amount of \$40,931.07 as a sum of adjustments for Reconciliation from FY21 & FY22. Increase of contract in the amount of \$1,000 for American Indian Engagment Funds. Increase of \$20,000 for design of a safe entrance to school building.

3.1: 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 \$550,596.07. Contractor/Vendor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

Description: Exhibit A - MEMORANDUM OF AGREEMENT BETWEEN THE MINNEAPOLIS PUBLIC SCHOOLS AND PROJECT FOR PRIDE IN LIVING - LNAS TO SPECIFY THE AMOUNT OF SUPPORT IN ACCORDANCE WITH FORMULA SPECIFIED IN MINN. STAT. 124.D.69

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

Updated January, 2020

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SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: _____

Project for Pride in Living - LNAS:

Signature: _____

Name: Click or tap here to enter text.

Antonio Cardona
Vice President

Title: Click or tap here to enter text.

Date: 6-1-23

**AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND
Eastside Neighborhood Services- Menlo Park**

This Amendment (“Amendment”) to the Contract between Special School District No. 1 and Eastside Neighborhood Services- Menlo Park dated 6/13/2023 (“Contract”) is made and entered into by and between Special School District No.1 (“District”) and Eastside Neighborhood Services- Menlo Park (“Contractor”) (collectively “parties”).

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law (“District”) and Eastside Neighborhood Services- Menlo Park (“Contractor”) entered into a contract titled CONTRACT FOR SERVICES for a period between 7/1/2022 through 6/30/2023 (“Contract”), and

WHEREAS, the Parties now desire to amend the Contract number: **SRM: 4400000963**

1. *Original contract amount: \$509,158*
2. *Accumulative contract amount: \$510,658*

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

Section: Increase of contract in the amount of \$1,000 for American Indian Engagement Funds.

Description: Exhibit A - MEMORANDUM OF AGREEMENT BETWEEN THE MINNEAPOLIS PUBLIC SCHOOLS AND EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK TO SPECIFY THE AMOUNT OF SUPPORT IN ACCORDANCE WITH FORMULA SPECIFIED IN MINN. STAT. 124.D.69

3.1: 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 \$510,658.00. Contractor/Vendor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

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

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Updated January, 2020

SPECIAL SCHOOL DISTRICT NO. 1

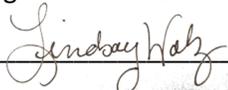
Signature: _____

Name:

Title:

Date: _____

Eastside Neighborhood Services- Menlo Park:

Signature:  _____

Name: Lindsay Walz

Title: Sr. Director, Youth & Families

Date: 5/25/2023

**AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND
Project for Pride in Living- MERC**

This Amendment ("Amendment") to the Contract between Special School District No. 1 and **Project for Pride in Living- MERC** dated 6/13/2023 ("Contract") is made and entered into by and between Special School District No.1 ("District") and **Project for Pride in Living- MERC** ("Contractor") (collectively "parties").

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law ("District") and **Project for Pride in Living- MERC** ("Contractor") entered into a contract titled CONTRACT FOR SERVICES for a period between 7/1/2022 through 6/30/2023 ("Contract"), and

WHEREAS, the Parties now desire to amend the Contract number: **SRM: 4400000550**

1. *Original contract amount: \$647,100*
2. *Accumulative contract amount: \$799,403.58*

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

Section: Increase of contract in the amount of \$151,303.58 as a sum of adjustments for Reconciliation from FY21 & FY22. Increase in the contract in the amount of \$1,000 for American Indian Engagement Funds.

Description: Exhibit A - MEMORANDUM OF AGREEMENT BETWEEN THE MINNEAPOLIS PUBLIC SCHOOLS AND PROJECT FOR PRIDE IN LIVING- MERC TO SPECIFY THE AMOUNT OF SUPPORT IN ACCORDANCE WITH FORMULA SPECIFIED IN MINN. STAT. 124.D.69

3.1: 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 \$799,403.58. Contractor/Vendor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

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

(The remainder of this page intentionally left blank.)

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name:

Title:

Date: _____

Project for Pride in Living- MEBC:

Signature: _____

Name:

Title:

Date: 6-1-23

Antonio Cardona
Vice President

AGREEMENT
Special School District No. 1 and TAKODA PREP
2023-2026

This Agreement is made by and between the Board of Education of Special School District No. 1, Minneapolis Public Schools, ("District"), and TAKODA PREP; operating a nonpublic, nonsectarian program; organized as a non-profit corporation under the Laws of the State of Minnesota; and doing business at TAKODA PREP Alternative Program at TAKODA PREP, Minneapolis, MN 55411.

I. GENERAL PROVISIONS

A. Purpose

The purpose of this Agreement is for TAKODA PREP to provide educational services on behalf of the District, at TAKODA PREP for District Students who are eligible to receive educational services in an alternative setting under the authority of Minn. Stat. § 124D.68. This agreement includes providing educational options for students who have been expelled or excluded from District schools. This agreement shall terminate if funding for this alternative program ceases or changes pursuant to Minnesota or federal law.

B. Compliance with Laws

TAKODA PREP shall comply with all applicable Minnesota and federal laws and regulations including but not limited to: the Minnesota Pupil Fair Dismissal Act, (PFDA) Minn. Stat. § 121A.40 - .56; the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. Ch. 33; Minnesota laws applicable to students with special needs, Minn. Stat. Ch. 125A; the Maltreatment of Minors Reporting Act, Minn. Stat. § 626.556; Section 504, 29 U.S.C. § 794; the Family Education Rights and Privacy Act, (FERPA), 20 U.S.C. § 1232g; and the Minnesota Government Data Practices Act, (MGDPA) Minn. Stat. Ch. 13.

C. District Students

TAKODA PREP shall accept for enrollment eligible students at TAKODA PREP. An eligible student is a District student, grades X-XX, who meets the definition of eligible student in Minn. Stat. § 124D.68, as amended.

D. Enrollment/Exit Procedures

1. TAKODA PREP shall follow the enrollment process as described in Exhibit 1.
2. TAKODA PREP may not impose any admission requirements in addition to or beyond eligibility requirements in MN Stat. 124D.68 subd. 2
3. TAKODA PREP shall provide the District with information on a weekly basis regarding openings for students including but not limited to information about the grade level and type of each opening if applicable.
4. TAKODA PREP will accept students referred to them by the District for students in need of placement even if doing so puts them over their capped enrollment. TAKODA PREP shall contact the Director of Contract Alternatives if additional student enrollment will compromise program performance. TAKODA PREP will be paid for the ADMs generated.
5. TAKODA PREP may not exit students prior to meeting with a student and their parent/guardian for all students under the age of 18.
6. TAKODA PREP must follow MN Stat. 126.05 subd. 8 and withdraw any student who has been absent from school for 15 consecutive school days during the regular school year or for five consecutive school days during summer school or intersession classes of flexible school year programs without receiving instruction in the home or hospital.
7. TAKODA PREP must follow all District procedures for implementing Homebound Instructional Services and will consult with the Contract Alternative Program Special Education DPF, School Social Worker or School Nurse and/or Contract Alternative Director prior to initiating.

8. Determination as to whether or not student conduct warrants an administrative transfer or expulsion will be made by the MPS Expulsion and Transfer Office (ETO), in consultation with the Director of Contract Alternative Programs.
9. All student data will be maintained and updated by the District and available to TAKODA PREP upon request, and as allowed by law. This includes access to student information systems maintained by the district.

II. CONTRACT

A. Duration

The term of this Agreement shall commence on the date following execution by the District and will continue in effect until June 30, 2026 unless terminated by law or according to the provisions herein. As a Learning Year Program, this contract encompasses academic programming during the traditional school year, before and after-school credit recovery and summer school.

B. Renewal

Terms for renewal are based on successful performance and evaluation and will be granted for up to 3 years based on information and data collected as described in Exhibit 9.

III. TAKODA PREP RESPONSIBILITIES

A. Student Learning and Academic Measurement Standards

1. TAKODA PREP must provide programming that will allow students to fulfill state and district mandated graduation requirements which include:
 - a. A minimum of twenty-one and a half (21.5) year-long credits in the required MPS academic areas for all graduates (A "year-long-credit" is the equivalent of the successful completion of an academic year of study or student mastery of applicable state standards.) as listed in Exhibit 2
 - b. Meet yearly milestones as required by the My Life Plan or other district identified data system. ("My Life Plan" is the career and college exploration and decision assisting curriculum framework used by the District.)
 - c. Participate in all mandated state testing and local assessments that are part of either the state of Minnesota or District accountability model, in accordance with Minnesota and District standards.
2. TAKODA PREP shall develop a Continual Learning Plan (CLP) for each student within one month of enrollment. The plan must address any areas of needed growth, specific goals, objectives and a timeline to achieve them, as well as methods of evaluation. The CLP shall meet the requirements of Minnesota Statutes, section 124D.128, Subdivision 3. The CLP must be reviewed quarterly and meet the criteria listed in Exhibit 3. All updated CLPs will be submitted to CAP School Counselor quarterly.
3. TAKODA PREP shall comply with the following provisions regarding testing and assessment:
 - a. require District students to participate in mandatory state testing.
 - b. require District students in grades 7, 8, 9 and 10 to participate in FAST testing.
 - c. require District students in grades 11 to participate in ACT testing.
 - d. provide opportunities for students in grades 11 & 12 to participate in ACCUPLACER testing.
 - e. have a test coordinator attend all required District meetings.
4. TAKODA PREP shall meet the requirements of Minn. Stat. § 124D.68, all applicable federal and Minnesota state education laws, federal regulations and the Rules of the Minnesota Department of Education.
5. TAKODA PREP shall provide a learning setting that complies with state of Minnesota education health and safety standards and that is conducive to learning.
6. TAKODA PREP shall provide a minimum of six-hour educational day exclusive of a lunch period or shall provide as appropriate 1020 educational hours per school year.

7. TAKODA PREP shall meet the Accountability Plan measures as outlined in Exhibit 9.
 8. TAKODA PREP shall have a written grievance policy for students and ensure that students are aware of this policy and will have clear guidelines for graduation and shall share this information with guardians and students.
 9. TAKODA PREP shall set up a communication system with parents designed to ensure that parents are aware of their policies and procedures.
 10. TAKODA PREP shall utilize MPS accountability systems for maintaining accuracy in reporting for both Title I documentation and School Improvement Planning goals and measures
 11. TAKODA PREP will follow all Mandated Procedures as outlined in Exhibit 10
- B. Special Education and Section 504 Services and Standards
1. For any prospective student with an IEP (individual education plan), TAKODA PREP must review the IEP with the Contract Alternative Program Special Education DPF prior to enrolling the student to determine the appropriateness of the placement.
 2. For any student with an IEP, TAKODA PREP shall provide appropriate space for District to provide special education and related services required by the IEP. This includes adequate classroom space for instruction, confidential meeting space with access to a phone to conduct IEP meetings, access to a secure printer and a filing cabinet with a lock for confidential documents.
 3. TAKODA PREP shall require classroom teachers to implement the provisions of the IEPs and ISPs (individual accommodations and adaptations, as well as all requirements of student Behavior Intervention Plans), that require classroom modifications, as required by law.
 4. Students receiving special education services may not be exited or transferred from a Contract Alternative program without a full IEP team meeting, including District Administrative Representation.
 5. TAKODA PREP shall follow all special education and 504 standards as listed in Exhibit 4.
- C. Employment Standards for Staff
1. TAKODA PREP shall employ as instructional staff only such persons as are properly licensed by the State of Minnesota appropriate to the level of instructional services provided. TAKODA PREP shall have a copy of each teacher's license on file. TAKODA PREP may employ such other staff as may be needed. TAKODA PREP will follow MDE guidelines for highly qualified staff, and any other applicable laws and regulations.
 2. TAKODA PREP will submit to Minneapolis Public Schools staffing information for any innovative program waivers and out of field permission requested for staff at TAKODA PREP.
 3. TAKODA PREP shall implement background checks on all new employees in accordance with Minnesota law and will report the results of background checks to the CAP office within two weeks of the time the employee begins to work for TAKODA PREP. Employees required to undergo background checks include, but are not limited to:
 - a. Teachers and teaching assistants;
 - b. Administrators and business office personnel;
 - c. Custodians and clerical staff;
 - d. Transportation providers under contract with TAKODA PREP or a member school;
 - e. Childcare providers at TAKODA PREP.
 4. When offering employment to a licensed teacher, TAKODA PREP shall contact the Board of Teaching to determine whether there has been any disciplinary action against a teacher based on a board determination that sexual misconduct or attempted sexual misconduct occurred between the teacher and a student.

5. TAKODA PREP shall require TAKODA PREP staff to participate in staff development sessions regarding Mandated Reporting, Ethics and other Districted and/or state mandated training as well as appropriate implementation of special education services and 504 Plan services.
 6. TAKODA PREP staff shall be able to attend any District-sponsored staff development at the same cost and basis as a District employee and be provided with appropriate documentation of such staff development.
- D. Record and Reporting Requirements
1. Report on Student Attendance
 - a. TAKODA PREP shall report accurate student attendance for each day programs are in session using a format and reporting schedule prescribed by the District.
 2. Annual Student Achievement, Improvement, Organization Reports
 - a. TAKODA PREP shall provide the District with an Annual Report for each school year on or before November 15th of each year for the previous school year. The Annual Report shall contain at least the items listed in Exhibit 5. Liability and Property Insurance Certificates shall be sent to the District with the Annual Report.
 3. Financial Reporting
 - a. TAKODA PREP will receive a yearly Memorandum of Agreement (MOA) from the District that outlines Revenues and Expenditures for the upcoming year. This MOA will include projected ADMs, Compensatory and Title I dollars.
 - b. TAKODA PREP will submit a budget for the coming school year by August 15th that will address all expenditures taken from dollars passed through by the District each year this contract is in effect.
 - c. If the District has been informed by the State, TAKODA PREP auditor, TAKODA PREP creditor, through its own investigation, or by another manner that TAKODA PREP or one of its affiliates is more than 60 days in arrears for its payments to creditors, District may request and TAKODA PREP shall submit to the District a listing of all creditors for whom there is an outstanding liability.
 - d. No administrative oversight fees may be taken from compensatory dollars or Title dollars.
 - e. Title I dollars will be reimbursed following the process set forth in Exhibit 8.
 - f. TAKODA PREP shall provide the District with access to all payroll records regardless of whether TAKODA PREP uses an external payroll service, within a reasonable time period.
 4. Records Management and Retention
 - a. TAKODA PREP shall retain any and all books, documents, papers, financial records and other records related to the services TAKODA PREP provides to the District for a period of six years after the year in which TAKODA PREP provides the service. TAKODA PREP agrees that the District or its duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary with reasonable notice, shall have access to and the right to the records that are pertinent to and involve transactions relating to this Agreement. This requirement applies to all records including records of grants or other revenue received from the City of Minneapolis, Hennepin County, the State of Minnesota, the federal government and other public or private sources for the services rendered under the Agreement.
 - b. Upon termination of the contractual relationship between TAKODA PREP and the District, TAKODA PREP agrees to immediately turn over to the District any and all documents, papers, finance records and other student records related to services provided.

- E. Follow District Policies
 - a. TAKODA PREP shall follow all other District Policies, where applicable, including but not limited to Chapter 5000 of the Minneapolis Public Schools Policies & Regulations.
- F. Other Legal Requirements
 - 1. Nondiscrimination
 - a. TAKODA PREP shall abide by state and federal laws prohibiting discrimination in education and employment. TAKODA PREP shall provide to the District all information and reports about TAKODA PREP nondiscrimination policies when required by the District to do so.
 - 2. Facilities Occupancy Certificate
 - a. TAKODA PREP shall maintain a current "Facilities Occupancy Certificate" issued by the City of Minneapolis.
 - 3. TAKODA PREP shall notify the District of any proposed or actual significant changes in TAKODA PREP policies or staff.

IV. DISTRICT RESPONSIBILITIES

- A. Financial Auditing
 - 1. A District audit will be conducted annually to review finances related to public school dollars being used to support the program
- B. Provisions of Special Education Instruction and Related Services
 - 1. The District, using District employees, shall provide direct and indirect special education and related services to those students determined to be eligible for such services consistent with their IEP's.
- C. Monitoring and Support Services
 - 1. The District shall monitor TAKODA PREP performance of its obligations under this Agreement.
- D. Payment
 - 1. The District shall pay TAKODA PREP as outlined in Section V herein. This amount shall be net of any fees.
 - 2. Payments will be divided over ten months, September through June of each contract year.
- E. Transportation
 - 1. The District will provide transportation or transportation dollars to students who live in the Minneapolis District and who qualify for such services.
- F. Staff Development
 - 1. The District will hold a beginning of the year mandatory kick-off session and end of year wrap up session for all CAP schools.
 - 2. The District will provide two full-day staff development opportunities for all TAKODA PREP staff.
 - 3. The District will provide an annual information session for TAKODA PREP staff around Title I reporting, SIP completion, 504 Plans, PSWE and Family Engagement.

V. FINANCIAL SUPPORT FOR CONTRACT TAKODA PREP

- A. District shall pay TAKODA PREP pursuant to Minnesota Statutes § 124D.69. District shall make payment only upon average daily membership documentation submitted by TAKODA PREP in such form as deemed satisfactory by District. District may begin the reconciliation process with an adjustment to the monthly payments starting in April of each contract year, if necessary to reconcile the total amount paid to TAKODA PREP with the total amount due based on actual enrollment. District shall provide funding only if TAKODA PREP has complied with the terms of this Agreement and any reasonable requests of District. Final ADM counts

provided by the state will be used to determine final payments. The payment will be net of any charges for services provided by the District.

VI. CONTRACTING WITH OTHER ENTITIES

- A. TAKODA PREP shall neither enter into subcontracts for performance of any of the purchased services contemplated under this Agreement nor assign this Agreement, without prior written approval of the District and subject to such conditions and provisions as the District may deem necessary. TAKODA PREP shall be responsible for the performance and liability of all subcontractors.
- B. In the event TAKODA PREP enters into a contract with another school district to provide educational services for students for whom the other school district is responsible, TAKODA PREP shall indemnify District for any loss of any kind that District may incur because of TAKODA PREP contract with another school district.

VII. INSURANCE REQUIREMENTS AND FINANCIAL ASSURANCE

- A. TAKODA PREP shall at its own expense, maintain comprehensive general liability insurance covering claims that arise out of its acts and operations under this Agreement for which it may be legally liable. At a minimum, TAKODA PREP must provide insurance coverage in accordance with Exhibit 6.
- B. TAKODA PREP or its members shall also maintain property insurance covering the facility in which the educational program is located.
- C. TAKODA PREP 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 TAKODA PREP.
- D. TAKODA PREP will provide electronic access to the annual audit, along with any auditor's notes at the same time the report is sent to the Board of the overseeing agency.

VIII. INDEMNIFICATION

- A. Except as expressly provided in this Agreement or in connection with insurance coverage required to be provided in this Agreement by one party for the benefit of the other, each party shall be responsible for its own legal representation and legal costs.
- B. Except where there is an actual or potential conflict of interest, the parties shall fully cooperate with legal counsel for one another in connection with any legal claim asserted against either of them for services provided under this Agreement.
- C. Nothing in this Agreement is intended to nor shall the terms of this Agreement expand the liability of the District and TAKODA PREP under Minnesota law.
- D. TAKODA PREP shall indemnify, save and hold the District, its employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits, costs, judgments, or other forms of liability to third parties, actual or claimed, including attorney's fees, for injury to property or persons, occurring or allegedly occurring in, on or about TAKODA PREP property, based on conduct committed by TAKODA PREP or by its employees, officers, directors, subcontractors, or agents. Upon timely written notice from the District, TAKODA PREP shall defend the District in any action or proceeding against the District that is within the purview of this paragraph.
- E. Notwithstanding any other provision of this Agreement, TAKODA PREP shall not settle or compromise any claim against it relating to its obligations under this Agreement without a signed agreement of approval from the District.
- F. The foregoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability to third parties provided or available to either of the parties under applicable state governmental immunities laws.
- G. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of TAKODA PREP personnel or other persons while engaged on behalf of TAKODA PREP, and any and all claims whatsoever on behalf of any such person or

personnel arising out of employment or alleged employment with TAKODA PREP including without limitation, claims of discrimination against TAKODA PREP, its members, officers, agents, contractors or employees shall in no way be the responsibility of the District and TAKODA PREP shall defend indemnify and hold the District, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission, or court, and from the expenses of defending such claims, including attorney's fees. TAKODA PREP personnel and other persons engaged on behalf of TAKODA PREP shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the District, including, without limitations, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, unemployment compensation, disability, severance pay, and P.E.R.A.

IX. RELATIONSHIP OF THE PARTIES

- A. It is agreed that nothing contained in this Agreement is intended, or should be construed in any manner, as creating or establishing the relationship of partners between the District and TAKODA PREP or as constituting TAKODA PREP as the agent, representative or employee of the District for any purpose or in any manner whatsoever. TAKODA PREP is to be and shall remain an independent contractor with respect to all services performed under this Agreement. TAKODA PREP represents that it has, or will secure at its own expense, all personnel required to perform its obligations under this Agreement. All staff employed by TAKODA PREP either directly or indirectly shall be employees of TAKODA PREP or its affiliates and not the District. TAKODA PREP or its affiliates shall determine salary, benefit eligibility, retirement plans, and performance standards, continuing professional development needs and all other incidents and benefits of employment.

X. AMENDMENT

- A. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment to this Agreement and duly signed by the parties hereto.

XI. DEFAULT, NOTICE AND CURE

A. Inability to Perform

1. TAKODA PREP shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the educational services to be provided to the District under this Agreement. TAKODA PREP shall immediately notify the District in writing whenever it is unable to, or reasonably believes it is going to be unable to, provide the agreed upon quality and quantity of educational services. Upon such notification, the District shall determine whether such inability requires a modification or immediate cancellation of this Agreement without opportunity for cure.

B. Default by TAKODA PREP

1. Unless excused by District default or District waiver of default, any of the following occurrences shall constitute default on the part of TAKODA PREP:
- a. Failure to comply with any relevant legal requirements.
 - b. Failure to perform any duties or requirements outlined in this Agreement.
 - c. Failure to respond to requests by the District for information about TAKODA PREP financial status.
 - d. Failure to create, implement and advance a plan for payment of creditors.
 - e. Failure to acquire and hold a lease for the building space used for instruction.
 - f. Failure to pay the Internal Revenue Service and Minnesota Department of Revenue any monies due.
 - g. Failure to maintain adequate records, both student records and financial records regarding the program.

C. Default by District

1. Unless excused by TAKODA PREP default, or TAKODA PREP waiver of default, failure to perform any other material provision of this Agreement shall constitute default on the part of the District.

D. Written Notice of Default

1. Unless otherwise provided in this Agreement, no event shall constitute a default giving rise to the right to terminate unless and until written Notice of Default is given to the defaulting party, specifying the particular event, series of events or failure constituting the default and specifying the cure period, if any.

E. Cure Period

1. If the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) business days or such other time as may be specified under the terms of this Agreement or in the Notice of Default, then this Agreement may be terminated by written notice as provided in paragraph XII below.

XII. TERMINATION OF AGREEMENT

A. With or Without Cause

1. This Agreement may be terminated by either party, with or without cause, effective on July 1 of any given contract year, provided that the party wishing to terminate the Agreement delivers a Notice of Termination to the authorized representative of the other party on or before April 1 immediately preceding the July 1 termination date. If both parties agree, this Agreement may be terminated at any other time during the term of this Agreement. TAKODA PREP will return all District resources and property upon termination of the agreement.

B. Changes in Legislation

1. If legislation changes the funding formula; either side may terminate the agreement with thirty days notice.

C. Changes in Policy or Staff

1. The District reserves the right to terminate this Agreement without opportunity to cure if the District determines that a proposed or actual significant change in TAKODA PREP policies or staff is contrary to the purpose of this Agreement or contrary to relevant District policies.

D. Termination After Failure to Cure Default

1. If, after the time specified for cure of default in the Notice of Default issued in accordance with paragraph XI.D above, the party in default has failed to cure the default in a manner satisfactory to the party issuing the Notice of Default; the party not in default may issue a Notice of Termination. The Notice of Termination must be delivered to the Authorized Representative of the party in default. The Notice of Termination shall specify the bases for the termination.

E. Default by TAKODA PREP

1. After receipt of Notice of Termination from District because of default by TAKODA PREP, and except as otherwise directed by District, TAKODA PREP shall:
 - a. Discontinue provision of services subcontracted pursuant to paragraph VI of this Agreement on that date or to the extent specified in the Notice of Termination.
 - b. Cancel all orders and subcontracts to the extent that they relate to the performance of services subcontracted pursuant to paragraph VI of this Agreement and are canceled by the Notice of Termination.
 - c. Settle all outstanding liabilities and all claims arising out of such cancellation of orders and subcontracts, with the approval or ratification to the extent that may be required, which approval or ratification shall be final for all the purposes of this clause.

- d. Complete performance of such services subcontracted pursuant to paragraph VI of this Agreement that shall not have been canceled by the Notice of Termination.
- e. Maintain all records relating to performance of the canceled portion of this Agreement for a minimum of six years. TAKODA PREP shall maintain records for a longer period if reasonably required to do so by the District.
- f. Forward all student records to the District within 30 days and return all property belonging to the District.

F. Default by District

- 1. After receipt of Notice of Termination from TAKODA PREP because of default by District, and except as otherwise directed by TAKODA PREP, District shall:
 - a. Cancel all orders and subcontracts to the extent that they relate to the performance of services subcontracted pursuant to paragraph VI of this Agreement and are canceled by the Notice of Termination.
 - b. Settle all outstanding liabilities and all claims arising out of such cancellation of orders and subcontracts, with the approval or ratification to the extent that may be required, which approval or ratification shall be final for all the purposes of this clause.
 - c. Complete performance of such services subcontracted pursuant to paragraph VI of this Agreement that shall not have been canceled by Notice of Termination.
 - d. Maintain all records relating to performance of the canceled portion of this Agreement for a minimum of six years. District shall maintain records for a longer period if reasonably required to do so by the TAKODA PREP.

XIII. REMEDIES

- A. Notwithstanding any cure period, District is entitled to recover from TAKODA PREP any damages sustained by District by virtue of any breach of this Agreement by TAKODA PREP, and District may withhold payments to TAKODA PREP for the purpose of set-off provided that such amounts withheld are reasonably related to actual damages.
- B. It is agreed that any right or remedy provided for in this Agreement shall not be considered as the exclusive right or remedy of either party for any default in any respect by the other party, but such right or remedy shall be considered to be in addition to any other right or remedy hereunder or allowed by law or equity.
- C. Either party's failure to insist upon strict performance of any covenant, agreement, or stipulation of the Agreement or to exercise any right contained in the Agreement, shall not be a waiver or relinquishment of such covenant, agreement, stipulation, or right, unless the waiving party consents thereto in writing. Any such written consent shall not constitute a waiver or relinquishment of the future exercise of such covenant, agreement, stipulation or right.

XVI. NO THIRD-PARTY BENEFICIARY RIGHTS

- A. No third party, whether a constituent of the District or otherwise, may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of, the District or TAKODA PREP in this Agreement. This Agreement is not intended to create any rights of a third-party beneficiary.

XVII. CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

- A. This Contract shall be construed under Minnesota law (without regard for choice of law considerations) and the policies and procedures of the District, as amended from time to time. 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.

XVIII. INDEMNIFICATION

- A. 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.

Exhibits 1 through 12 & Exhibit A are attached and incorporated herein by reference.

Exhibit 1 - Enrollment Process

Exhibit 2 - Graduation Requirements

Exhibit 3 - Continual Learning Plan (CLP) Requirements

Exhibit 4 – Special Education and 504 Plan Expectations

Exhibit 5 - Annual Report and School Improvement Plan Minimum Requirements

Exhibit 6 - Insurance Requirements

Exhibit 7 - District Billing for Additional Services

Exhibit 8 - Title One

Exhibit 9 - Minneapolis Public Schools Contract Alternative School Accountability Plan

Exhibit 10- Mandated Procedures

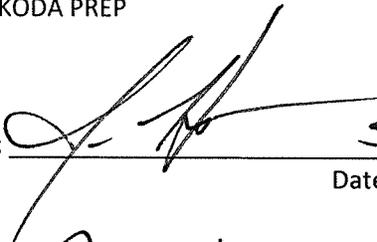
Exhibit A - THE AMOUNT OF SUPPORT IN ACCORDANCE WITH FORMULA SPECIFIED IN MINN. STAT.

IN WITNESS, WHEREOF, the parties have executed this Agreement on the date and year written below.

BOARD OF EDUCATION
SPECIAL SCHOOL DISTRICT NO. 1

TAKODA PREP

By: _____
Date

By:  _____ 5/30/23
Date

Title: _____

Title: President & CEO

Student Placement Services
1250 West Broadway
612-668-1840

Students must contact the MPS Student Enrollment Center for placement before they enroll or start classes if:

They are new to MPS or returning after more than a calendar year
They are new to the country
They have a home language other than English
They have an IEP

Student Enrollment will:

- Ask parent/guardians to complete intake paperwork and fax a copy to the Contract Alternative Program office at Davis Center
- Request and review student records
- Tell students about options within the district including Contract Alternative Programs
- Review student's special education needs and refer Federal Setting II and higher to district staff for placement (Contract Alternatives do not serve setting 3 or higher)
- Review any health concerns.
- Complete student placement in MESA, Contract Alternative Program staff will receive email notification.
- Immediately place any students identified as Homeless and Highly Mobile and work to obtain records following the placement.
- Administer the WIDA Screener to any students with an Home language other than English to determine EL eligibility (unless they already have a current WIDA level form another district or state)

If Enrollment is unable to retrieve a student's records within three days, they will place the student with the information they have. The sites will then need to continue pursuing the student's records.

New Families Center will:

Request and review student records
Administer the WIDA Screener to determine ELL eligibility.

Students Receiving Special Education Services

Fax/Email student names and ID numbers to the Contract Alternative Office
Contract Alternative Special Education Department reviews the student records and let you know if the site can provide appropriate services.
Students should not start classes until the special education review is complete.

Students with Medical/Health Concerns

Fax/Email student names and ID numbers to the Contract Alternative Office
Contract Alternative Nurse will review medical needs to assist in appropriate school placement.

All Students

Contract Alternative Programs will turn in weekly site count to Student Enrollment Services. This will assist in placing students wanting to enroll in a Contract Alternative Program.
If your program is at full capacity, please refer students to another school or back to Placement Services.
Do not put students on a waiting list.

Exhibit 2 – Graduation Credit Requirements

Graduation Credit Requirements for Students under 2019 – 2024 Graduation Requirements

- 4 year-long credits in language arts
- 3.5 year-long credits in social studies, including:
 - 1.0 U.S. history
 - 0.5 geography
 - 1.0 world history
 - 0.5 Government and citizenship
 - 0.5 Economics
- 3 year-long credits in mathematics, including (at minimum)
 - 1 year-long credit in intermediate algebra
 - 1 year-long credit in geometry
 - 1 year-long credit in advanced algebra or statistics and probability
- 3 year-long credits of science, including (at minimum)
 - 1 year-long physical science
 - 1 year-long biology
 - 1 year-long of chemistry or physics
- 1 year-long credit in the arts
- .5 year-long credits in physical education
- .5 year-long credits in health
- 6 year-long elective credits

Graduation Credit Requirements for Students under 2025 Graduation Requirements and Beyond

- 4 year-long credits in language arts
- 3.5 year-long credits in social studies, including:
 - 1.0 U.S. history
 - 0.5 geography
 - 1.0 world history
 - 0.5 Government and citizenship
 - 0.5 Economics
- 3 year-long credits in mathematics, including (at minimum)
 - 1 year-long credit in intermediate algebra
 - 1 year-long credit in geometry
 - 1 year-long credit in advanced algebra or statistics and probability
- 3 year-long credits of science, including (at minimum)
 - 1 year-long physical science
 - 1 year-long biology
 - 1 year-long of chemistry or physics
- 1 year-long credit in the arts
- .5 year-long credits in physical education
- .5 year-long credits in health
- .5 year-long credits in Ethnic Studies
- 5.5 year-long elective credits

Exhibit 3 – Continual Learning Plan Requirements

CLPS for all enrolled students needs to be submitted to MPS quarterly to be reviewed

Programs need to develop Continual Learning Plans (CLP's) that are:

- Learner Centered
- Individually Designed by the program
- Able to meet the specific program focus and student needs

CLPs are required annually for every student in a Contract Alternative Program. The student learning objectives must contain:

- Courses and credits the student plans to take
- Graduation requirements the student must complete (HS only)
- Assessment measurements used to evaluate a pupil's progress

CLPs must be signed and dated:

- The CLP will not be effective or valid unless a student has signed it
- Staff must sign the CLP
- Parent signatures must be included for students under the age of 18. Make your best effort to obtain and document your attempts to obtain a signature
- Forms must be updated at the beginning of every grading period
- Forms for summer school must be amended
- CLPS must be kept on file at each site for three years (not including the current year)

Exhibit 4 - Special Education and 504 Plan Expectations

1. All students with an IEP must be allowed to enter when they come into the building, this includes if they leave the building during the regular school day. Procedures may be established to process with their special education case manager and program administration prior to entering class.
2. All students receiving special education services have IEPs; therefore, they cannot be a part of a separate RTI process within the school and conflicts with their IEP. If there are academic or behavior concerns, they should be addressed with the special education resource teachers.
3. MPS licensed special education staff will be consulted with prior to a special education student's suspension as well as included on the special education student's intake. If suspension was related to a fight, the special education staff, in consultation with school site administration will determine if mediation is appropriate. Language should be included in a student accommodation page outlining if mediation is appropriate or if processing with their special education resource teacher upon return is more appropriate due to their disability.
4. Schools with Independent Study Programs (ISP) will have written requirements regarding student attendance and enrollment policies regarding students receiving special education services. All students receiving special education services referred to ISP must be reviewed by their special education case manager/teacher and deemed appropriate by the special education team.
5. In School Suspension (ISS) for students receiving special education services will be discussed and determined as an appropriate consequence with the student's case managers. If a special education student will have ISS, they will attend their scheduled special education courses/receive their daily minutes of service, per their IEP.
6. All schools will identify who their 504 coordinators are and will ensure that the 504 plans are being serviced by the regular education teachers and meetings are completed annually.

Exhibit 5 - Annual Report and School Improvement Plan Minimum Requirements

Minneapolis Contract Alternative Program

Each Minneapolis Contract Alternative Program is required to file a complete Annual Report **at the time of contract renewal and yearly** for each school year on or before November 15th of each year in addition to a yearly School Improvement Plan (SIP) based on a summary of the results achieved by the students at the Contract Alternative Program. The SIP is written each fall with updates in February and May. The Annual Report is required to be filed no later than October 1st of the first year of renewal.

Contract Alternative Program Annual Report should include all of the following information:

1. Program Mission and Vision statement.
2. A brief summary of site goals and School Improvement Plan & Family Engagement Plan
3. A copy of your Positive School-Wide Engagement Plan
4. A copy of your Emergency Management Procedures
5. A copy of the Continuous Learning Plan (CLP)
6. An up-to-date calendar, including extended learning and summer school times and dates
7. Program governance including the responsibilities of the board, board members, board selection process, program director/principal and other program management along with contact information.
8. Teaching and support staff information including staff names, file folder number, teaching assignments, approved waivers and positions.
9. A copy of teacher evaluation form and explanation of procedures
10. Program shall report results of background checks on all new employees hired within two weeks of the start date.
11. List any third-party contractors working directly with students.
12. A year up-to-date updated budget for the Program including salary allocations, benefits, and other income and benefits provided such as housing, car allowance, and any other benefits not specified herein, for all staff paid either wholly or partly with MPS funds: general education, compensatory education, Title I and ELL.
13. A breakdown of other expenditures that are paid for out of District funds including, but not limited to curriculum, rent, utilities etc.
14. A link to the most recent annual audit conducted by the organization, including the auditor notes and management letter
15. A link to the most recent Form 990.
16. Proof of property and liability insurance. (Please submit an updated copy upon renewal).
17. A copy of the policy and processing procedures of volunteers working with students.
18. Overhead percentage charged by the agency. Overhead must be within a reasonable range and is subject to review by MPS.

All information should be electronically submitted and all items must be included.

*Any of the above procedures may be amended at any time with notice to the school.

Exhibit 6 - SPECIAL SCHOOL DISTRICT NO. 1 MINNEAPOLIS PUBLIC SCHOOLS

INSURANCE REQUIREMENTS 2023-2026

In order to protect CONTRACTOR and Special School District #1 ("District"), CONTRACTOR agrees at all times during the term of this contract, and beyond such term when required under the terms of the Contract, to have and keep in force insurance coverage as indicated below:

Limits

1. For all Contracts beginning July 1, 2012, coverage in the types and amounts as set out below:

(a)	Commercial General Liability on an occurrence Basis with contractual liability coverage, including Officers and Directors Errors and Omissions with General Aggregate	\$1,500,000
	Products- Completed Operations Aggregate	\$1,500,000
	Personal and Advertising Injury	\$1,500,000
	Each Occurrence- Combined Bodily Injury and Property Damage	\$1,500,000
(b)	Automobile Liability- Combined single limit Each occurrence coverage or the equivalent Covering owned, non-owned, and hired automobiles	\$1,500,000
(c)	Worker's Compensation and Employer's Liability:	
	i. Worker's Compensation Statutory requirements. If the contractor is based outside the State of Minnesota, Coverage must apply to Minnesota Laws.	
	ii. Employer's Liability. Bodily injury by: <ul style="list-style-type: none"> a. Each accident b. Disease- Policy limit c. Disease - Each employee 	<p>\$500,000</p> <p>\$500,000</p> <p>\$500,000</p>
(d)	Professional Liability- Professional Liability (errors and omissions) insurance with respect to its professional Activities	\$1,500,000

2. An umbrella or excess liability policy over primary liability insurance coverage is an acceptable method to provide the required insurance limits.
3. The above establishes minimum insurance requirements. It is the sole responsibility of CONTRACTOR to determine the need for and to procure additional insurance that may be needed in connection with this Contract. Copies of insurance policies shall be submitted to the District upon written request.
4. CONTRACTOR shall not commence work until it has obtained required insurance and filed with the District a properly executed Certificate of Insurance that clearly evidences the required insurance coverage. The certificate shall name Special School District No. 1 as the certificate holder and as an additional insured for the Commercial General Liability coverage (excluding professional liability or errors and omissions) with respect to operations covered under the Contract. The certificate should also show that the District will receive 30 days' prior written notice in the event of cancellation, non-renewal or material change in any described policies.

5. CONTRACTOR shall furnish to the District updated certificates during the term of the Contract as insurance policies expire. If a CONTRACTOR fails to furnish proof of insurance coverage, the District may withhold payments and/ pursue any other right or remedy allowed under the Contract, law, equity, and/or statute.

6. If CONTRACTOR is unable to obtain a required insurance coverage, or coverage is not renewed or is cancelled during the term of this contract, CONTRACTOR shall make immediate good faith efforts to obtain or replace the coverage in the open market. If such efforts are unsuccessful, CONTRACTOR shall immediately notify the District.

Exhibit 7 - District Billing for Additional Services

Special education and assessment will be provided for students who are in need and qualify for such services by licensed special education staff, or staff with approved Minnesota Department of Education variances. The District will provide school psychologist, related services and due process support necessary to complete such assessments and maintain due process records.

There is a maximum to the amount of special education support provided to your site at this level. If there are more students than this amount of teacher time can support, or if the District requests that a program enroll students with significant needs beyond the scope of which the special education teacher can handle, the district may provide additional support at no additional cost, to be arranged as needed.

The District will provide additional support to the alternative school programs, which will include social work, counseling and clerical at no cost.

Exhibit 8 - MPS Title I Contract Alternative Process

1. School receives Title I allocation information in Spring
2. School creates a yearly SIP with input from stakeholders.
3. School completes Title I Budgeting Worksheet & School Equity Considerations for Budgeting Document in the Spring
4. Following each school month, school will submit an itemized invoice to MPS for Title I services provided or goods purchased by the 15th of the following month (ex. September invoice due by October 15th). The invoice must include:
 - a) School name
 - b) Month of service
 - c) Categories of expense (staffing, supplies, food for a parent event, etc.)
 - d) Dollar amount for each category
 - e) How each expense is aligned to the SIP (location in SIP)
 - f) Title I area of each expense (Basic or Family Involvement)
 - g) Total dollar amount
5. MPS will process invoices and reimburse the school for expenses incurred the previous month.

Note: Schools will not be paid before services are provided or supplies have been ordered.

Exhibit No 9 - Minneapolis Public Schools Contract Alternative School Accountability Plan

The Minneapolis Public Schools Accountability Plan serves three primary functions at renewal:

1. It provides a protocol for the MPS Contract Alternative Program department to gather and evaluate evidence to determine whether a school has made an adequate case for renewal. In turn, this evidence assists CAP in deciding if it can make the required legal and other findings in order to reach a positive recommendation for renewal.
2. It also provides the school with a guide to understanding CAP's evaluative criteria. The metrics and annual performance targets encompass the critical indicators of our Contract Alternative Programs (CAP) success and their need for an ongoing feedback loop. The annual performance targets will measure both best practice and overall school and student performance.
3. These processes will be employed on an annual basis for the next 3 years, to be completed by June of each year. In addition to these processes are annual site visits by MPS CAP administration for staff interviews, classroom observations, curriculum reviewing, and joint discussion with MPS and sites leadership regarding both academic and site data. Additionally, quarterly evaluations in collaboration between site leadership and MPS district staff regarding credit attainment and attendance rates are tabulated, shared and examined for the purpose of optimizing both school and student performance. New supplemental academic support programs that might be developed over the course of the contract term may be included in future evaluations.

Furthermore, CAP will not generally use every benchmark during every kind of renewal review, and how the benchmarks are used differs depending on a school's circumstances. No school should fear that a failure to meet every element of every benchmark means that it is not in a position to make a case for renewal. CAP understands that the performance framework sets a very high standard collectively; as such, perfection on every benchmark is not required to be renewed. Programs will be allowed to add a narrative to all areas being assessed to provide additional information to be used for evaluation.

*The Accountability Plan may be amended at any time with notice and agreement of the school.

Accountability Measures

Part A. Academic Achievement

Goal 1A- At least 70% of students enrolled in grades 9 and 10 in each contract alternative high school will meet or exceed their expected growth goal as measured by the FAST Reading assessment. This measure will only look at those students that were enrolled in the same contract alternative only during either the Fall to Winter or Winter to Spring FAST testing windows.

Goal 2A- At least 70% of students enrolled in grades 9 and 10 in each contract alternative high school will meet or exceed their expected growth goal as measured by the FAST Mathematics assessment. This measure will only look at those students that were enrolled in the same contract alternative only during either the Fall to Winter or Winter to Spring FAST testing windows.

Goal 3A- At least 80% of credits attempted will be earned by students enrolled in each contract alternative high school for any period of time.

Goal 4A- At least 80% of students enrolled in a single contract alternative high school for the majority of the school year (≥ 95 days) will earn 5.375 or more academic credits (on-track).

Goal 5A- At least 80% of graduation-eligible seniors will graduate on time. For the purpose of this measure, we will look at only those students that have a reasonable ability to graduate as determined by their enrollment classification. In calculating the "reasonable ability" measure, it will

be assumed that each contract alternative high school will offer a minimum of 5.375 credits during the school year and a summer school program offering at least 2.5 credits.

Goal 6A- At least 80 percent of continuously enrolled students in grades 9, 10, 11 or 12 will remain on-track for graduation.

Goal 7A- 100% of graduates will have successfully completed all components of the My Life Plan database.

Goal 8A- 75% of students taking advanced courses will achieve a passing score

**Address seniors who need less credit but need to be there longer due to meeting other graduation requirements

Part B. Student Well-Being

Goal 1B- The average daily attendance rate of students enrolled in a single contract alternative high school for the majority of the school year (≥ 95 days) will exceed 90%.

Goal 2B- At least 80% of students enrolled in a contract alternative program will either sustain or improve their average daily attendance rate as compared to each student's previous placement.

Goal 3B- Fewer than 10% of the student body will be suspended at any point in the academic year.

Goal 4B- At least 75% of students that do not graduate or return to a comprehensive high school will be retained.

Goal 5B- Fewer than 16.5% of students attending the school will drop out.

Goal 6B- Utilizing the HOPE, DAP, or other pre-approved survey:

At least 75% of students will report positive or favorable opinions regarding their own personal social and emotional satisfaction with the school.

Part C. Effective Staff

Goal 1C- 0% of classroom teacher vacancies at start of school year

Goal 2C 90% of employee retention

Part D. School Climate

Goal 1D- Utilizing the HOPE, DAP, or other pre-approved survey:

At least 75% of students will report positive or favorable opinions regarding school climate and/or operations.

At least 75% of families surveyed utilizing MPS-issued surveys will agree or strongly agree with measures of school satisfaction.

Exhibit 10 - Mandated Procedures

1. MPS procedures must be followed when suspending all students. For students receiving special education services - consult with your assigned special education teacher prior to suspension.
2. Programs must follow the Pupil Fair Dismissal Act and MPS Discipline policy for suspending and removing students from the program.
3. A suspension form must be completed and entered into MPS reporting system and a district generated suspension letter sent to parent/guardian within 48 hours for any removals one day or longer.
4. A staff member from the school must attend all mandatory MPS meetings and training.
5. Attendance must be taken and properly recorded every day.
6. MPS Student Placement procedures must be followed when accepting new students.
7. Homebound Instructional Services may not be initiated prior to consulting with the Contract Alternative Special Education DPF or Director of Contract Alternative Programs.
8. All registration paperwork must be accurately completed and submitted before a student may start the program. Unaccompanied youth and Homeless and Highly Mobile student's paperwork can be completed and submitted by a MPS DLD.
9. Any police or ambulance involved incidents must be written up and submitted to the Contract Alternative Office within 24 hours. School must immediately call the Director of Contract Alternative programs to report the incident.
10. Administrative Transfer forms must be submitted to the MPS expulsion and transfer office within 24 hours.
11. A background check must be on file for everyone, including volunteers, who have contact with students.
12. A summary of Title I expenditures must be submitted monthly.

*Any of the above procedures, may be amended at any time with notice to the school.

Exhibit A

THE AMOUNT OF SUPPORT IN ACCORDANCE WITH FORMULA SPECIFIED IN MINN. STAT. 124.D.69

The Program Takoda Prep has an estimated Average Daily Membership (ADM) or:

33.69	Secondary students
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as a basis for payment under Minn. Stat 12D.69 and amendments.

Grades	Total # of students	Weighting	Weighted Student Number	2021/2022 Revenue	Total Revenue
4-6 Grades		1.0			
7-12 Grades	33.69	1.2	40.43	\$317,175	\$317,175

We have used projected enrollment to determine the amount of support. Reconciliation may begin in January 2024 if necessary to reconcile a total amount paid to the school with the total amount due based on actual enrollment. After February 15th, 2024, a final adjustment payment to or refund from the school will be made based on the actual ADMs for 2023-24. A monthly invoice will be submitted to Minneapolis Public Schools to request payment. Actual ADM for eligible students for 2023-24 school-year will determine the final budget allocation.

Compensation for Compensatory Education and Title I funding is in the table below.

Funding Source	Total Dollars	Monthly Allocation (based on 10 Months)
ADMs	\$317,175	\$31,717.50
Compensatory Education	\$131,926	\$13,192.60
Title 1 (Invoice through Funded Programs)	\$1,137 (Title 1 Family) \$45,227 (Title 1 Basic)	Invoiced Monthly
Total Monthly Payments		\$44,910.10

Funding for approved summer school programs will be distributed when the district received the funds from the state (approximately December for the year following summer school). There will be no reimbursement for students 21 and over.

TOTAL AMOUNT TO TAKODA PREP \$495,465

AGREEMENT

Special School District No. 1 and EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK 2023-2026

This Agreement is made by and between the Board of Education of Special School District No. 1, Minneapolis Public Schools, ("District"), and EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK; operating a nonpublic, nonsectarian program; organized as a non-profit corporation under the Laws of the State of Minnesota; and doing business at EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK Alternative Program at EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK, Minneapolis, MN 55411.

I. GENERAL PROVISIONS

A. Purpose

The purpose of this Agreement is for EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK to provide educational services on behalf of the District, at EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK for District Students who are eligible to receive educational services in an alternative setting under the authority of Minn. Stat. § 124D.68. This agreement includes providing educational options for students who have been expelled or excluded from District schools. This agreement shall terminate if funding for this alternative program ceases or changes pursuant to Minnesota or federal law.

B. Compliance with Laws

EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK shall comply with all applicable Minnesota and federal laws and regulations including but not limited to: the Minnesota Pupil Fair Dismissal Act, (PFDA) Minn. Stat. § 121A.40 - .56; the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. Ch. 33; Minnesota laws applicable to students with special needs, Minn. Stat. Ch. 125A; the Maltreatment of Minors Reporting Act, Minn. Stat. § 626.556; Section 504, 29 U.S.C. § 794; the Family Education Rights and Privacy Act, (FERPA), 20 U.S.C. § 1232g; and the Minnesota Government Data Practices Act, (MGDPA) Minn. Stat. Ch. 13.

C. District Students

EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK shall accept for enrollment eligible students at EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK. An eligible student is a District student, grades X-XX, who meets the definition of eligible student in Minn. Stat. § 124D.68, as amended.

D. Enrollment/Exit Procedures

1. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK shall follow the enrollment process as described in Exhibit 1.
2. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK may not impose any admission requirements in addition to or beyond eligibility requirements in MN Stat. 124D.68 subd. 2
3. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK shall provide the District with information on a weekly basis regarding openings for students including but not limited to information about the grade level and type of each opening if applicable.
4. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK will accept students referred to them by the District for students in need of placement even if doing so puts them over their capped enrollment. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK shall contact the Director of Contract Alternatives if additional student enrollment will compromise program performance. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK will be paid for the ADMs generated.
5. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK may not exit students prior to meeting with a student and their parent/guardian for all students under the age of 18.
6. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK must follow MN Stat. 126.05 subd. 8 and withdraw any student who has been absent from school for 15 consecutive school

days during the regular school year or for five consecutive school days during summer school or intersession classes of flexible school year programs without receiving instruction in the home or hospital.

7. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK must follow all District procedures for implementing Homebound Instructional Services and will consult with the Contract Alternative Program Special Education DPF, School Social Worker or School Nurse and/or Contract Alternative Director prior to initiating.
8. Determination as to whether or not student conduct warrants an administrative transfer or expulsion will be made by the MPS Expulsion and Transfer Office (ETO), in consultation with the Director of Contract Alternative Programs.
9. All student data will be maintained and updated by the District and available to EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK upon request, and as allowed by law. This includes access to student information systems maintained by the district.

II. CONTRACT

A. Duration

The term of this Agreement shall commence on the date following execution by the District and will continue in effect until June 30, 2026 unless terminated by law or according to the provisions herein. As a Learning Year Program, this contract encompasses academic programming during the traditional school year, before and after-school credit recovery and summer school.

B. Renewal

Terms for renewal are based on successful performance and evaluation and will be granted for up to 3 years based on information and data collected as described in Exhibit 9.

III. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK RESPONSIBILITIES

A. Student Learning and Academic Measurement Standards

1. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK must provide programming that will allow students to fulfill state and district mandated graduation requirements which include:
 - a. A minimum of twenty-one and a half (21.5) year-long credits in the required MPS academic areas for all graduates (A "year-long-credit" is the equivalent of the successful completion of an academic year of study or student mastery of applicable state standards.) as listed in Exhibit 2
 - b. Meet yearly milestones as required by the My Life Plan or other district identified data system. ("My Life Plan" is the career and college exploration and decision assisting curriculum framework used by the District.)
 - c. Participate in all mandated state testing and local assessments that are part of either the state of Minnesota or District accountability model, in accordance with Minnesota and District standards.
2. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK shall develop a Continual Learning Plan (CLP) for each student within one month of enrollment. The plan must address any areas of needed growth, specific goals, objectives and a timeline to achieve them, as well as methods of evaluation. The CLP shall meet the requirements of Minnesota Statutes, section 124D.128, Subdivision 3. The CLP must be reviewed quarterly and meet the criteria listed in Exhibit 3. All updated CLPs will be submitted to CAP School Counselor quarterly.
3. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK shall comply with the following provisions regarding testing and assessment:
 - a. require District students to participate in mandatory state testing.
 - b. require District students in grades 7, 8, 9 and 10 to participate in FAST testing.
 - c. require District students in grades 11 to participate in ACT testing.

- d. provide opportunities for students in grades 11 & 12 to participate in ACCUPLACER testing.
 - e. have a test coordinator attend all required District meetings.
4. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK shall meet the requirements of Minn. Stat. § 124D.68, all applicable federal and Minnesota state education laws, federal regulations and the Rules of the Minnesota Department of Education.
 5. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK shall provide a learning setting that complies with state of Minnesota education health and safety standards and that is conducive to learning.
 6. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK shall provide a minimum of six-hour educational day exclusive of a lunch period or shall provide as appropriate 1020 educational hours per school year.
 7. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK shall meet the Accountability Plan measures as outlined in Exhibit 9.
 8. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK shall have a written grievance policy for students and ensure that students are aware of this policy and will have clear guidelines for graduation and shall share this information with guardians and students.
 9. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK shall set up a communication system with parents designed to ensure that parents are aware of their policies and procedures.
 10. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK shall utilize MPS accountability systems for maintaining accuracy in reporting for both Title I documentation and School Improvement Planning goals and measures
 11. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK will follow all Mandated Procedures as outlined in Exhibit 10
- B. Special Education and Section 504 Services and Standards
1. For any prospective student with an IEP (individual education plan), EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK must review the IEP with the Contract Alternative Program Special Education DPf prior to enrolling the student to determine the appropriateness of the placement.
 2. For any student with an IEP, EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK shall provide appropriate space for District to provide special education and related services required by the IEP. This includes adequate classroom space for instruction, confidential meeting space with access to a phone to conduct IEP meetings, access to a secure printer and a filing cabinet with a lock for confidential documents.
 3. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK shall require classroom teachers to implement the provisions of the IEPs and ISPs (individual accommodations and adaptations, as well as all requirements of student Behavior Intervention Plans), that require classroom modifications, as required by law.
 4. Students receiving special education services may not be exited or transferred from a Contract Alternative program without a full IEP team meeting, including District Administrative Representation.
 5. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK shall follow all special education and 504 standards as listed in Exhibit 4.
- C. Employment Standards for Staff
1. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK shall employ as instructional staff only such persons as are properly licensed by the State of Minnesota appropriate to the level of instructional services provided. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK shall have a copy of each teacher's license on file. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK may employ such other staff as may be needed. EASTSIDE

NEIGHBORHOOD SERVICES- MENLO PARK will follow MDE guidelines for highly qualified staff, and any other applicable laws and regulations.

2. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK will submit to Minneapolis Public Schools staffing information for any innovative program waivers and out of field permission requested for staff at EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK.
 3. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK shall implement background checks on all new employees in accordance with Minnesota law and will report the results of background checks to the CAP office within two weeks of the time the employee begins to work for EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK. Employees required to undergo background checks include, but are not limited to:
 - a. Teachers and teaching assistants;
 - b. Administrators and business office personnel;
 - c. Custodians and clerical staff;
 - d. Transportation providers under contract with EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK or a member school;
 - e. Childcare providers at EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK.
 4. When offering employment to a licensed teacher, EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK shall contact the Board of Teaching to determine whether there has been any disciplinary action against a teacher based on a board determination that sexual misconduct or attempted sexual misconduct occurred between the teacher and a student.
 5. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK shall require EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK staff to participate in staff development sessions regarding Mandated Reporting, Ethics and other Districted and/or state mandated training as well as appropriate implementation of special education services and 504 Plan services.
 6. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK staff shall be able to attend any District-sponsored staff development at the same cost and basis as a District employee and be provided with appropriate documentation of such staff development.
- D. Record and Reporting Requirements
1. Report on Student Attendance
 - a. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK shall report accurate student attendance for each day programs are in session using a format and reporting schedule prescribed by the District.
 2. Annual Student Achievement, Improvement, Organization Reports
 - a. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK shall provide the District with an Annual Report for each school year on or before November 15th of each year for the previous school year. The Annual Report shall contain at least the items listed in Exhibit 5. Liability and Property Insurance Certificates shall be sent to the District with the Annual Report.
 3. Financial Reporting
 - a. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK will receive a yearly Memorandum of Agreement (MOA) from the District that outlines Revenues and Expenditures for the upcoming year. This MOA will include projected ADMs, Compensatory and Title I dollars.
 - b. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK will submit a budget for the coming school year by August 15th that will address all expenditures taken from dollars passed through by the District each year this contract is in effect.
 - c. If the District has been informed by the State, EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK auditor, EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK creditor,

through its own investigation, or by another manner that EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK or one of its affiliates is more than 60 days in arrears for its payments to creditors, District may request and EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK shall submit to the District a listing of all creditors for whom there is an outstanding liability.

- d. No administrative oversight fees may be taken from compensatory dollars or Title dollars.
 - e. Title I dollars will be reimbursed following the process set forth in Exhibit 8.
 - f. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK shall provide the District with access to all payroll records regardless of whether EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK uses an external payroll service, within a reasonable time period.
4. Records Management and Retention
- a. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK shall retain any and all books, documents, papers, financial records and other records related to the services EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK provides to the District for a period of six years after the year in which EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK provides the service. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK agrees that the District or its duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary with reasonable notice, shall have access to and the right to the records that are pertinent to and involve transactions relating to this Agreement. This requirement applies to all records including records of grants or other revenue received from the City of Minneapolis, Hennepin County, the State of Minnesota, the federal government and other public or private sources for the services rendered under the Agreement.
 - b. Upon termination of the contractual relationship between EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK and the District, EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK agrees to immediately turn over to the District any and all documents, papers, finance records and other student records related to services provided.
- E. Follow District Policies
- a. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK shall follow all other District Policies, where applicable, including but not limited to Chapter 5000 of the Minneapolis Public Schools Policies & Regulations.
- F. Other Legal Requirements
1. Nondiscrimination
 - a. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK shall abide by state and federal laws prohibiting discrimination in education and employment. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK shall provide to the District all information and reports about EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK nondiscrimination policies when required by the District to do so.
 2. Facilities Occupancy Certificate
 - a. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK shall maintain a current "Facilities Occupancy Certificate" issued by the City of Minneapolis.
 3. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK shall notify the District of any proposed or actual significant changes in EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK policies or staff.

IV. DISTRICT RESPONSIBILITIES

A. Financial Auditing

1. A District audit will be conducted annually to review finances related to public school dollars being used to support the program
- B. Provisions of Special Education Instruction and Related Services
 1. The District, using District employees, shall provide direct and indirect special education and related services to those students determined to be eligible for such services consistent with their IEP's.
- C. Monitoring and Support Services
 1. The District shall monitor EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK performance of its obligations under this Agreement.
- D. Payment
 1. The District shall pay EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK as outlined in Section V herein. This amount shall be net of any fees.
 2. Payments will be divided over ten months, September through June of each contract year.
- E. Transportation
 1. The District will provide transportation or transportation dollars to students who live in the Minneapolis District and who qualify for such services.
- F. Staff Development
 1. The District will hold a beginning of the year mandatory kick-off session and end of year wrap up session for all CAP schools.
 2. The District will provide two full-day staff development opportunities for all EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK staff.
 3. The District will provide an annual information session for EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK staff around Title I reporting, SIP completion, 504 Plans, PSWE and Family Engagement.

V. FINANCIAL SUPPORT FOR CONTRACT EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK

- A. District shall pay EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK pursuant to Minnesota Statutes § 124D.69. District shall make payment only upon average daily membership documentation submitted by EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK in such form as deemed satisfactory by District. District may begin the reconciliation process with an adjustment to the monthly payments starting in April of each contract year, if necessary to reconcile the total amount paid to EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK with the total amount due based on actual enrollment. District shall provide funding only if EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK has complied with the terms of this Agreement and any reasonable requests of District. Final ADM counts provided by the state will be used to determine final payments. The payment will be net of any charges for services provided by the District.

VI. CONTRACTING WITH OTHER ENTITIES

- A. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK shall neither enter into subcontracts for performance of any of the purchased services contemplated under this Agreement nor assign this Agreement, without prior written approval of the District and subject to such conditions and provisions as the District may deem necessary. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK shall be responsible for the performance and liability of all subcontractors.
- B. In the event EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK enters into a contract with another school district to provide educational services for students for whom the other school district is responsible, EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK shall indemnify District for any loss of any kind that District may incur because of EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK contract with another school district.

VII. INSURANCE REQUIREMENTS AND FINANCIAL ASSURANCE

- A. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK shall at its own expense, maintain comprehensive general liability insurance covering claims that arise out of its acts and operations under this Agreement for which it may be legally liable. At a minimum, EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK must provide insurance coverage in accordance with Exhibit 6.
- B. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK or its members shall also maintain property insurance covering the facility in which the educational program is located.
- C. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK 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 EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK.
- D. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK will provide electronic access to the annual audit, along with any auditor's notes at the same time the report is sent to the Board of the overseeing agency.

VIII. INDEMNIFICATION

- A. Except as expressly provided in this Agreement or in connection with insurance coverage required to be provided in this Agreement by one party for the benefit of the other, each party shall be responsible for its own legal representation and legal costs.
- B. Except where there is an actual or potential conflict of interest, the parties shall fully cooperate with legal counsel for one another in connection with any legal claim asserted against either of them for services provided under this Agreement.
- C. Nothing in this Agreement is intended to nor shall the terms of this Agreement expand the liability of the District and EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK under Minnesota law.
- D. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK shall indemnify, save and hold the District, its employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits, costs, judgments, or other forms of liability to third parties, actual or claimed, including attorney's fees, for injury to property or persons, occurring or allegedly occurring in, on or about EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK property, based on conduct committed by EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK or by its employees, officers, directors, subcontractors, or agents. Upon timely written notice from the District, EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK shall defend the District in any action or proceeding against the District that is within the purview of this paragraph.
- E. Notwithstanding any other provision of this Agreement, EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK shall not settle or compromise any claim against it relating to its obligations under this Agreement without a signed agreement of approval from the District.
- F. The foregoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability to third parties provided or available to either of the parties under applicable state governmental immunities laws.
- G. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK personnel or other persons while engaged on behalf of EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment with EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK including without limitation, claims of discrimination against EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK, its members, officers, agents, contractors or employees shall in no way be the responsibility of the District and EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK shall defend indemnify and hold the District, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission, or

court, and from the expenses of defending such claims, including attorney's fees. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK personnel and other persons engaged on behalf of EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the District, including, without limitations, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, unemployment compensation, disability, severance pay, and P.E.R.A.

IX. RELATIONSHIP OF THE PARTIES

- A. It is agreed that nothing contained in this Agreement is intended, or should be construed in any manner, as creating or establishing the relationship of partners between the District and EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK or as constituting EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK as the agent, representative or employee of the District for any purpose or in any manner whatsoever. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK is to be and shall remain an independent contractor with respect to all services performed under this Agreement. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK represents that it has, or will secure at its own expense, all personnel required to perform its obligations under this Agreement. All staff employed by EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK either directly or indirectly shall be employees of EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK or its affiliates and not the District. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK or its affiliates shall determine salary, benefit eligibility, retirement plans, and performance standards, continuing professional development needs and all other incidents and benefits of employment.

X. AMENDMENT

- A. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment to this Agreement and duly signed by the parties hereto.

XI. DEFAULT, NOTICE AND CURE

A. Inability to Perform

1. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the educational services to be provided to the District under this Agreement. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK shall immediately notify the District in writing whenever it is unable to, or reasonably believes it is going to be unable to, provide the agreed upon quality and quantity of educational services. Upon such notification, the District shall determine whether such inability requires a modification or immediate cancellation of this Agreement without opportunity for cure.

B. Default by EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK

1. Unless excused by District default or District waiver of default, any of the following occurrences shall constitute default on the part of EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK:
 - a. Failure to comply with any relevant legal requirements.
 - b. Failure to perform any duties or requirements outlined in this Agreement.
 - c. Failure to respond to requests by the District for information about EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK financial status.
 - d. Failure to create, implement and advance a plan for payment of creditors.
 - e. Failure to acquire and hold a lease for the building space used for instruction.
 - f. Failure to pay the Internal Revenue Service and Minnesota Department of Revenue any monies due.
 - g. Failure to maintain adequate records, both student records and financial records regarding the program.

C. Default by District

1. Unless excused by EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK default, or EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK waiver of default, failure to perform any other material provision of this Agreement shall constitute default on the part of the District.

D. Written Notice of Default

1. Unless otherwise provided in this Agreement, no event shall constitute a default giving rise to the right to terminate unless and until written Notice of Default is given to the defaulting party, specifying the particular event, series of events or failure constituting the default and specifying the cure period, if any.

E. Cure Period

1. If the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) business days or such other time as may be specified under the terms of this Agreement or in the Notice of Default, then this Agreement may be terminated by written notice as provided in paragraph XII below.

XII. TERMINATION OF AGREEMENT

A. With or Without Cause

1. This Agreement may be terminated by either party, with or without cause, effective on July 1 of any given contract year, provided that the party wishing to terminate the Agreement delivers a Notice of Termination to the authorized representative of the other party on or before April 1 immediately preceding the July 1 termination date. If both parties agree, this Agreement may be terminated at any other time during the term of this Agreement. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK will return all District resources and property upon termination of the agreement.

B. Changes in Legislation

1. If legislation changes the funding formula; either side may terminate the agreement with thirty days notice.

C. Changes in Policy or Staff

1. The District reserves the right to terminate this Agreement without opportunity to cure if the District determines that a proposed or actual significant change in EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK policies or staff is contrary to the purpose of this Agreement or contrary to relevant District policies.

D. Termination After Failure to Cure Default

1. If, after the time specified for cure of default in the Notice of Default issued in accordance with paragraph XI.D above, the party in default has failed to cure the default in a manner satisfactory to the party issuing the Notice of Default; the party not in default may issue a Notice of Termination. The Notice of Termination must be delivered to the Authorized Representative of the party in default. The Notice of Termination shall specify the bases for the termination.

E. Default by EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK

1. After receipt of Notice of Termination from District because of default by EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK, and except as otherwise directed by District, EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK shall:
 - a. Discontinue provision of services subcontracted pursuant to paragraph VI of this Agreement on that date or to the extent specified in the Notice of Termination.
 - b. Cancel all orders and subcontracts to the extent that they relate to the performance of services subcontracted pursuant to paragraph VI of this Agreement and are canceled by the Notice of Termination.

- c. Settle all outstanding liabilities and all claims arising out of such cancellation of orders and subcontracts, with the approval or ratification to the extent that may be required, which approval or ratification shall be final for all the purposes of this clause.
 - d. Complete performance of such services subcontracted pursuant to paragraph VI of this Agreement that shall not have been canceled by the Notice of Termination.
 - e. Maintain all records relating to performance of the canceled portion of this Agreement for a minimum of six years. EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK shall maintain records for a longer period if reasonably required to do so by the District.
 - f. Forward all student records to the District within 30 days and return all property belonging to the District.
- F. Default by District
- 1. After receipt of Notice of Termination from EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK because of default by District, and except as otherwise directed by EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK, District shall:
 - a. Cancel all orders and subcontracts to the extent that they relate to the performance of services subcontracted pursuant to paragraph VI of this Agreement and are canceled by the Notice of Termination.
 - b. Settle all outstanding liabilities and all claims arising out of such cancellation of orders and subcontracts, with the approval or ratification to the extent that may be required, which approval or ratification shall be final for all the purposes of this clause.
 - c. Complete performance of such services subcontracted pursuant to paragraph VI of this Agreement that shall not have been canceled by Notice of Termination.
 - d. Maintain all records relating to performance of the canceled portion of this Agreement for a minimum of six years. District shall maintain records for a longer period if reasonably required to do so by the EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK.

XIII. REMEDIES

- A. Notwithstanding any cure period, District is entitled to recover from EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK any damages sustained by District by virtue of any breach of this Agreement by EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK, and District may withhold payments to EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK for the purpose of set-off provided that such amounts withheld are reasonably related to actual damages.
- B. It is agreed that any right or remedy provided for in this Agreement shall not be considered as the exclusive right or remedy of either party for any default in any respect by the other party, but such right or remedy shall be considered to be in addition to any other right or remedy hereunder or allowed by law or equity.
- C. Either party's failure to insist upon strict performance of any covenant, agreement, or stipulation of the Agreement or to exercise any right contained in the Agreement, shall not be a waiver or relinquishment of such covenant, agreement, stipulation, or right, unless the waiving party consents thereto in writing. Any such written consent shall not constitute a waiver or relinquishment of the future exercise of such covenant, agreement, stipulation or right.

XVI. NO THIRD-PARTY BENEFICIARY RIGHTS

- A. No third party, whether a constituent of the District or otherwise, may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of, the District or

EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK in this Agreement. This Agreement is not intended to create any rights of a third-party beneficiary.

XVII. CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

- A. This Contract shall be construed under Minnesota law (without regard for choice of law considerations) and the policies and procedures of the District, as amended from time to time. 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.

XVIII. INDEMNIFICATION

- A. 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.

Exhibits 1 through 12 & Exhibit A are attached and incorporated herein by reference.

Exhibit 1 - Enrollment Process

Exhibit 2 - Graduation Requirements

Exhibit 3 - Continual Learning Plan (CLP) Requirements

Exhibit 4 – Special Education and 504 Plan Expectations

Exhibit 5 - Annual Report and School Improvement Plan Minimum Requirements

Exhibit 6 - Insurance Requirements

Exhibit 7 - District Billing for Additional Services

Exhibit 8 - Title One

Exhibit 9 - Minneapolis Public Schools Contract Alternative School Accountability Plan

Exhibit 10- Mandated Procedures

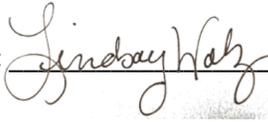
Exhibit A - THE AMOUNT OF SUPPORT IN ACCORDANCE WITH FORMULA SPECIFIED IN MINN. STAT.

IN WITNESS, WHEREOF, the parties have executed this Agreement on the date and year written below.

BOARD OF EDUCATION
SPECIAL SCHOOL DISTRICT NO. 1

EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK

By: _____
Date

By:  _____ 5/24/2023
Date

Title: _____

Title: Sr. Director, Youth & Families

Exhibit 1 - Enrollment Process

Student Placement Services
1250 West Broadway
612-668-1840

Students must contact the MPS Student Enrollment Center for placement before they enroll or start classes if:

They are new to MPS or returning after more than a calendar year
They are new to the country
They have a home language other than English
They have an IEP

Student Enrollment will:

- Ask parent/guardians to complete intake paperwork and fax a copy to the Contract Alternative Program office at Davis Center
- Request and review student records
- Tell students about options within the district including Contract Alternative Programs
- Review student's special education needs and refer Federal Setting II and higher to district staff for placement (Contract Alternatives do not serve setting 3 or higher)
- Review any health concerns.
- Complete student placement in MESA, Contract Alternative Program staff will receive email notification.
- Immediately place any students identified as Homeless and Highly Mobile and work to obtain records following the placement.
- Administer the WIDA Screener to any students with an Home language other than English to determine EL eligibility (unless they already have a current WIDA level form another district or state)

If Enrollment is unable to retrieve a student's records within three days, they will place the student with the information they have. The sites will then need to continue pursuing the student's records.

New Families Center will:

Request and review student records
Administer the WIDA Screener to determine ELL eligibility.

Students Receiving Special Education Services

Fax/Email student names and ID numbers to the Contract Alternative Office
Contract Alternative Special Education Department reviews the student records and let you know if the site can provide appropriate services.
Students should not start classes until the special education review is complete.

Students with Medical/Health Concerns

Fax/Email student names and ID numbers to the Contract Alternative Office
Contract Alternative Nurse will review medical needs to assist in appropriate school placement.

All Students

Contract Alternative Programs will turn in weekly site count to Student Enrollment Services. This will assist in placing students wanting to enroll in a Contract Alternative Program.
If your program is at full capacity, please refer students to another school or back to Placement Services.
Do not put students on a waiting list.

Exhibit 2 – Graduation Credit Requirements

Graduation Credit Requirements for Students under 2019 – 2024 Graduation Requirements

- 4 year-long credits in language arts
- 3.5 year-long credits in social studies, including:
 - 1.0 U.S. history
 - 0.5 geography
 - 1.0 world history
 - 0.5 Government and citizenship
 - 0.5 Economics
- 3 year-long credits in mathematics, including (at minimum)
 - 1 year-long credit in intermediate algebra
 - 1 year-long credit in geometry
 - 1 year-long credit in advanced algebra or statistics and probability
- 3 year-long credits of science, including (at minimum)
 - 1 year-long physical science
 - 1 year-long biology
 - 1 year-long of chemistry or physics
- 1 year-long credit in the arts
- .5 year-long credits in physical education
- .5 year-long credits in health
- 6 year-long elective credits

Graduation Credit Requirements for Students under 2025 Graduation Requirements and Beyond

- 4 year-long credits in language arts
- 3.5 year-long credits in social studies, including:
 - 1.0 U.S. history
 - 0.5 geography
 - 1.0 world history
 - 0.5 Government and citizenship
 - 0.5 Economics
- 3 year-long credits in mathematics, including (at minimum)
 - 1 year-long credit in intermediate algebra
 - 1 year-long credit in geometry
 - 1 year-long credit in advanced algebra or statistics and probability
- 3 year-long credits of science, including (at minimum)
 - 1 year-long physical science
 - 1 year-long biology
 - 1 year-long of chemistry or physics
- 1 year-long credit in the arts
- .5 year-long credits in physical education
- .5 year-long credits in health
- .5 year-long credits in Ethnic Studies
- 5.5 year-long elective credits

Exhibit 3 – Continual Learning Plan Requirements (CLP)

CLPS for all enrolled students needs to be submitted to MPS quarterly to be reviewed

Programs need to develop Continual Learning Plans (CLP's) that are:

- Learner Centered
- Individually Designed by the program
- Able to meet the specific program focus and student needs

CLPs are required annually for every student in a Contract Alternative Program. The student learning objectives must contain:

- Courses and credits the student plans to take
- Graduation requirements the student must complete (HS only)
- Assessment measurements used to evaluate a pupil's progress

CLPs must be signed and dated:

- The CLP will not be effective or valid unless a student has signed it
- Staff must sign the CLP
- Parent signatures must be included for students under the age of 18. Make your best effort to obtain and document your attempts to obtain a signature
- Forms must be updated at the beginning of every grading period
- Forms for summer school must be amended
- CLPS must be kept on file at each site for three years (not including the current year)

Exhibit 4 - Special Education and 504 Plan Expectations

1. All students with an IEP must be allowed to enter when they come into the building, this includes if they leave the building during the regular school day. Procedures may be established to process with their special education case manager and program administration prior to entering class.
2. All students receiving special education services have IEPs; therefore, they cannot be a part of a separate RTI process within the school and conflicts with their IEP. If there are academic or behavior concerns, they should be addressed with the special education resource teachers.
3. MPS licensed special education staff will be consulted with prior to a special education student's suspension as well as included on the special education student's intake. If suspension was related to a fight, the special education staff, in consultation with school site administration will determine if mediation is appropriate. Language should be included in a student accommodation page outlining if mediation is appropriate or if processing with their special education resource teacher upon return is more appropriate due to their disability.
4. Schools with Independent Study Programs (ISP) will have written requirements regarding student attendance and enrollment policies regarding students receiving special education services. All students receiving special education services referred to ISP must be reviewed by their special education case manager/teacher and deemed appropriate by the special education team.
5. In School Suspension (ISS) for students receiving special education services will be discussed and determined as an appropriate consequence with the student's case managers. If a special education student will have ISS, they will attend their scheduled special education courses/receive their daily minutes of service, per their IEP.
6. All schools will identify who their 504 coordinators are and will ensure that the 504 plans are being serviced by the regular education teachers and meetings are completed annually.

Exhibit 5 - Annual Report and School Improvement Plan Minimum Requirements

Minneapolis Contract Alternative Program

Each Minneapolis Contract Alternative Program is required to file a complete Annual Report **at the time of contract renewal** and **yearly** for each school year on or before November 15th of each year in addition to a yearly School Improvement Plan (SIP) based on a summary of the results achieved by the students at the Contract Alternative Program. The SIP is written each fall with updates in February and May. The Annual Report is required to be filed no later than October 1st of the first year of renewal.

Contract Alternative Program Annual Report should include all of the following information:

1. Program Mission and Vision statement.
2. A brief summary of site goals and School Improvement Plan & Family Engagement Plan
3. A copy of your Positive School-Wide Engagement Plan
4. A copy of your Emergency Management Procedures
5. A copy of the Continuous Learning Plan (CLP)
6. An up-to-date calendar, including extended learning and summer school times and dates
7. Program governance including the responsibilities of the board, board members, board selection process, program director/principal and other program management along with contact information.
8. Teaching and support staff information including staff names, file folder number, teaching assignments, approved waivers and positions.
9. A copy of teacher evaluation form and explanation of procedures
10. Program shall report results of background checks on all new employees hired within two weeks of the start date.
11. List any third-party contractors working directly with students.
12. A year up-to-date updated budget for the Program including salary allocations, benefits, and other income and benefits provided such as housing, car allowance, and any other benefits not specified herein, for all staff paid either wholly or partly with MPS funds: general education, compensatory education, Title I and ELL.
13. A breakdown of other expenditures that are paid for out of District funds including, but not limited to curriculum, rent, utilities etc.
14. A link to the most recent annual audit conducted by the organization, including the auditor notes and management letter
15. A link to the most recent Form 990.
16. Proof of property and liability insurance. (Please submit an updated copy upon renewal).
17. A copy of the policy and processing procedures of volunteers working with students.
18. Overhead percentage charged by the agency. Overhead must be within a reasonable range and is subject to review by MPS.

All information should be electronically submitted and all items must be included.

*Any of the above procedures may be amended at any time with notice to the school.

Exhibit 6 - SPECIAL SCHOOL DISTRICT NO. 1 MINNEAPOLIS PUBLIC SCHOOLS

INSURANCE REQUIREMENTS 2023-2026

In order to protect CONTRACTOR and Special School District #1 ("District"), CONTRACTOR agrees at all times during the term of this contract, and beyond such term when required under the terms of the Contract, to have and keep in force insurance coverage as indicated below:

Limits

1. For all Contracts beginning July 1, 2012, coverage in the types and amounts as set out below:

(a)	Commercial General Liability on an occurrence Basis with contractual liability coverage, including Officers and Directors Errors and Omissions with General Aggregate	\$1,500,000
	Products- Completed Operations Aggregate	\$1,500,000
	Personal and Advertising Injury	\$1,500,000
	Each Occurrence- Combined Bodily Injury and Property Damage	\$1,500,000
(b)	Automobile Liability- Combined single limit Each occurrence coverage or the equivalent Covering owned, non-owned, and hired automobiles	\$1,500,000
(c)	Worker's Compensation and Employer's Liability:	
	I. Worker's Compensation Statutory requirements. If the contractor is based outside the State of Minnesota, Coverage must apply to Minnesota Laws.	
	ii. Employer's Liability. Bodily injury by: <ul style="list-style-type: none"> a. Each accident b. Disease- Policy limit c. Disease - Each employee 	\$500,000 \$500,000 \$500,000
(d)	Professional Liability- Professional Liability (errors and omissions) insurance with respect to its professional Activities	\$1,500,000

2. An umbrella or excess liability policy over primary liability insurance coverage is an acceptable method to provide the required insurance limits.
3. The above establishes minimum insurance requirements. It is the sole responsibility of CONTRACTOR to determine the need for and to procure additional insurance that may be needed in connection with this Contract. Copies of insurance policies shall be submitted to the District upon written request.
4. CONTRACTOR shall not commence work until it has obtained required insurance and filed with the District a properly executed Certificate of Insurance that clearly evidences the required insurance coverage. The certificate shall name Special School District No. 1 as the certificate holder and as an additional insured for the Commercial General Liability coverage (excluding professional liability or errors and omissions) with respect to operations covered under the Contract. The certificate should also show that the District will receive 30 days' prior written notice in the event of cancellation, non-renewal or material change in any described policies.

5. CONTRACTOR shall furnish to the District updated certificates during the term of the Contract as insurance policies expire. If a CONTRACTOR fails to furnish proof of insurance coverage, the District may withhold payments and/ pursue any other right or remedy allowed under the Contract, law, equity, and/or statute.

6. If CONTRACTOR is unable to obtain a required insurance coverage, or coverage is not renewed or is cancelled during the term of this contract, CONTRACTOR shall make immediate good faith efforts to obtain or replace the coverage in the open market. If such efforts are unsuccessful, CONTRACTOR shall immediately notify the District.

Exhibit 7 - District Billing for Additional Services

Special education and assessment will be provided for students who are in need and qualify for such services by licensed special education staff, or staff with approved Minnesota Department of Education variances. The District will provide school psychologist, related services and due process support necessary to complete such assessments and maintain due process records.

There is a maximum to the amount of special education support provided to your site at this level. If there are more students than this amount of teacher time can support, or if the District requests that a program enroll students with significant needs beyond the scope of which the special education teacher can handle, the district may provide additional support at no additional cost, to be arranged as needed.

The District will provide additional support to the alternative school programs, which will include social work, school counseling and clerical at no cost.

Exhibit 8 - MPS Title I Contract Alternative Process

1. School receives Title I allocation information in Spring
2. School creates a yearly SIP with input from stakeholders.
3. School completes Title I Budgeting Worksheet & School Equity Considerations for Budgeting Document in the Spring
4. Following each school month, school will submit an itemized invoice to MPS for Title I services provided or goods purchased by the 15th of the following month (ex. September invoice due by October 15th). The invoice must include:
 - a) School name
 - b) Month of service
 - c) Categories of expense (staffing, supplies, food for a parent event, etc.)
 - d) Dollar amount for each category
 - e) How each expense is aligned to the SIP (location in SIP)
 - f) Title I area of each expense (Basic or Family Involvement)
 - g) Total dollar amount
5. MPS will process invoices and reimburse the school for expenses incurred the previous month.

Note: Schools will not be paid before services are provided or supplies have been ordered.

Exhibit No 9 - Minneapolis Public Schools Contract Alternative School Accountability Plan

The Minneapolis Public Schools Accountability Plan serves three primary functions at renewal:

1. It provides a protocol for the MPS Contract Alternative Program department to gather and evaluate evidence to determine whether a school has made an adequate case for renewal. In turn, this evidence assists CAP in deciding if it can make the required legal and other findings in order to reach a positive recommendation for renewal.
2. It also provides the school with a guide to understanding CAP's evaluative criteria. The metrics and annual performance targets encompass the critical indicators of our Contract Alternative Programs (CAP) success and their need for an ongoing feedback loop. The annual performance targets will measure both best practice and overall school and student performance.
3. These processes will be employed on an annual basis for the next 3 years, to be completed by June of each year. In addition to these processes are annual site visits by MPS CAP administration for staff interviews, classroom observations, curriculum reviewing, and joint discussion with MPS and sites leadership regarding both academic and site data. Additionally, quarterly evaluations in collaboration between site leadership and MPS district staff regarding credit attainment and attendance rates are tabulated, shared and examined for the purpose of optimizing both school and student performance. New supplemental academic support programs that might be developed over the course of the contract term may be included in future evaluations.

Furthermore, CAP will not generally use every benchmark during every kind of renewal review, and how the benchmarks are used differs depending on a school's circumstances. No school should fear that a failure to meet every element of every benchmark means that it is not in a position to make a case for renewal. CAP understands that the performance framework sets a very high standard collectively; as such, perfection on every benchmark is not required to be renewed. Programs will be allowed to add a narrative to all areas being assessed to provide additional information to be used for evaluation.

*The Accountability Plan may be amended at any time with notice and agreement of the school.

Accountability Measures

Part A. Academic Achievement

Goal 1A- At least 70% of students enrolled in grades 9 and 10 in each contract alternative high school will meet or exceed their expected growth goal as measured by the FAST Reading assessment. This measure will only look at those students that were enrolled in the same contract alternative only during either the Fall to Winter or Winter to Spring FAST testing windows.

Goal 2A- At least 70% of students enrolled in grades 9 and 10 in each contract alternative high school will meet or exceed their expected growth goal as measured by the FAST Mathematics assessment. This measure will only look at those students that were enrolled in the same contract alternative only during either the Fall to Winter or Winter to Spring FAST testing windows.

Goal 3A- At least 80% of credits attempted will be earned by students enrolled in each contract alternative high school for any period of time.

Goal 4A- At least 80% of students enrolled in a single contract alternative high school for the majority of the school year (≥ 95 days) will earn 5.375 or more academic credits (on-track).

Goal 5A- At least 80% of graduation-eligible seniors will graduate on time. For the purpose of this measure, we will look at only those students that have a reasonable ability to graduate as determined by their enrollment classification. In calculating the "reasonable ability" measure, it will

be assumed that each contract alternative high school will offer a minimum of 5.375 credits during the school year and a summer school program offering at least 2.5 credits.

Goal 6A- At least 80 percent of continuously enrolled students in grades 9, 10, 11 or 12 will remain on-track for graduation.

Goal 7A- 100% of graduates will have successfully completed all components of the My Life Plan database.

Goal 8A- 75% of students taking advanced courses will achieve a passing score

**Address seniors who need less credit but need to be there longer due to meeting other graduation requirements

Part B. Student Well-Being

Goal 1B- The average daily attendance rate of students enrolled in a single contract alternative high school for the majority of the school year (≥ 95 days) will exceed 90%.

Goal 2B- At least 80% of students enrolled in a contract alternative program will either sustain or improve their average daily attendance rate as compared to each student's previous placement.

Goal 3B- Fewer than 10% of the student body will be suspended at any point in the academic year.

Goal 4B- At least 75% of students that do not graduate or return to a comprehensive high school will be retained.

Goal 5B- Fewer than 16.5% of students attending the school will drop out.

Goal 6B- Utilizing the HOPE, DAP, or other pre-approved survey:

At least 75% of students will report positive or favorable opinions regarding their own personal social and emotional satisfaction with the school.

Part C. Effective Staff

Goal 1C- 0% of classroom teacher vacancies at start of school year

Goal 2C 90% of employee retention

Part D. School Climate

Goal 1D- Utilizing the HOPE, DAP, or other pre-approved survey:

At least 75% of students will report positive or favorable opinions regarding school climate and/or operations.

At least 75% of families surveyed utilizing MPS-issued surveys will agree or strongly agree with measures of school satisfaction.

Exhibit 10 - Mandated Procedures

1. MPS procedures must be followed when suspending all students. For students receiving special education services - consult with your assigned special education teacher prior to suspension.
2. Programs must follow the Pupil Fair Dismissal Act and MPS Discipline policy for suspending and removing students from the program.
3. A suspension form must be completed and entered into MPS reporting system and a district generated suspension letter sent to parent/guardian within 48 hours for any removals one day or longer.
4. A staff member from the school must attend all mandatory MPS meetings and training.
5. Attendance must be taken and properly recorded every day.
6. MPS Student Placement procedures must be followed when accepting new students.
7. Homebound Instructional Services may not be initiated prior to consulting with the Contract Alternative Special Education DPF or Director of Contract Alternative Programs.
8. All registration paperwork must be accurately completed and submitted before a student may start the program. Unaccompanied youth and Homeless and Highly Mobile student's paperwork can be completed and submitted by a MPS DLD.
9. Any police or ambulance involved incidents must be written up and submitted to the Contract Alternative Office within 24 hours. School must immediately call the Director of Contract Alternative programs to report the incident.
10. Administrative Transfer forms must be submitted to the MPS expulsion and transfer office within 24 hours.
11. A background check must be on file for everyone, including volunteers, who have contact with students.
12. A summary of Title I expenditures must be submitted monthly.

*Any of the above procedures, may be amended at any time with notice to the school.

Exhibit A

THE AMOUNT OF SUPPORT IN ACCORDANCE WITH FORMULA SPECIFIED IN MINN. STAT. 124.D.69

The Program Menlo Park has an estimated Average Daily Membership (ADM) or:

57.56	Secondary students
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as a basis for payment under Minn. Stat 12D.69 and amendments.

Grades	Total # of students	Weighting	Weighted Student Number	2021/2022 Revenue	Total Revenue
7-12 Grades	57.56	1.2	69.06	\$412,179	\$412,179

We have used projected enrollment to determine the amount of support. Reconciliation may begin in January 2024 if necessary to reconcile a total amount paid to the school with the total amount due based on actual enrollment. After February 15th, 2024, a final adjustment payment to or refund from the school will be made based on the actual ADMs for 2023-24. A monthly invoice will be submitted to Minneapolis Public Schools to request payment. Actual ADM for eligible students for 2023-24 school-year will determine the final budget allocation.

Compensation for Compensatory Education and Title I funding is in the table below.

Funding Source	Total Dollars	Monthly Allocation (based on 10 Months)
ADMs	\$412,179	\$41,217.90
Compensatory Education	\$147,588	\$14,758.80
Title 1 (Invoice through Funded Programs)	\$1,351 (Title 1 Family) \$53,783 (Title 1 Basic)	Invoiced Monthly
Total Monthly Payments		\$55,976.70

Funding for approved summer school programs will be distributed when the district received the funds from the state (approximately December for the year following summer school). There will be no reimbursement for students 21 and over.

TOTAL AMOUNT TO MENLO PARK ACADEMY \$614,902

AGREEMENT
Special School District No. 1 and NAWAYEE CENTER SCHOOL
2023-2026

This Agreement is made by and between the Board of Education of Special School District No. 1, Minneapolis Public Schools, ("District"), and NAWAYEE CENTER SCHOOL; operating a nonpublic, nonsectarian program; organized as a non-profit corporation under the Laws of the State of Minnesota; and doing business at NAWAYEE CENTER SCHOOL Alternative Program at NAWAYEE CENTER SCHOOL, Minneapolis, MN 55411.

I. GENERAL PROVISIONS

A. Purpose

The purpose of this Agreement is for NAWAYEE CENTER SCHOOL to provide educational services on behalf of the District, at NAWAYEE CENTER SCHOOL for District Students who are eligible to receive educational services in an alternative setting under the authority of Minn. Stat. § 124D.68. This agreement includes providing educational options for students who have been expelled or excluded from District schools. This agreement shall terminate if funding for this alternative program ceases or changes pursuant to Minnesota or federal law.

B. Compliance with Laws

NAWAYEE CENTER SCHOOL shall comply with all applicable Minnesota and federal laws and regulations including but not limited to: the Minnesota Pupil Fair Dismissal Act, (PFDA) Minn. Stat. § 121A.40 - .56; the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. Ch. 33; Minnesota laws applicable to students with special needs, Minn. Stat. Ch. 125A; the Maltreatment of Minors Reporting Act, Minn. Stat. § 626.556; Section 504, 29 U.S.C. § 794; the Family Education Rights and Privacy Act, (FERPA), 20 U.S.C. § 1232g; and the Minnesota Government Data Practices Act, (MGDPA) Minn. Stat. Ch. 13.

C. District Students

NAWAYEE CENTER SCHOOL shall accept for enrollment eligible students at NAWAYEE CENTER SCHOOL. An eligible student is a District student, grades X-XX, who meets the definition of eligible student in Minn. Stat. § 124D.68, as amended.

D. Enrollment/Exit Procedures

1. NAWAYEE CENTER SCHOOL shall follow the enrollment process as described in Exhibit 1.
2. NAWAYEE CENTER SCHOOL may not impose any admission requirements in addition to or beyond eligibility requirements in MN Stat. 124D.68 subd. 2
3. NAWAYEE CENTER SCHOOL shall provide the District with information on a weekly basis regarding openings for students including but not limited to information about the grade level and type of each opening if applicable.
4. NAWAYEE CENTER SCHOOL will accept students referred to them by the District for students in need of placement even if doing so puts them over their capped enrollment. NAWAYEE CENTER SCHOOL shall contact the Director of Contract Alternatives if additional student enrollment will compromise program performance. NAWAYEE CENTER SCHOOL will be paid for the ADMs generated.
5. NAWAYEE CENTER SCHOOL may not exit students prior to meeting with a student and their parent/guardian for all students under the age of 18.
6. NAWAYEE CENTER SCHOOL must follow MN Stat. 126.05 subd. 8 and withdraw any student who has been absent from school for 15 consecutive school days during the regular school year or for five consecutive school days during summer school or intersession classes of flexible school year programs without receiving instruction in the home or hospital.

7. NAWAYEE CENTER SCHOOL must follow all District procedures for implementing Homebound Instructional Services and will consult with the Contract Alternative Program Special Education DPF, School Social Worker or School Nurse and/or Contract Alternative Director prior to initiating.
8. Determination as to whether or not student conduct warrants an administrative transfer or expulsion will be made by the MPS Expulsion and Transfer Office (ETO), in consultation with the Director of Contract Alternative Programs.
9. All student data will be maintained and updated by the District and available to NAWAYEE CENTER SCHOOL upon request, and as allowed by law. This includes access to student information systems maintained by the district.

II. CONTRACT

A. Duration

The term of this Agreement shall commence on the date following execution by the District and will continue in effect until June 30, 2026 unless terminated by law or according to the provisions herein. As a Learning Year Program, this contract encompasses academic programming during the traditional school year, before and after-school credit recovery and summer school.

B. Renewal

Terms for renewal are based on successful performance and evaluation and will be granted for up to 3 years based on information and data collected as described in Exhibit 9.

III. NAWAYEE CENTER SCHOOL RESPONSIBILITIES

A. Student Learning and Academic Measurement Standards

1. NAWAYEE CENTER SCHOOL must provide programming that will allow students to fulfill state and district mandated graduation requirements which include:
 - a. A minimum of twenty-one and a half (21.5) year-long credits in the required MPS academic areas for all graduates (A "year-long-credit" is the equivalent of the successful completion of an academic year of study or student mastery of applicable state standards.) as listed in Exhibit 2
 - b. Meet yearly milestones as required by the My Life Plan or other district identified data system. ("My Life Plan" is the career and college exploration and decision assisting curriculum framework used by the District.)
 - c. Participate in all mandated state testing and local assessments that are part of either the state of Minnesota or District accountability model, in accordance with Minnesota and District standards.
2. NAWAYEE CENTER SCHOOL shall develop a Continual Learning Plan (CLP) for each student within one month of enrollment. The plan must address any areas of needed growth, specific goals, objectives and a timeline to achieve them, as well as methods of evaluation. The CLP shall meet the requirements of Minnesota Statutes, section 124D.128, Subdivision 3. The CLP must be reviewed quarterly and meet the criteria listed in Exhibit 3. All updated CLPs will be submitted to CAP School Counselor quarterly.
3. NAWAYEE CENTER SCHOOL shall comply with the following provisions regarding testing and assessment:
 - a. require District students to participate in mandatory state testing.
 - b. require District students in grades 7, 8, 9 and 10 to participate in FAST testing.
 - c. require District students in grades 11 to participate in ACT testing.
 - d. provide opportunities for students in grades 11 & 12 to participate in ACCUPLACER testing.
 - e. have a test coordinator attend all required District meetings.
4. NAWAYEE CENTER SCHOOL shall meet the requirements of Minn. Stat. § 124D.68, all applicable federal and Minnesota state education laws, federal regulations and the Rules of the Minnesota Department of Education.

5. NAWAYEE CENTER SCHOOL shall provide a learning setting that complies with state of Minnesota education health and safety standards and that is conducive to learning.
 6. NAWAYEE CENTER SCHOOL shall provide a minimum of six-hour educational day exclusive of a lunch period or shall provide as appropriate 1020 educational hours per school year.
 7. NAWAYEE CENTER SCHOOL shall meet the Accountability Plan measures as outlined in Exhibit 9.
 8. NAWAYEE CENTER SCHOOL shall have a written grievance policy for students and ensure that students are aware of this policy and will have clear guidelines for graduation and shall share this information with guardians and students.
 9. NAWAYEE CENTER SCHOOL shall set up a communication system with parents designed to ensure that parents are aware of their policies and procedures.
 10. NAWAYEE CENTER SCHOOL shall utilize MPS accountability systems for maintaining accuracy in reporting for both Title I documentation and School Improvement Planning goals and measures
 11. NAWAYEE CENTER SCHOOL will follow all Mandated Procedures as outlined in Exhibit 10
- B. Special Education and Section 504 Services and Standards
1. For any prospective student with an IEP (individual education plan), NAWAYEE CENTER SCHOOL must review the IEP with the Contract Alternative Program Special Education DPF prior to enrolling the student to determine the appropriateness of the placement.
 2. For any student with an IEP, NAWAYEE CENTER SCHOOL shall provide appropriate space for District to provide special education and related services required by the IEP. This includes adequate classroom space for instruction, confidential meeting space with access to a phone to conduct IEP meetings, access to a secure printer and a filing cabinet with a lock for confidential documents.
 3. NAWAYEE CENTER SCHOOL shall require classroom teachers to implement the provisions of the IEPs and ISPs (individual accommodations and adaptations, as well as all requirements of student Behavior Intervention Plans), that require classroom modifications, as required by law.
 4. Students receiving special education services may not be exited or transferred from a Contract Alternative program without a full IEP team meeting, including District Administrative Representation.
 5. NAWAYEE CENTER SCHOOL shall follow all special education and 504 standards as listed in Exhibit 4.
- C. Employment Standards for Staff
1. NAWAYEE CENTER SCHOOL shall employ as instructional staff only such persons as are properly licensed by the State of Minnesota appropriate to the level of instructional services provided. NAWAYEE CENTER SCHOOL shall have a copy of each teacher's license on file. NAWAYEE CENTER SCHOOL may employ such other staff as may be needed. NAWAYEE CENTER SCHOOL will follow MDE guidelines for highly qualified staff, and any other applicable laws and regulations.
 2. NAWAYEE CENTER SCHOOL will submit to Minneapolis Public Schools staffing information for any innovative program waivers and out of field permission requested for staff at NAWAYEE CENTER SCHOOL.
 3. NAWAYEE CENTER SCHOOL shall implement background checks on all new employees in accordance with Minnesota law and will report the results of background checks to the CAP office within two weeks of the time the employee begins to work for NAWAYEE CENTER SCHOOL. Employees required to undergo background checks include, but are not limited to:
 - a. Teachers and teaching assistants;

- b. Administrators and business office personnel;
 - c. Custodians and clerical staff;
 - d. Transportation providers under contract with NAWAYEE CENTER SCHOOL or a member school;
 - e. Childcare providers at NAWAYEE CENTER SCHOOL.
4. When offering employment to a licensed teacher, NAWAYEE CENTER SCHOOL shall contact the Board of Teaching to determine whether there has been any disciplinary action against a teacher based on a board determination that sexual misconduct or attempted sexual misconduct occurred between the teacher and a student.
5. NAWAYEE CENTER SCHOOL shall require NAWAYEE CENTER SCHOOL staff to participate in staff development sessions regarding Mandated Reporting, Ethics and other Districted and/or state mandated training as well as appropriate implementation of special education services and 504 Plan services.
6. NAWAYEE CENTER SCHOOL staff shall be able to attend any District-sponsored staff development at the same cost and basis as a District employee and be provided with appropriate documentation of such staff development.
- D. Record and Reporting Requirements
1. Report on Student Attendance
- a. NAWAYEE CENTER SCHOOL shall report accurate student attendance for each day programs are in session using a format and reporting schedule prescribed by the District.
2. Annual Student Achievement, Improvement, Organization Reports
- a. NAWAYEE CENTER SCHOOL shall provide the District with an Annual Report for each school year on or before November 15th of each year for the previous school year. The Annual Report shall contain at least the items listed in Exhibit 5. Liability and Property Insurance Certificates shall be sent to the District with the Annual Report.
3. Financial Reporting
- a. NAWAYEE CENTER SCHOOL will receive a yearly Memorandum of Agreement (MOA) from the District that outlines Revenues and Expenditures for the upcoming year. This MOA will include projected ADMs, Compensatory and Title I dollars.
 - b. NAWAYEE CENTER SCHOOL will submit a budget for the coming school year by August 15th that will address all expenditures taken from dollars passed through by the District each year this contract is in effect.
 - c. If the District has been informed by the State, NAWAYEE CENTER SCHOOL auditor, NAWAYEE CENTER SCHOOL creditor, through its own investigation, or by another manner that NAWAYEE CENTER SCHOOL or one of its affiliates is more than 60 days in arrears for its payments to creditors, District may request and NAWAYEE CENTER SCHOOL shall submit to the District a listing of all creditors for whom there is an outstanding liability.
 - d. No administrative oversight fees may be taken from compensatory dollars or Title dollars.
 - e. Title I dollars will be reimbursed following the process set forth in Exhibit 8.
 - f. NAWAYEE CENTER SCHOOL shall provide the District with access to all payroll records regardless of whether NAWAYEE CENTER SCHOOL uses an external payroll service, within a reasonable time period.
4. Records Management and Retention
- a. NAWAYEE CENTER SCHOOL shall retain any and all books, documents, papers, financial records and other records related to the services NAWAYEE CENTER SCHOOL provides to the District for a period of six years after the year in which NAWAYEE CENTER SCHOOL provides the service. NAWAYEE CENTER SCHOOL agrees

that the District or its duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary with reasonable notice, shall have access to and the right to the records that are pertinent to and involve transactions relating to this Agreement. This requirement applies to all records including records of grants or other revenue received from the City of Minneapolis, Hennepin County, the State of Minnesota, the federal government and other public or private sources for the services rendered under the Agreement.

- b. Upon termination of the contractual relationship between NAWAYEE CENTER SCHOOL and the District, NAWAYEE CENTER SCHOOL agrees to immediately turn over to the District any and all documents, papers, finance records and other student records related to services provided.
- E. Follow District Policies
- a. NAWAYEE CENTER SCHOOL shall follow all other District Policies, where applicable, including but not limited to Chapter 5000 of the Minneapolis Public Schools Policies & Regulations.
- F. Other Legal Requirements
1. Nondiscrimination
 - a. NAWAYEE CENTER SCHOOL shall abide by state and federal laws prohibiting discrimination in education and employment. NAWAYEE CENTER SCHOOL shall provide to the District all information and reports about NAWAYEE CENTER SCHOOL nondiscrimination policies when required by the District to do so.
 2. Facilities Occupancy Certificate
 - a. NAWAYEE CENTER SCHOOL shall maintain a current "Facilities Occupancy Certificate" issued by the City of Minneapolis.
 3. NAWAYEE CENTER SCHOOL shall notify the District of any proposed or actual significant changes in NAWAYEE CENTER SCHOOL policies or staff.

IV. DISTRICT RESPONSIBILITIES

- A. Financial Auditing
1. A District audit will be conducted annually to review finances related to public school dollars being used to support the program
- B. Provisions of Special Education Instruction and Related Services
1. The District, using District employees, shall provide direct and indirect special education and related services to those students determined to be eligible for such services consistent with their IEP's.
- C. Monitoring and Support Services
1. The District shall monitor NAWAYEE CENTER SCHOOL performance of its obligations under this Agreement.
- D. Payment
1. The District shall pay NAWAYEE CENTER SCHOOL as outlined in Section V herein. This amount shall be net of any fees.
 2. Payments will be divided over ten months, September through June of each contract year.
- E. Transportation
1. The District will provide transportation or transportation dollars to students who live in the Minneapolis District and who qualify for such services.
- F. Staff Development
1. The District will hold a beginning of the year mandatory kick-off session and end of year wrap up session for all CAP schools.

2. The District will provide two full-day staff development opportunities for all NAWAYEE CENTER SCHOOL staff.
3. The District will provide an annual information session for NAWAYEE CENTER SCHOOL staff around Title I reporting, SIP completion, 504 Plans, PSWE and Family Engagement.

V. FINANCIAL SUPPORT FOR CONTRACT NAWAYEE CENTER SCHOOL

- A. District shall pay NAWAYEE CENTER SCHOOL pursuant to Minnesota Statutes § 124D.69. District shall make payment only upon average daily membership documentation submitted by NAWAYEE CENTER SCHOOL in such form as deemed satisfactory by District. District may begin the reconciliation process with an adjustment to the monthly payments starting in April of each contract year, if necessary to reconcile the total amount paid to NAWAYEE CENTER SCHOOL with the total amount due based on actual enrollment. District shall provide funding only if NAWAYEE CENTER SCHOOL has complied with the terms of this Agreement and any reasonable requests of District. Final ADM counts provided by the state will be used to determine final payments. The payment will be net of any charges for services provided by the District.

VI. CONTRACTING WITH OTHER ENTITIES

- A. NAWAYEE CENTER SCHOOL shall neither enter into subcontracts for performance of any of the purchased services contemplated under this Agreement nor assign this Agreement, without prior written approval of the District and subject to such conditions and provisions as the District may deem necessary. NAWAYEE CENTER SCHOOL shall be responsible for the performance and liability of all subcontractors.
- B. In the event NAWAYEE CENTER SCHOOL enters into a contract with another school district to provide educational services for students for whom the other school district is responsible, NAWAYEE CENTER SCHOOL shall indemnify District for any loss of any kind that District may incur because of NAWAYEE CENTER SCHOOL contract with another school district.

VII. INSURANCE REQUIREMENTS AND FINANCIAL ASSURANCE

- A. NAWAYEE CENTER SCHOOL shall at its own expense, maintain comprehensive general liability insurance covering claims that arise out of its acts and operations under this Agreement for which it may be legally liable. At a minimum, NAWAYEE CENTER SCHOOL must provide insurance coverage in accordance with Exhibit 6.
- B. NAWAYEE CENTER SCHOOL or its members shall also maintain property insurance covering the facility in which the educational program is located.
- C. NAWAYEE CENTER SCHOOL 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 NAWAYEE CENTER SCHOOL.
- D. NAWAYEE CENTER SCHOOL will provide electronic access to the annual audit, along with any auditor's notes at the same time the report is sent to the Board of the overseeing agency.

VIII. INDEMNIFICATION

- A. Except as expressly provided in this Agreement or in connection with insurance coverage required to be provided in this Agreement by one party for the benefit of the other, each party shall be responsible for its own legal representation and legal costs.
- B. Except where there is an actual or potential conflict of interest, the parties shall fully cooperate with legal counsel for one another in connection with any legal claim asserted against either of them for services provided under this Agreement.
- C. Nothing in this Agreement is intended to nor shall the terms of this Agreement expand the liability of the District and NAWAYEE CENTER SCHOOL under Minnesota law.
- D. NAWAYEE CENTER SCHOOL shall indemnify, save and hold the District, its employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits, costs, judgments, or other forms of liability to third parties, actual or claimed,

including attorney's fees, for injury to property or persons, occurring or allegedly occurring in, on or about NAWAYEE CENTER SCHOOL property, based on conduct committed by NAWAYEE CENTER SCHOOL or by its employees, officers, directors, subcontractors, or agents. Upon timely written notice from the District, NAWAYEE CENTER SCHOOL shall defend the District in any action or proceeding against the District that is within the purview of this paragraph.

- E. Notwithstanding any other provision of this Agreement, NAWAYEE CENTER SCHOOL shall not settle or compromise any claim against it relating to its obligations under this Agreement without a signed agreement of approval from the District.
- F. The foregoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability to third parties provided or available to either of the parties under applicable state governmental immunities laws.
- G. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of NAWAYEE CENTER SCHOOL personnel or other persons while engaged on behalf of NAWAYEE CENTER SCHOOL, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment with NAWAYEE CENTER SCHOOL including without limitation, claims of discrimination against NAWAYEE CENTER SCHOOL, its members, officers, agents, contractors or employees shall in no way be the responsibility of the District and NAWAYEE CENTER SCHOOL shall defend indemnify and hold the District, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission, or court, and from the expenses of defending such claims, including attorney's fees. NAWAYEE CENTER SCHOOL personnel and other persons engaged on behalf of NAWAYEE CENTER SCHOOL shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the District, including, without limitations, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, unemployment compensation, disability, severance pay, and P.E.R.A.

IX. RELATIONSHIP OF THE PARTIES

- A. It is agreed that nothing contained in this Agreement is intended, or should be construed in any manner, as creating or establishing the relationship of partners between the District and NAWAYEE CENTER SCHOOL or as constituting NAWAYEE CENTER SCHOOL as the agent, representative or employee of the District for any purpose or in any manner whatsoever. NAWAYEE CENTER SCHOOL is to be and shall remain an independent contractor with respect to all services performed under this Agreement. NAWAYEE CENTER SCHOOL represents that it has, or will secure at its own expense, all personnel required to perform its obligations under this Agreement. All staff employed by NAWAYEE CENTER SCHOOL either directly or indirectly shall be employees of NAWAYEE CENTER SCHOOL or its affiliates and not the District. NAWAYEE CENTER SCHOOL or its affiliates shall determine salary, benefit eligibility, retirement plans, and performance standards, continuing professional development needs and all other incidents and benefits of employment.

X. AMENDMENT

- A. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment to this Agreement and duly signed by the parties hereto.

XI. DEFAULT, NOTICE AND CURE

A. Inability to Perform

- 1. NAWAYEE CENTER SCHOOL shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the educational services to be provided to the District under this Agreement. NAWAYEE CENTER SCHOOL shall immediately notify the

District in writing whenever it is unable to, or reasonably believes it is going to be unable to, provide the agreed upon quality and quantity of educational services. Upon such notification, the District shall determine whether such inability requires a modification or immediate cancellation of this Agreement without opportunity for cure.

B. Default by NAWAYEE CENTER SCHOOL

1. Unless excused by District default or District waiver of default, any of the following occurrences shall constitute default on the part of NAWAYEE CENTER SCHOOL:
 - a. Failure to comply with any relevant legal requirements.
 - b. Failure to perform any duties or requirements outlined in this Agreement.
 - c. Failure to respond to requests by the District for information about NAWAYEE CENTER SCHOOL financial status.
 - d. Failure to create, implement and advance a plan for payment of creditors.
 - e. Failure to acquire and hold a lease for the building space used for instruction.
 - f. Failure to pay the Internal Revenue Service and Minnesota Department of Revenue any monies due.
 - g. Failure to maintain adequate records, both student records and financial records regarding the program.

C. Default by District

1. Unless excused by NAWAYEE CENTER SCHOOL default, or NAWAYEE CENTER SCHOOL waiver of default, failure to perform any other material provision of this Agreement shall constitute default on the part of the District.

D. Written Notice of Default

1. Unless otherwise provided in this Agreement, no event shall constitute a default giving rise to the right to terminate unless and until written Notice of Default is given to the defaulting party, specifying the particular event, series of events or failure constituting the default and specifying the cure period, if any.

E. Cure Period

1. If the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) business days or such other time as may be specified under the terms of this Agreement or in the Notice of Default, then this Agreement may be terminated by written notice as provided in paragraph XII below.

XII. TERMINATION OF AGREEMENT

A. With or Without Cause

1. This Agreement may be terminated by either party, with or without cause, effective on July 1 of any given contract year, provided that the party wishing to terminate the Agreement delivers a Notice of Termination to the authorized representative of the other party on or before April 1 immediately preceding the July 1 termination date. If both parties agree, this Agreement may be terminated at any other time during the term of this Agreement. NAWAYEE CENTER SCHOOL will return all District resources and property upon termination of the agreement.

B. Changes in Legislation

1. If legislation changes the funding formula; either side may terminate the agreement with thirty days notice.

C. Changes in Policy or Staff

1. The District reserves the right to terminate this Agreement without opportunity to cure if the District determines that a proposed or actual significant change in NAWAYEE CENTER SCHOOL policies or staff is contrary to the purpose of this Agreement or contrary to relevant District policies.

D. Termination After Failure to Cure Default

1. If, after the time specified for cure of default in the Notice of Default issued in accordance with paragraph XI.D above, the party in default has failed to cure the default in a manner satisfactory to the party issuing the Notice of Default; the party not in default may issue a Notice of Termination. The Notice of Termination must be delivered to the Authorized Representative of the party in default. The Notice of Termination shall specify the bases for the termination.

E. Default by NAWAYEE CENTER SCHOOL

1. After receipt of Notice of Termination from District because of default by NAWAYEE CENTER SCHOOL, and except as otherwise directed by District, NAWAYEE CENTER SCHOOL shall:
 - a. Discontinue provision of services subcontracted pursuant to paragraph VI of this Agreement on that date or to the extent specified in the Notice of Termination.
 - b. Cancel all orders and subcontracts to the extent that they relate to the performance of services subcontracted pursuant to paragraph VI of this Agreement and are canceled by the Notice of Termination.
 - c. Settle all outstanding liabilities and all claims arising out of such cancellation of orders and subcontracts, with the approval or ratification to the extent that may be required, which approval or ratification shall be final for all the purposes of this clause.
 - d. Complete performance of such services subcontracted pursuant to paragraph VI of this Agreement that shall not have been canceled by the Notice of Termination.
 - e. Maintain all records relating to performance of the canceled portion of this Agreement for a minimum of six years. NAWAYEE CENTER SCHOOL shall maintain records for a longer period if reasonably required to do so by the District.
 - f. Forward all student records to the District within 30 days and return all property belonging to the District.

F. Default by District

1. After receipt of Notice of Termination from NAWAYEE CENTER SCHOOL because of default by District, and except as otherwise directed by NAWAYEE CENTER SCHOOL, District shall:
 - a. Cancel all orders and subcontracts to the extent that they relate to the performance of services subcontracted pursuant to paragraph VI of this Agreement and are canceled by the Notice of Termination.
 - b. Settle all outstanding liabilities and all claims arising out of such cancellation of orders and subcontracts, with the approval or ratification to the extent that may be required, which approval or ratification shall be final for all the purposes of this clause.
 - c. Complete performance of such services subcontracted pursuant to paragraph VI of this Agreement that shall not have been canceled by Notice of Termination.
 - d. Maintain all records relating to performance of the canceled portion of this Agreement for a minimum of six years. District shall maintain records for a longer period if reasonably required to do so by the NAWAYEE CENTER SCHOOL.

XIII. REMEDIES

- A. Notwithstanding any cure period, District is entitled to recover from NAWAYEE CENTER SCHOOL any damages sustained by District by virtue of any breach of this Agreement by NAWAYEE CENTER SCHOOL, and District may withhold payments to NAWAYEE CENTER SCHOOL for the purpose of set-off provided that such amounts withheld are reasonably related to actual damages.

- B. It is agreed that any right or remedy provided for in this Agreement shall not be considered as the exclusive right or remedy of either party for any default in any respect by the other party, but such right or remedy shall be considered to be in addition to any other right or remedy hereunder or allowed by law or equity.
- C. Either party's failure to insist upon strict performance of any covenant, agreement, or stipulation of the Agreement or to exercise any right contained in the Agreement, shall not be a waiver or relinquishment of such covenant, agreement, stipulation, or right, unless the waiving party consents thereto in writing. Any such written consent shall not constitute a waiver or relinquishment of the future exercise of such covenant, agreement, stipulation or right.

XVI. NO THIRD-PARTY BENEFICIARY RIGHTS

- A. No third party, whether a constituent of the District or otherwise, may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of, the District or NAWAYEE CENTER SCHOOL in this Agreement. This Agreement is not intended to create any rights of a third-party beneficiary.

XVII. CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

- A. This Contract shall be construed under Minnesota law (without regard for choice of law considerations) and the policies and procedures of the District, as amended from time to time. 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.

XVIII. INDEMNIFICATION

- A. 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.

Exhibits 1 through 12 & Exhibit A are attached and incorporated herein by reference.

Exhibit 1 - Enrollment Process

Exhibit 2 - Graduation Requirements

Exhibit 3 - Continual Learning Plan (CLP) Requirements

Exhibit 4 – Special Education and 504 Plan Expectations

Exhibit 5 - Annual Report and School Improvement Plan Minimum Requirements

Exhibit 6 - Insurance Requirements

Exhibit 7 - District Billing for Additional Services

Exhibit 8 - Title One

Exhibit 9 - Minneapolis Public Schools Contract Alternative School Accountability Plan

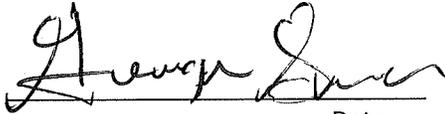
Exhibit 10- Mandated Procedures

Exhibit A - THE AMOUNT OF SUPPORT IN ACCORDANCE WITH FORMULA SPECIFIED IN MINN. STAT.

IN WITNESS, WHEREOF, the parties have executed this Agreement on the date and year written below.

BOARD OF EDUCATION
SPECIAL SCHOOL DISTRICT NO. 1

NAWAYEE CENTER SCHOOL

By: 

By: _____

Date 5-30-22

Date

Title: Interim Executive
Director

Title: _____

Exhibit 1 - Enrollment Process

Student Placement Services
1250 West Broadway
612-668-1840

Students must contact the MPS Student Enrollment Center for placement before they enroll or start classes if:

They are new to MPS or returning after more than a calendar year
They are new to the country
They have a home language other than English
They have an IEP

Student Enrollment will:

- Ask parent/guardians to complete intake paperwork and fax a copy to the Contract Alternative Program office at Davis Center
- Request and review student records
- Tell students about options within the district including Contract Alternative Programs
- Review student's special education needs and refer Federal Setting II and higher to district staff for placement (Contract Alternatives do not serve setting 3 or higher)
- Review any health concerns.
- Complete student placement in MESA, Contract Alternative Program staff will receive email notification.
- Immediately place any students identified as Homeless and Highly Mobile and work to obtain records following the placement.
- Administer the WIDA Screener to any students with an Home language other than English to determine EL eligibility (unless they already have a current WIDA level form another district or state)

If Enrollment is unable to retrieve a student's records within three days, they will place the student with the information they have. The sites will then need to continue pursuing the student's records.

New Families Center will:

Request and review student records
Administer the WIDA Screener to determine ELL eligibility.

Students Receiving Special Education Services

Fax/Email student names and ID numbers to the Contract Alternative Office
Contract Alternative Special Education Department reviews the student records and let you know if the site can provide appropriate services.
Students should not start classes until the special education review is complete.

Students with Medical/Health Concerns

Fax/Email student names and ID numbers to the Contract Alternative Office
Contract Alternative Nurse will review medical needs to assist in appropriate school placement.

All Students

Contract Alternative Programs will turn in weekly site count to Student Enrollment Services. This will assist in placing students wanting to enroll in a Contract Alternative Program.
If your program is at full capacity, please refer students to another school or back to Placement Services.
Do not put students on a waiting list.

Exhibit 2 – Graduation Credit Requirements

Graduation Credit Requirements for Students under 2019 – 2024 Graduation Requirements

- 4 year-long credits in language arts
- 3.5 year-long credits in social studies, including:
 - 1.0 U.S. history
 - 0.5 geography
 - 1.0 world history
 - 0.5 Government and citizenship
 - 0.5 Economics
- 3 year-long credits in mathematics, including (at minimum)
 - 1 year-long credit in intermediate algebra
 - 1 year-long credit in geometry
 - 1 year-long credit in advanced algebra or statistics and probability
- 3 year-long credits of science, including (at minimum)
 - 1 year-long physical science
 - 1 year-long biology
 - 1 year-long of chemistry or physics
- 1 year-long credit in the arts
- .5 year-long credits in physical education
- .5 year-long credits in health
- 6 year-long elective credits

Graduation Credit Requirements for Students under 2025 Graduation Requirements and Beyond

- 4 year-long credits in language arts
- 3.5 year-long credits in social studies, including:
 - 1.0 U.S. history
 - 0.5 geography
 - 1.0 world history
 - 0.5 Government and citizenship
 - 0.5 Economics
- 3 year-long credits in mathematics, including (at minimum)
 - 1 year-long credit in intermediate algebra
 - 1 year-long credit in geometry
 - 1 year-long credit in advanced algebra or statistics and probability
- 3 year-long credits of science, including (at minimum)
 - 1 year-long physical science
 - 1 year-long biology
 - 1 year-long of chemistry or physics
- 1 year-long credit in the arts
- .5 year-long credits in physical education
- .5 year-long credits in health
- .5 year-long credits in Ethnic Studies
- 5.5 year-long elective credits

Exhibit 3 – Continual Learning Plan Requirements

CLPS for all enrolled students needs to be submitted to MPS quarterly to be reviewed
Programs need to develop Continual Learning Plans (CLP's) that are:

- Learner Centered
- Individually Designed by the program
- Able to meet the specific program focus and student needs

CLPs are required annually for every student in a Contract Alternative Program. The student learning objectives must contain:

- Courses and credits the student plans to take
- Graduation requirements the student must complete (HS only)
- Assessment measurements used to evaluate a pupil's progress

CLPs must be signed and dated:

- The CLP will not be effective or valid unless a student has signed it
- Staff must sign the CLP
- Parent signatures must be included for students under the age of 18. Make your best effort to obtain and document your attempts to obtain a signature
- Forms must be updated at the beginning of every grading period
- Forms for summer school must be amended
- CLPS must be kept on file at each site for three years (not including the current year)

Exhibit 4 - Special Education and 504 Plan Expectations

1. All students with an IEP must be allowed to enter when they come into the building, this includes if they leave the building during the regular school day. Procedures may be established to process with their special education case manager and program administration prior to entering class.
2. All students receiving special education services have IEPs; therefore, they cannot be a part of a separate RTI process within the school and conflicts with their IEP. If there are academic or behavior concerns, they should be addressed with the special education resource teachers.
3. MPS licensed special education staff will be consulted with prior to a special education student's suspension as well as included on the special education student's intake. If suspension was related to a fight, the special education staff, in consultation with school site administration will determine if mediation is appropriate. Language should be included in a student accommodation page outlining if mediation is appropriate or if processing with their special education resource teacher upon return is more appropriate due to their disability.
4. Schools with Independent Study Programs (ISP) will have written requirements regarding student attendance and enrollment policies regarding students receiving special education services. All students receiving special education services referred to ISP must be reviewed by their special education case manager/teacher and deemed appropriate by the special education team.
5. In School Suspension (ISS) for students receiving special education services will be discussed and determined as an appropriate consequence with the student's case managers. If a special education student will have ISS, they will attend their scheduled special education courses/receive their daily minutes of service, per their IEP.
6. All schools will identify who their 504 coordinators are and will ensure that the 504 plans are being serviced by the regular education teachers and meetings are completed annually.

Exhibit 5 - Annual Report and School Improvement Plan Minimum Requirements

Minneapolis Contract Alternative Program

Each Minneapolis Contract Alternative Program is required to file a complete Annual Report **at the time of contract renewal** and **yearly** for each school year on or before November 15th of each year in addition to a yearly School Improvement Plan (SIP) based on a summary of the results achieved by the students at the Contract Alternative Program. The SIP is written each fall with updates in February and May. The Annual Report is required to be filed no later than October 1st of the first year of renewal.

Contract Alternative Program Annual Report should include all of the following information:

1. Program Mission and Vision statement.
2. A brief summary of site goals and School Improvement Plan & Family Engagement Plan
3. A copy of your Positive School-Wide Engagement Plan
4. A copy of your Emergency Management Procedures
5. A copy of the Continuous Learning Plan (CLP)
6. An up-to-date calendar, including extended learning and summer school times and dates
7. Program governance including the responsibilities of the board, board members, board selection process, program director/principal and other program management along with contact information.
8. Teaching and support staff information including staff names, file folder number, teaching assignments, approved waivers and positions.
9. A copy of teacher evaluation form and explanation of procedures
10. Program shall report results of background checks on all new employees hired within two weeks of the start date.
11. List any third-party contractors working directly with students.
12. A year up-to-date updated budget for the Program including salary allocations, benefits, and other income and benefits provided such as housing, car allowance, and any other benefits not specified herein, for all staff paid either wholly or partly with MPS funds: general education, compensatory education, Title I and ELL.
13. A breakdown of other expenditures that are paid for out of District funds including, but not limited to curriculum, rent, utilities etc.
14. A link to the most recent annual audit conducted by the organization, including the auditor notes and management letter
15. A link to the most recent Form 990.
16. Proof of property and liability insurance. (Please submit an updated copy upon renewal).
17. A copy of the policy and processing procedures of volunteers working with students.
18. Overhead percentage charged by the agency. Overhead must be within a reasonable range and is subject to review by MPS.

All information should be electronically submitted and all items must be included.

*Any of the above procedures may be amended at any time with notice to the school.

Exhibit 6 - SPECIAL SCHOOL DISTRICT NO. 1 MINNEAPOLIS PUBLIC SCHOOLS

INSURANCE REQUIREMENTS 2023-2026

In order to protect CONTRACTOR and Special School District #1 ("District"), CONTRACTOR agrees at all times during the term of this contract, and beyond such term when required under the terms of the Contract, to have and keep in force insurance coverage as indicated below:

Limits

1. For all Contracts beginning July 1, 2012, coverage in the types and amounts as set out below:

(a)	Commercial General Liability on an occurrence Basis with contractual liability coverage, including Officers and Directors Errors and Omissions with General Aggregate	\$1,500,000
	Products- Completed Operations Aggregate	\$1,500,000
	Personal and Advertising Injury	\$1,500,000
	Each Occurrence- Combined Bodily Injury and Property Damage	\$1,500,000
(b)	Automobile Liability- Combined single limit Each occurrence coverage or the equivalent Covering owned, non-owned, and hired automobiles	\$1,500,000
(c)	Worker's Compensation and Employer's Liability:	
	i. Worker's Compensation Statutory requirements. If the contractor is based outside the State of Minnesota, Coverage must apply to Minnesota Laws.	
	ii. Employer's Liability. Bodily injury by: <ul style="list-style-type: none"> a. Each accident b. Disease- Policy limit c. Disease - Each employee 	\$500,000 \$500,000 \$500,000
(d)	Professional Liability- Professional Liability (errors and omissions) insurance with respect to its professional Activities	\$1,500,000

2. An umbrella or excess liability policy over primary liability insurance coverage is an acceptable method to provide the required insurance limits.
3. The above establishes minimum insurance requirements. It is the sole responsibility of CONTRACTOR to determine the need for and to procure additional insurance that may be needed in connection with this Contract. Copies of insurance policies shall be submitted to the District upon written request.
4. CONTRACTOR shall not commence work until it has obtained required insurance and filed with the District a properly executed Certificate of Insurance that clearly evidences the required insurance coverage. The certificate shall name Special School District No. 1 as the certificate holder and as an additional insured for the Commercial General Liability coverage (excluding professional liability or errors and omissions) with respect to operations covered under the Contract. The certificate should also show that the District will receive 30 days' prior written notice in the event of cancellation, non-renewal or material change in any described policies.

5. CONTRACTOR shall furnish to the District updated certificates during the term of the Contract as insurance policies expire. If a CONTRACTOR fails to furnish proof of insurance coverage, the District may withhold payments and/ pursue any other right or remedy allowed under the Contract, law, equity, and/or statute.

6. If CONTRACTOR is unable to obtain a required insurance coverage, or coverage is not renewed or is cancelled during the term of this contract, CONTRACTOR shall make immediate good faith efforts to obtain or replace the coverage in the open market. If such efforts are unsuccessful, CONTRACTOR shall immediately notify the District.

Exhibit 7 - District Billing for Additional Services

Special education and assessment will be provided for students who are in need and qualify for such services by licensed special education staff, or staff with approved Minnesota Department of Education variances. The District will provide school psychologist, related services and due process support necessary to complete such assessments and maintain due process records.

There is a maximum to the amount of special education support provided to your site at this level. If there are more students than this amount of teacher time can support, or if the District requests that a program enroll students with significant needs beyond the scope of which the special education teacher can handle, the district may provide additional support at no additional cost, to be arranged as needed.

The District will provide additional support to the alternative school programs, which will include social work, counseling and clerical at no cost.

Exhibit 8 - MPS Title I Contract Alternative Process

1. School receives Title I allocation information in Spring
2. School creates a yearly SIP with input from stakeholders.
3. School completes Title I Budgeting Worksheet & School Equity Considerations for Budgeting Document in the Spring
4. Following each school month, school will submit an itemized invoice to MPS for Title I services provided or goods purchased by the 15th of the following month (ex. September invoice due by October 15th). The invoice must include:
 - a) School name
 - b) Month of service
 - c) Categories of expense (staffing, supplies, food for a parent event, etc.)
 - d) Dollar amount for each category
 - e) How each expense is aligned to the SIP (location in SIP)
 - f) Title I area of each expense (Basic or Family Involvement)
 - g) Total dollar amount
5. MPS will process invoices and reimburse the school for expenses incurred the previous month.

Note: Schools will not be paid before services are provided or supplies have been ordered.

Exhibit No 9 - Minneapolis Public Schools Contract Alternative School Accountability Plan

The Minneapolis Public Schools Accountability Plan serves three primary functions at renewal:

1. It provides a protocol for the MPS Contract Alternative Program department to gather and evaluate evidence to determine whether a school has made an adequate case for renewal. In turn, this evidence assists CAP in deciding if it can make the required legal and other findings in order to reach a positive recommendation for renewal.
2. It also provides the school with a guide to understanding CAP's evaluative criteria. The metrics and annual performance targets encompass the critical indicators of our Contract Alternative Programs (CAP) success and their need for an ongoing feedback loop. The annual performance targets will measure both best practice and overall school and student performance.
3. These processes will be employed on an annual basis for the next 3 years, to be completed by June of each year. In addition to these processes are annual site visits by MPS CAP administration for staff interviews, classroom observations, curriculum reviewing, and joint discussion with MPS and sites leadership regarding both academic and site data. Additionally, quarterly evaluations in collaboration between site leadership and MPS district staff regarding credit attainment and attendance rates are tabulated, shared and examined for the purpose of optimizing both school and student performance. New supplemental academic support programs that might be developed over the course of the contract term may be included in future evaluations.

Furthermore, CAP will not generally use every benchmark during every kind of renewal review, and how the benchmarks are used differs depending on a school's circumstances. No school should fear that a failure to meet every element of every benchmark means that it is not in a position to make a case for renewal. CAP understands that the performance framework sets a very high standard collectively; as such, perfection on every benchmark is not required to be renewed. Programs will be allowed to add a narrative to all areas being assessed to provide additional information to be used for evaluation.

*The Accountability Plan may be amended at any time with notice and agreement of the school.

Accountability Measures

Part A. Academic Achievement

Goal 1A- At least 70% of students enrolled in grades 9 and 10 in each contract alternative high school will meet or exceed their expected growth goal as measured by the FAST Reading assessment. This measure will only look at those students that were enrolled in the same contract alternative only during either the Fall to Winter or Winter to Spring FAST testing windows.

Goal 2A- At least 70% of students enrolled in grades 9 and 10 in each contract alternative high school will meet or exceed their expected growth goal as measured by the FAST Mathematics assessment. This measure will only look at those students that were enrolled in the same contract alternative only during either the Fall to Winter or Winter to Spring FAST testing windows.

Goal 3A- At least 80% of credits attempted will be earned by students enrolled in each contract alternative high school for any period of time.

Goal 4A- At least 80% of students enrolled in a single contract alternative high school for the majority of the school year (≥ 95 days) will earn 5.375 or more academic credits (on-track).

Goal 5A- At least 80% of graduation-eligible seniors will graduate on time. For the purpose of this measure, we will look at only those students that have a reasonable ability to graduate as determined by their enrollment classification. In calculating the "reasonable ability" measure, it will

be assumed that each contract alternative high school will offer a minimum of 5.375 credits during the school year and a summer school program offering at least 2.5 credits.

Goal 6A- At least 80 percent of continuously enrolled students in grades 9, 10, 11 or 12 will remain on-track for graduation.

Goal 7A- 100% of graduates will have successfully completed all components of the My Life Plan database.

Goal 8A- 75% of students taking advanced courses will achieve a passing score

**Address seniors who need less credit but need to be there longer due to meeting other graduation requirements

Part B. Student Well-Being

Goal 1B- The average daily attendance rate of students enrolled in a single contract alternative high school for the majority of the school year (≥ 95 days) will exceed 90%.

Goal 2B- At least 80% of students enrolled in a contract alternative program will either sustain or improve their average daily attendance rate as compared to each student's previous placement.

Goal 3B- Fewer than 10% of the student body will be suspended at any point in the academic year.

Goal 4B- At least 75% of students that do not graduate or return to a comprehensive high school will be retained.

Goal 5B- Fewer than 16.5% of students attending the school will drop out.

Goal 6B- Utilizing the HOPE, DAP, or other pre-approved survey:

At least 75% of students will report positive or favorable opinions regarding their own personal social and emotional satisfaction with the school.

Part C. Effective Staff

Goal 1C- 0% of classroom teacher vacancies at start of school year

Goal 2C 90% of employee retention

Part D. School Climate

Goal 1D- Utilizing the HOPE, DAP, or other pre-approved survey:

At least 75% of students will report positive or favorable opinions regarding school climate and/or operations.

At least 75% of families surveyed utilizing MPS-issued surveys will agree or strongly agree with measures of school satisfaction.

Exhibit 10 - Mandated Procedures

1. MPS procedures must be followed when suspending all students. For students receiving special education services - consult with your assigned special education teacher prior to suspension.
2. Programs must follow the Pupil Fair Dismissal Act and MPS Discipline policy for suspending and removing students from the program.
3. A suspension form must be completed and entered into MPS reporting system and a district generated suspension letter sent to parent/guardian within 48 hours for any removals one day or longer.
4. A staff member from the school must attend all mandatory MPS meetings and training.
5. Attendance must be taken and properly recorded every day.
6. MPS Student Placement procedures must be followed when accepting new students.
7. Homebound Instructional Services may not be initiated prior to consulting with the Contract Alternative Special Education DPF or Director of Contract Alternative Programs.
8. All registration paperwork must be accurately completed and submitted before a student may start the program. Unaccompanied youth and Homeless and Highly Mobile student's paperwork can be completed and submitted by a MPS DLD.
9. Any police or ambulance involved incidents must be written up and submitted to the Contract Alternative Office within 24 hours. School must immediately call the Director of Contract Alternative programs to report the incident.
10. Administrative Transfer forms must be submitted to the MPS expulsion and transfer office within 24 hours.
11. A background check must be on file for everyone, including volunteers, who have contact with students.
12. A summary of Title I expenditures must be submitted monthly.

*Any of the above procedures, may be amended at any time with notice to the school.

Exhibit A

THE AMOUNT OF SUPPORT IN ACCORDANCE WITH FORMULA SPECIFIED IN MINN. STAT. 124.D.69
 The Program Nawayee Center School has an estimated Average Daily Membership (ADM) or:

24.15	Secondary students
-------	--------------------

as a basis for payment under Minn. Stat 12D.69 and amendments.

Grades	Total # of students	Weighting	Weighted Student Number	2021/2022 Revenue	Total Revenue
4-6 Grades		1.0			
7-12 Grades	24.15	1.2	28.99	\$301,105	\$301,105

We have used projected enrollment to determine the amount of support. Reconciliation may begin in January 2024 if necessary to reconcile a total amount paid to the school with the total amount due based on actual enrollment. After February 15th, 2024, a final adjustment payment to or refund from the school will be made based on the actual ADMs for 2023-24. A monthly invoice will be submitted to Minneapolis Public Schools to request payment. Actual ADM for eligible students for 2023-24 school-year will determine the final budget allocation.

Compensation for Compensatory Education and Title I funding is in the table below.

Funding Source	Total Dollars	Monthly Allocation (based on 10 Months)
ADMs	\$301,105	\$30,110.50
Compensatory Education	\$137,347	\$13,734.70
Title 1 (Invoice through Funded Programs)	\$1,168 (Title 1 Family) \$46,449 (Title 1 Basic)	Invoiced Monthly
Total Monthly Payments		\$43,845.20

Funding for approved summer school programs will be distributed when the district received the funds from the state (approximately December for the year following summer school). There will be no reimbursement for students 21 and over.

TOTAL AMOUNT TO NAWAYEE CENTER SCHOOL \$486,069

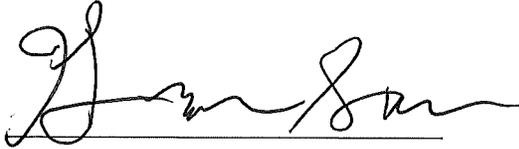


IN WITNESS, WHEREOF, the parties have executed this Agreement on the date and year written below.

BOARD OF EDUCATION
SPECIAL SCHOOL DISTRICT NO. 1

NAWAYEE CENTER SCHOOL

By: _____
Date

By:  _____ 5-30-22
Date

Title: _____

Title: Interim Executive Director
By:  _____ 5-30-23

Title: Principal

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AGREEMENT
Special School District No. 1 and PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE
SCHOOL
2023-2026

This Agreement is made by and between the Board of Education of Special School District No. 1, Minneapolis Public Schools, ("District"), and PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL; operating a nonpublic, nonsectarian program; organized as a non-profit corporation under the Laws of the State of Minnesota; and doing business at PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL Alternative Program at PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL, Minneapolis, MN 55404.

I. GENERAL PROVISIONS

A. Purpose

The purpose of this Agreement is for PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL to provide educational services on behalf of the District, at PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL for District Students who are eligible to receive educational services in an alternative setting under the authority of Minn. Stat. § 124D.68. This agreement includes providing educational options for students who have been expelled or excluded from District schools. This agreement shall terminate if funding for this alternative program ceases or changes pursuant to Minnesota or federal law.

B. Compliance with Laws

PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL shall comply with all applicable Minnesota and federal laws and regulations including but not limited to: the Minnesota Pupil Fair Dismissal Act, (PFDA) Minn. Stat. § 121A.40 - .56; the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. Ch. 33; Minnesota laws applicable to students with special needs, Minn. Stat. Ch. 125A; the Maltreatment of Minors Reporting Act, Minn. Stat. § 626.556; Section 504, 29 U.S.C. § 794; the Family Education Rights and Privacy Act, (FERPA), 20 U.S.C. § 1232g; and the Minnesota Government Data Practices Act, (MGDPA) Minn. Stat. Ch. 13.

C. District Students

PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL shall accept for enrollment eligible students at PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL. An eligible student is a District student, grades 10-12, who meets the definition of eligible student in Minn. Stat. § 124D.68, as amended.

D. Enrollment/Exit Procedures

1. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL shall follow the enrollment process as described in Exhibit 1.
2. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL may not impose any admission requirements in addition to or beyond eligibility requirements in MN Stat. 124D.68 subd. 2
3. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL shall provide the District with information on a weekly basis regarding openings for students including but not limited to information about the grade level and type of each opening if applicable.
4. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL will accept students referred to them by the District for students in need of placement even if doing so puts them over their capped enrollment. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL shall contact the Director of Contract Alternatives if additional student enrollment will compromise program performance. PROJECT FOR

PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL will be paid for the ADMs generated.

5. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL may not exit students prior to meeting with a student and their parent/guardian for all students under the age of 18.
6. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL must follow MN Stat. 126.05 subd. 8 and withdraw any student who has been absent from school for 15 consecutive school days during the regular school year or for five consecutive school days during summer school or intersession classes of flexible school year programs without receiving instruction in the home or hospital.
7. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL must follow all District procedures for implementing Homebound Instructional Services and will consult with the Contract Alternative Program Special Education DPF, School Social Worker or School Nurse and/or Contract Alternative Director prior to initiating.
8. Determination as to whether or not student conduct warrants an administrative transfer or expulsion will be made by the MPS Expulsion and Transfer Office (ETO), in consultation with the Director of Contract Alternative Programs.
9. All student data will be maintained and updated by the District and available to PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL upon request, and as allowed by law. This includes access to student information systems maintained by the district.

II. CONTRACT

A. Duration

The term of this Agreement shall commence on the date following execution by the District and will continue in effect until June 30, 2026 unless terminated by law or according to the provisions herein. As a Learning Year Program, this contract encompasses academic programming during the traditional school year, before and after-school credit recovery and summer school.

B. Renewal

Terms for renewal are based on successful performance and evaluation and will be granted for up to 3 years based on information and data collected as described in Exhibit 9.

III. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL RESPONSIBILITIES

A. Student Learning and Academic Measurement Standards

1. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL must provide programming that will allow students to fulfill state and district mandated graduation requirements which include:
 - a. A minimum of twenty-one and a half (21.5) year-long credits in the required MPS academic areas for all graduates (A "year-long-credit" is the equivalent of the successful completion of an academic year of study or student mastery of applicable state standards.) as listed in Exhibit 2
 - b. Meet yearly milestones as required by the My Life Plan or other district identified data system. ("My Life Plan" is the career and college exploration and decision assisting curriculum framework used by the District.)
 - c. Participate in all mandated state testing and local assessments that are part of either the state of Minnesota or District accountability model, in accordance with Minnesota and District standards.
2. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL shall develop a Continual Learning Plan (CLP) for each student within one month of enrollment. The plan must address any areas of needed growth, specific goals, objectives and a timeline to achieve them, as well as methods of evaluation. The CLP shall meet the requirements of Minnesota Statutes, section 124D.128, Subdivision 3. The CLP must be reviewed

- quarterly and meet the criteria listed in Exhibit 3. All updated CLPs will be submitted to CAP School Counselor quarterly.
3. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL shall comply with the following provisions regarding testing and assessment:
 - a. require District students to participate in mandatory state testing.
 - b. require District students in grades 10 to participate in FAST testing.
 - c. require District students in grades 11 to participate in ACT testing.
 - d. provide opportunities for students in grades 11 & 12 to participate in ACCUPLACER testing.
 - e. have a test coordinator attend all required District meetings.
 4. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL shall meet the requirements of Minn. Stat. § 124D.68, all applicable federal and Minnesota state education laws, federal regulations and the Rules of the Minnesota Department of Education.
 5. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL shall provide a learning setting that complies with state of Minnesota education health and safety standards and that is conducive to learning.
 6. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL shall provide a minimum of six-hour educational day exclusive of a lunch period or shall provide as appropriate 1020 educational hours per school year.
 7. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL shall meet the Accountability Plan measures as outlined in Exhibit 9.
 8. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL shall have a written grievance policy for students and ensure that students are aware of this policy and will have clear guidelines for graduation and shall share this information with guardians and students.
 9. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL shall set up a communication system with parents designed to ensure that parents are aware of their policies and procedures.
 10. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL shall utilize MPS accountability systems for maintaining accuracy in reporting for both Title I documentation and School Improvement Planning goals and measures
 11. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL will follow all Mandated Procedures as outlined in Exhibit 10
- B. Special Education and Section 504 Services and Standards
1. For any prospective student with an IEP (individual education plan), PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL must review the IEP with the Contract Alternative Program Special Education DPF prior to enrolling the student to determine the appropriateness of the placement.
 2. For any student with an IEP, PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL shall provide appropriate space for District to provide special education and related services required by the IEP. This includes adequate classroom space for instruction, confidential meeting space with access to a phone to conduct IEP meetings, access to a secure printer and a filing cabinet with a lock for confidential documents.
 3. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL shall require classroom teachers to implement the provisions of the IEPs and ISPs (individual accommodations and adaptations, as well as all requirements of student Behavior Intervention Plans), that require classroom modifications, as required by law.

4. Students receiving special education services may not be exited or transferred from a Contract Alternative program without a full IEP team meeting, including District Administrative Representation.
 5. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL shall follow all special education and 504 standards as listed in Exhibit 4.
- C. Employment Standards for Staff
1. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL shall employ as instructional staff only such persons as are properly licensed by the State of Minnesota appropriate to the level of instructional services provided. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL shall have a copy of each teacher's license on file. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL may employ such other staff as may be needed. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL will follow MDE guidelines for highly qualified staff, and any other applicable laws and regulations.
 2. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL will submit to Minneapolis Public Schools staffing information for any innovative program waivers and out of field permission requested for staff at PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL.
 3. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL shall implement background checks on all new employees in accordance with Minnesota law and will report the results of background checks to the CAP office within two weeks of the time the employee begins to work for PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL. Employees required to undergo background checks include, but are not limited to:
 - a. Teachers and teaching assistants;
 - b. Administrators and business office personnel;
 - c. Custodians and clerical staff;
 - d. Transportation providers under contract with PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL or a member school;
 - e. Childcare providers at PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL.
 4. When offering employment to a licensed teacher, PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL shall contact the Board of Teaching to determine whether there has been any disciplinary action against a teacher based on a board determination that sexual misconduct or attempted sexual misconduct occurred between the teacher and a student.
 5. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL shall require PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL staff to participate in staff development sessions regarding Mandated Reporting, Ethics and other Districted and/or state mandated training as well as appropriate implementation of special education services and 504 Plan services.
 6. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL staff shall be able to attend any District-sponsored staff development at the same cost and basis as a District employee and be provided with appropriate documentation of such staff development.
- D. Record and Reporting Requirements
1. Report on Student Attendance
 - a. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL shall report accurate student attendance for each day programs are in session using a format and reporting schedule prescribed by the District.

2. Annual Student Achievement, Improvement, Organization Reports
 - a. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL shall provide the District with an Annual Report for each school year on or before November 15th of each year for the previous school year. The Annual Report shall contain at least the items listed in Exhibit 5. Liability and Property Insurance Certificates shall be sent to the District with the Annual Report.
3. Financial Reporting
 - a. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL will receive a yearly Memorandum of Agreement (MOA) from the District that outlines Revenues and Expenditures for the upcoming year. This MOA will include projected ADMs, Compensatory and Title I dollars.
 - b. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL will submit a budget for the school year by November 15th that will address all expenditures taken from dollars passed through by the District each year this contract is in effect.
 - c. If the District has been informed by the State, PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL auditor, PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL creditor, through its own investigation, or by another manner that PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL or one of its affiliates is more than 60 days in arrears for its payments to creditors, District may request and PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL shall submit to the District a listing of all creditors for whom there is an outstanding liability.
 - d. No administrative oversight fees may be taken from compensatory dollars or Title dollars.
 - e. Title I dollars will be reimbursed following the process set forth in Exhibit 8.
 - f. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL shall provide the District with access to all payroll records regardless of whether PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL uses an external payroll service, within a reasonable time period.
4. Records Management and Retention
 - a. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL shall retain any and all books, documents, papers, financial records and other records related to the services PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL provides to the District for a period of six years after the year in which PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL provides the service. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL agrees that the District or its duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary with reasonable notice, shall have access to and the right to the records that are pertinent to and involve transactions relating to this Agreement. This requirement applies to all records including records of grants or other revenue received from the City of Minneapolis, Hennepin County, the State of Minnesota, the federal government and other public or private sources for the services rendered under the Agreement.
 - b. Upon termination of the contractual relationship between PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL and the District, PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL agrees to immediately turn over to the District any and all documents, papers, finance records and other student records related to services provided.
- E. Follow District Policies

- a. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL shall follow all other District Policies, where applicable, including but not limited to Chapter 5000 of the Minneapolis Public Schools Policies & Regulations.

F. Other Legal Requirements

1. Nondiscrimination

- a. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL shall abide by state and federal laws prohibiting discrimination in education and employment. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL shall provide to the District all information and reports about PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL nondiscrimination policies when required by the District to do so.

2. Facilities Occupancy Certificate

- a. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL shall maintain a current "Facilities Occupancy Certificate" issued by the City of Minneapolis.

3. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL shall notify the District of any proposed or actual significant changes in PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL policies or staff.

IV. **DISTRICT RESPONSIBILITIES**

A. Financial Auditing

1. A District audit will be conducted annually to review finances related to public school dollars being used to support the program

B. Provisions of Special Education Instruction and Related Services

1. The District, using District employees, shall provide direct and indirect special education and related services to those students determined to be eligible for such services consistent with their IEP's.

C. Monitoring and Support Services

1. The District shall monitor PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL performance of its obligations under this Agreement.

D. Payment

1. The District shall pay PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL as outlined in Section V herein. This amount shall be net of any fees.
2. Payments will be divided over ten months, September through June of each contract year.

E. Transportation

1. The District will provide transportation or transportation dollars to students who live in the Minneapolis District and who qualify for such services.

F. Staff Development

1. The District will hold a beginning of the year mandatory kick-off session and end of year wrap up session for all CAP schools.
2. The District will provide two full-day staff development opportunities for all PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL staff.
3. The District will provide an annual information session for PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL staff around Title I reporting, SIP completion, 504 Plans, PSWE and Family Engagement.

V. **FINANCIAL SUPPORT FOR CONTRACT PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL**

- A. District shall pay PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL pursuant to Minnesota Statutes § 124D.69. District shall make payment only upon average daily membership documentation submitted by PROJECT FOR PRIDE IN LIVING- LORING

NICOLLET ALTERNATIVE SCHOOL in such form as deemed satisfactory by District. District may begin the reconciliation process with an adjustment to the monthly payments starting in February of each contract year, if necessary to reconcile the total amount paid to PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL with the total amount due based on actual enrollment. District shall provide funding only if PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL has complied with the terms of this Agreement and any reasonable requests of District. Final ADM counts provided by the state will be used to determine final payments. The payment will be net of any charges for services provided by the District.

VI. CONTRACTING WITH OTHER ENTITIES

- A. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL shall neither enter into subcontracts for performance of any of the purchased services contemplated under this Agreement nor assign this Agreement, without prior written approval of the District and subject to such conditions and provisions as the District may deem necessary. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL shall be responsible for the performance and liability of all subcontractors.
- B. In the event PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL enters into a contract with another school district to provide educational services for students for whom the other school district is responsible, PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL shall indemnify District for any loss of any kind that District may incur because of PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL contract with another school district.

VII. INSURANCE REQUIREMENTS AND FINANCIAL ASSURANCE

- A. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL shall at its own expense, maintain comprehensive general liability insurance covering claims that arise out of its acts and operations under this Agreement for which it may be legally liable. At a minimum, PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL must provide insurance coverage in accordance with Exhibit 6.
- B. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL or its members shall also maintain property insurance covering the facility in which the educational program is located.
- C. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL 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 PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL.
- D. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL will provide electronic access to the annual audit, along with any auditor's notes at the same time the report is sent to the Board of the overseeing agency.

VIII. INDEMNIFICATION

- A. Except as expressly provided in this Agreement or in connection with insurance coverage required to be provided in this Agreement by one party for the benefit of the other, each party shall be responsible for its own legal representation and legal costs.
- B. Except where there is an actual or potential conflict of interest, the parties shall fully cooperate with legal counsel for one another in connection with any legal claim asserted against either of them for services provided under this Agreement.
- C. Nothing in this Agreement is intended to nor shall the terms of this Agreement expand the liability of the District and PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL under Minnesota law.
- D. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL shall indemnify, save and hold the District, its employees, officers, directors, subcontractors and agents

- harmless against any and all claims, demands, suits, costs, judgments, or other forms of liability to third parties, actual or claimed, including attorney's fees, for injury to property or persons, occurring or allegedly occurring in, on or about PROJECT FOR PRIDE IN LIVING-LORING NICOLLET ALTERNATIVE SCHOOL property, based on conduct committed by PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL or by its employees, officers, directors, subcontractors, or agents. Upon timely written notice from the District, PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL shall defend the District in any action or proceeding against the District that is within the purview of this paragraph.
- E. Notwithstanding any other provision of this Agreement, PROJECT FOR PRIDE IN LIVING-LORING NICOLLET ALTERNATIVE SCHOOL shall not settle or compromise any claim against it relating to its obligations under this Agreement without a signed agreement of approval from the District.
 - F. The foregoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability to third parties provided or available to either of the parties under applicable state governmental immunities laws.
 - G. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL personnel or other persons while engaged on behalf of PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment with PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL including without limitation, claims of discrimination against PROJECT FOR PRIDE IN LIVING-LORING NICOLLET ALTERNATIVE SCHOOL, its members, officers, agents, contractors or employees shall in no way be the responsibility of the District and PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL shall defend indemnify and hold the District, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission, or court, and from the expenses of defending such claims, including attorney's fees. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL personnel and other persons engaged on behalf of PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the District, including, without limitations, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, unemployment compensation, disability, severance pay, and P.E.R.A.

IX. RELATIONSHIP OF THE PARTIES

- A. It is agreed that nothing contained in this Agreement is intended, or should be construed in any manner, as creating or establishing the relationship of partners between the District and PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL or as constituting PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL as the agent, representative or employee of the District for any purpose or in any manner whatsoever. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL is to be and shall remain an independent contractor with respect to all services performed under this Agreement. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL represents that it has, or will secure at its own expense, all personnel required to perform its obligations under this Agreement. All staff employed by PROJECT FOR PRIDE IN LIVING-LORING NICOLLET ALTERNATIVE SCHOOL either directly or indirectly shall be employees of PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL or its affiliates and not the District. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL or its affiliates shall determine salary, benefit eligibility, retirement plans, and performance

standards, continuing professional development needs and all other incidents and benefits of employment.

X. AMENDMENT

- A. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment to this Agreement and duly signed by the parties hereto.

XI. DEFAULT, NOTICE AND CURE

A. Inability to Perform

1. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the educational services to be provided to the District under this Agreement. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL shall immediately notify the District in writing whenever it is unable to, or reasonably believes it is going to be unable to, provide the agreed upon quality and quantity of educational services. Upon such notification, the District shall determine whether such inability requires a modification or immediate cancellation of this Agreement without opportunity for cure.

B. Default by PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL

1. Unless excused by District default or District waiver of default, any of the following occurrences shall constitute default on the part of PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL:
- Failure to comply with any relevant legal requirements.
 - Failure to perform any duties or requirements outlined in this Agreement.
 - Failure to respond to requests by the District for information about PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL financial status.
 - Failure to create, implement and advance a plan for payment of creditors.
 - Failure to acquire and hold a lease for the building space used for instruction.
 - Failure to pay the Internal Revenue Service and Minnesota Department of Revenue any monies due.
 - Failure to maintain adequate records, both student records and financial records regarding the program.

C. Default by District

1. Unless excused by PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL default, or PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL waiver of default, failure to perform any other material provision of this Agreement shall constitute default on the part of the District.

D. Written Notice of Default

1. Unless otherwise provided in this Agreement, no event shall constitute a default giving rise to the right to terminate unless and until written Notice of Default is given to the defaulting party, specifying the particular event, series of events or failure constituting the default and specifying the cure period, if any.

E. Cure Period

1. If the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) business days or such other time as may be specified under the terms of this Agreement or in the Notice of Default, then this Agreement may be terminated by written notice as provided in paragraph XII below.

XII. TERMINATION OF AGREEMENT

A. With or Without Cause

1. This Agreement may be terminated by either party, with or without cause, effective on July 1 of any given contract year, provided that the party wishing to terminate the Agreement delivers a Notice of Termination to the authorized representative of the

other party on or before April 1 immediately preceding the July 1 termination date. If both parties agree, this Agreement may be terminated at any other time during the term of this Agreement. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL will return all District resources and property upon termination of the agreement.

- B. Changes in Legislation
 - 1. If legislation changes the funding formula; either side may terminate the agreement with thirty days notice.
- C. Changes in Policy or Staff
 - 1. The District reserves the right to terminate this Agreement without opportunity to cure if the District determines that a proposed or actual significant change in PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL policies or staff is contrary to the purpose of this Agreement or contrary to relevant District policies.
- D. Termination After Failure to Cure Default
 - 1. If, after the time specified for cure of default in the Notice of Default issued in accordance with paragraph XI.D above, the party in default has failed to cure the default in a manner satisfactory to the party issuing the Notice of Default; the party not in default may issue a Notice of Termination. The Notice of Termination must be delivered to the Authorized Representative of the party in default. The Notice of Termination shall specify the bases for the termination.
- E. Default by PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL
 - 1. After receipt of Notice of Termination from District because of default by PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL, and except as otherwise directed by District, PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL shall:
 - a. Discontinue provision of services subcontracted pursuant to paragraph VI of this Agreement on that date or to the extent specified in the Notice of Termination.
 - b. Cancel all orders and subcontracts to the extent that they relate to the performance of services subcontracted pursuant to paragraph VI of this Agreement and are canceled by the Notice of Termination.
 - c. Settle all outstanding liabilities and all claims arising out of such cancellation of orders and subcontracts, with the approval or ratification to the extent that may be required, which approval or ratification shall be final for all the purposes of this clause.
 - d. Complete performance of such services subcontracted pursuant to paragraph VI of this Agreement that shall not have been canceled by the Notice of Termination.
 - e. Maintain all records relating to performance of the canceled portion of this Agreement for a minimum of six years. PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL shall maintain records for a longer period if reasonably required to do so by the District.
 - f. Forward all student records to the District within 30 days and return all property belonging to the District.
- F. Default by District
 - 1. After receipt of Notice of Termination from PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL because of default by District, and except as otherwise directed by PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL, District shall:

- a. Cancel all orders and subcontracts to the extent that they relate to the performance of services subcontracted pursuant to paragraph VI of this Agreement and are canceled by the Notice of Termination.
- b. Settle all outstanding liabilities and all claims arising out of such cancellation of orders and subcontracts, with the approval or ratification to the extent that may be required, which approval or ratification shall be final for all the purposes of this clause.
- c. Complete performance of such services subcontracted pursuant to paragraph VI of this Agreement that shall not have been canceled by Notice of Termination.
- d. Maintain all records relating to performance of the canceled portion of this Agreement for a minimum of six years. District shall maintain records for a longer period if reasonably required to do so by the PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL.

XIII. REMEDIES

- A. Notwithstanding any cure period, District is entitled to recover from PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL any damages sustained by District by virtue of any breach of this Agreement by PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL, and District may withhold payments to PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL for the purpose of set-off provided that such amounts withheld are reasonably related to actual damages.
- B. It is agreed that any right or remedy provided for in this Agreement shall not be considered as the exclusive right or remedy of either party for any default in any respect by the other party, but such right or remedy shall be considered to be in addition to any other right or remedy hereunder or allowed by law or equity.
- C. Either party's failure to insist upon strict performance of any covenant, agreement, or stipulation of the Agreement or to exercise any right contained in the Agreement, shall not be a waiver or relinquishment of such covenant, agreement, stipulation, or right, unless the waiving party consents thereto in writing. Any such written consent shall not constitute a waiver or relinquishment of the future exercise of such covenant, agreement, stipulation or right.

XVI. NO THIRD-PARTY BENEFICIARY RIGHTS

- A. No third party, whether a constituent of the District or otherwise, may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of, the District or PROJECT FOR PRIDE IN LIVING- LORING NICOLLET ALTERNATIVE SCHOOL in this Agreement. This Agreement is not intended to create any rights of a third-party beneficiary.

XVII. CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

- A. This Contract shall be construed under Minnesota law (without regard for choice of law considerations) and the policies and procedures of the District, as amended from time to time. 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.

XVIII. INDEMNIFICATION

- A. 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.

Exhibits 1 through 12 & A are attached and incorporated herein by reference.

Exhibit 1 - Enrollment Process

Exhibit 2 - Graduation Requirements

Exhibit 3 - Continual Learning Plan (CLP) Requirements

Exhibit 4 - Special Education and 504 Plan Expectations

Exhibit 5 - Annual Report and School Improvement Plan Minimum Requirements

Exhibit 6 - Insurance Requirements

Exhibit 7 - District Billing for Additional Services

Exhibit 8 - Title One

Exhibit 9 - Minneapolis Public Schools Contract Alternative School Accountability Plan

Exhibit 10- Mandated Procedures

Exhibit A- THE AMOUNT OF SUPPORT IN ACCORDANCE WITH FORMULA SPECIFIED IN MINN. STAT.

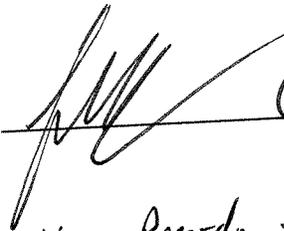
124.D.69

IN WITNESS, WHEREOF, the parties have executed this Agreement on the date and year written below.

BOARD OF EDUCATION
SPECIAL SCHOOL DISTRICT NO. 1

PROJECT FOR PRIDE IN LIVING- LORING NICOLLET
ALTERNATIVE SCHOOL

By: _____
Date

By:  _____
Date 6-1-23

Title: _____

Title: Vice President _____

Student Placement Services
1250 West Broadway
612-668-1840

Students must contact the MPS Student Enrollment Center for placement before they enroll or start classes if:

- They are new to MPS or returning after more than a calendar year
- They are new to the country
- They have a home language other than English
- They have an IEP

Student Enrollment will:

- Ask parent/guardians to complete intake paperwork and fax a copy to the Contract Alternative Program office at Davis Center
- Request and review student records
- Tell students about options within the district including Contract Alternative Programs
- Review student's special education needs and refer Federal Setting II and higher to district staff for placement (Contract Alternatives do not serve setting 3 or higher)
- Review any health concerns.
- Complete student placement in MESA, Contract Alternative Program staff will receive email notification.
- Immediately place any students identified as Homeless and Highly Mobile and work to obtain records following the placement.
- Administer the WIDA Screener to any students with an Home language other than English to determine EL eligibility (unless they already have a current WIDA level form another district or state)

If Enrollment is unable to retrieve a student's records within three days, they will place the student with the information they have. The sites will then need to continue pursuing the student's records.

New Families Center will:

- Request and review student records
- Administer the WIDA Screener to determine ELL eligibility.

Students Receiving Special Education Services

Fax/Email student names and ID numbers to the Contract Alternative Office
Contract Alternative Special Education Department reviews the student records and let you know if the site can provide appropriate services.

Students should not start classes until the special education review is complete.

Students with Medical/Health Concerns

Fax/Email student names and ID numbers to the Contract Alternative Office
Contract Alternative Nurse will review medical needs to assist in appropriate school placement.

All Students

Contract Alternative Programs will turn in weekly site count to Student Enrollment Services. This will assist in placing students wanting to enroll in a Contract Alternative Program.
If your program is at full capacity, please refer students to another school or back to Placement Services.
Do not put students on a waiting list.

Exhibit 2 – Graduation Credit Requirements

Graduation Credit Requirements for Students under 2019 – 2024 Graduation Requirements

- 4 year-long credits in language arts
- 3.5 year-long credits in social studies, including:
 - 1.0 U.S. history
 - 0.5 geography
 - 1.0 world history
 - 0.5 Government and citizenship
 - 0.5 Economics
- 3 year-long credits in mathematics, including (at minimum)
 - 1 year-long credit in intermediate algebra
 - 1 year-long credit in geometry
 - 1 year-long credit in advanced algebra or statistics and probability
- 3 year-long credits of science, including (at minimum)
 - 1 year-long physical science
 - 1 year-long biology
 - 1 year-long of chemistry or physics
- 1 year-long credit in the arts
- .5 year-long credits in physical education
- .5 year-long credits in health
- 6 year-long elective credits

Graduation Credit Requirements for Students under 2025 Graduation Requirements and Beyond

- 4 year-long credits in language arts
- 3.5 year-long credits in social studies, including:
 - 1.0 U.S. history
 - 0.5 geography
 - 1.0 world history
 - 0.5 Government and citizenship
 - 0.5 Economics
- 3 year-long credits in mathematics, including (at minimum)
 - 1 year-long credit in intermediate algebra
 - 1 year-long credit in geometry
 - 1 year-long credit in advanced algebra or statistics and probability
- 3 year-long credits of science, including (at minimum)
 - 1 year-long physical science
 - 1 year-long biology
 - 1 year-long of chemistry or physics
- 1 year-long credit in the arts
- .5 year-long credits in physical education
- .5 year-long credits in health
- .5 year-long credits in Ethnic Studies
- 5.5 year-long elective credits

Exhibit 3 – Continual Learning Plan Requirements

CLPS for all enrolled students needs to be submitted to MPS quarterly to be reviewed
Programs need to develop Continual Learning Plans (CLP's) that are:

- Learner Centered
- Individually Designed by the program
- Able to meet the specific program focus and student needs

CLPs are required annually for every student in a Contract Alternative Program. The student learning objectives must contain:

- Courses and credits the student plans to take
- Graduation requirements the student must complete (HS only)
- Assessment measurements used to evaluate a pupil's progress

CLPs must be signed and dated:

- The CLP will not be effective or valid unless a student has signed it
- Staff must sign the CLP
- Parent signatures must be included for students under the age of 18. Make your best effort to obtain and document your attempts to obtain a signature
- Forms must be updated at the beginning of every grading period
- Forms for summer school must be amended
- CLPS must be kept on file at each site for three years (not including the current year)

Exhibit 4 - Special Education and 504 Plan Expectations

1. All students with an IEP must be allowed to enter when they come into the building, this includes if they leave the building during the regular school day. Procedures may be established to process with their special education case manager and program administration prior to entering class.
2. All students receiving special education services have IEPs; therefore, they cannot be a part of a separate RTI process within the school and conflicts with their IEP. If there are academic or behavior concerns, they should be addressed with the special education resource teachers.
3. MPS licensed special education staff will be consulted with prior to a special education student's suspension as well as included on the special education student's intake. If suspension was related to a fight, the special education staff, in consultation with school site administration will determine if mediation is appropriate. Language should be included in a student accommodation page outlining if mediation is appropriate or if processing with their special education resource teacher upon return is more appropriate due to their disability.
4. Schools with Independent Study Programs (ISP) will have written requirements regarding student attendance and enrollment policies regarding students receiving special education services. All students receiving special education services referred to ISP must be reviewed by their special education case manager/teacher and deemed appropriate by the special education team.
5. In School Suspension (ISS) for students receiving special education services will be discussed and determined as an appropriate consequence with the student's case managers. If a special education student will have ISS, they will attend their scheduled special education courses/receive their daily minutes of service, per their IEP.
6. All schools will identify who their 504 coordinators are and will ensure that the 504 plans are being serviced by the regular education teachers and meetings are completed annually.

Exhibit 5 - Annual Report and School Improvement Plan Minimum Requirements

Minneapolis Contract Alternative Program

Each Minneapolis Contract Alternative Program is required to file a complete Annual Report **at the time of contract renewal** and **yearly** for each school year on or before November 15th of each year in addition to a yearly School Improvement Plan (SIP) based on a summary of the results achieved by the students at the Contract Alternative Program. The SIP is written each fall with updates in February and May. The Annual Report is required to be filed no later than October 1st of the first year of renewal.

Contract Alternative Program Annual Report should include all of the following information:

1. Program Mission and Vision statement.
2. A brief summary of site goals and School Improvement Plan & Family Engagement Plan
3. A copy of your Positive School-Wide Engagement Plan
4. A copy of your Emergency Management Procedures
5. A copy of the Continuous Learning Plan (CLP)
6. An up-to-date calendar, including extended learning and summer school times and dates
7. Program governance including the responsibilities of the board, board members, board selection process, program director/principal and other program management along with contact information.
8. Teaching and support staff information including staff names, file folder number, teaching assignments, approved waivers and positions.
9. A copy of teacher evaluation form and explanation of procedures
10. Program shall report results of background checks on all new employees hired within two weeks of the start date.
11. List any third-party contractors working directly with students.
12. A year up-to-date updated budget for the Program including salary allocations, benefits, and other income and benefits provided such as housing, car allowance, and any other benefits not specified herein, for all staff paid either wholly or partly with MPS funds: general education, compensatory education, Title I and ELL.
13. A breakdown of other expenditures that are paid for out of District funds including, but not limited to curriculum, rent, utilities etc.
14. A link to the most recent annual audit conducted by the organization, including the auditor notes and management letter
15. A link to the most recent Form 990.
16. Proof of property and liability insurance. (Please submit an updated copy upon renewal).
17. A copy of the policy and processing procedures of volunteers working with students.
18. Overhead percentage charged by the agency. Overhead must be within a reasonable range and is subject to review by MPS.

All information should be electronically submitted and all items must be included.

*Any of the above procedures may be amended at any time with notice to the school.

Exhibit 6 - SPECIAL SCHOOL DISTRICT NO. 1 MINNEAPOLIS PUBLIC SCHOOLS

INSURANCE REQUIREMENTS 2023-2026

In order to protect CONTRACTOR and Special School District #1 ("District"), CONTRACTOR agrees at all times during the term of this contract, and beyond such term when required under the terms of the Contract, to have and keep in force insurance coverage as indicated below:

Limits

1. For all Contracts beginning July 1, 2012, coverage in the types and amounts as set out below:

(a)	Commercial General Liability on an occurrence Basis with contractual liability coverage, including Officers and Directors Errors and Omissions with General Aggregate	\$1,500,000
	Products- Completed Operations Aggregate	\$1,500,000
	Personal and Advertising Injury	\$1,500,000
	Each Occurrence- Combined Bodily Injury and Property Damage	\$1,500,000
(b)	Automobile Liability- Combined single limit Each occurrence coverage or the equivalent Covering owned, non-owned, and hired automobiles	\$1,500,000
(c)	Worker's Compensation and Employer's Liability:	
	i. Worker's Compensation Statutory requirements. If the contractor is based outside the State of Minnesota, Coverage must apply to Minnesota Laws.	
	ii. Employer's Liability. Bodily injury by: a. Each accident b. Disease- Policy limit c. Disease - Each employee	\$500,000 \$500,000 \$500,000
(d)	Professional Liability- Professional Liability (errors and omissions) insurance with respect to its professional Activities	\$1,500,000

- An umbrella or excess liability policy over primary liability insurance coverage is an acceptable method to provide the required insurance limits.
- The above establishes minimum insurance requirements. It is the sole responsibility of CONTRACTOR to determine the need for and to procure additional insurance that may be needed in connection with this Contract. Copies of insurance policies shall be submitted to the District upon written request.
- CONTRACTOR shall not commence work until it has obtained required insurance and filed with the District a properly executed Certificate of Insurance that clearly evidences the required insurance coverage. The certificate shall name Special School District No. 1 as the certificate holder and as an additional insured for the Commercial General Liability coverage (excluding professional liability or errors and omissions) with respect to operations covered under the Contract. The certificate should also show that the District will receive 30 days' prior written notice in the event of cancellation, non-renewal or material change in any described policies.

5. CONTRACTOR shall furnish to the District updated certificates during the term of the Contract as insurance policies expire. If a CONTRACTOR fails to furnish proof of insurance coverage, the District may withhold payments and/ pursue any other right or remedy allowed under the Contract, law, equity, and/or statute.
6. If CONTRACTOR is unable to obtain a required insurance coverage, or coverage is not renewed or is cancelled during the term of this contract, CONTRACTOR shall make immediate good faith efforts to obtain or replace the coverage in the open market. If such efforts are unsuccessful, CONTRACTOR shall immediately notify the District.

Exhibit 7 - District Billing for Additional Services

Special education and assessment will be provided for students who are in need and qualify for such services by licensed special education staff, or staff with approved Minnesota Department of Education variances. The District will provide school psychologist, related services and due process support necessary to complete such assessments and maintain due process records.

There is a maximum to the amount of special education support provided to your site at this level. If there are more students than this amount of teacher time can support, or if the District requests that a program enroll students with significant needs beyond the scope of which the special education teacher can handle, the district may provide additional support at no additional cost, to be arranged as needed.

The District will provide additional support to the alternative school programs, which will include social work, counseling and clerical at no cost.

Exhibit 8 - MPS Title I Contract Alternative Process

1. School receives Title I allocation information in Spring
2. School creates a yearly SIP with input from stakeholders.
3. School completes Title I Budgeting Worksheet & School Equity Considerations for Budgeting Document in the Spring
4. Following each school month, school will submit an itemized invoice to MPS for Title I services provided or goods purchased by the 15th of the following month (ex. September invoice due by October 15th). The invoice must include:
 - a) School name
 - b) Month of service
 - c) Categories of expense (staffing, supplies, food for a parent event, etc.)
 - d) Dollar amount for each category
 - e) How each expense is aligned to the SIP (location in SIP)
 - f) Title I area of each expense (Basic or Family Involvement)
 - g) Total dollar amount
5. MPS will process invoices and reimburse the school for expenses incurred the previous month.

Note: Schools will not be paid before services are provided or supplies have been ordered.

Exhibit No 9 - Minneapolis Public Schools Contract Alternative School Accountability Plan

The Minneapolis Public Schools Accountability Plan serves three primary functions at renewal:

1. It provides a protocol for the MPS Contract Alternative Program department to gather and evaluate evidence to determine whether a school has made an adequate case for renewal. In turn, this evidence assists CAP in deciding if it can make the required legal and other findings in order to reach a positive recommendation for renewal.
2. It also provides the school with a guide to understanding CAP's evaluative criteria. The metrics and annual performance targets encompass the critical indicators of our Contract Alternative Programs (CAP) success and their need for an ongoing feedback loop. The annual performance targets will measure both best practice and overall school and student performance.
3. These processes will be employed on an annual basis for the next 3 years, to be completed by June of each year. In addition to these processes are annual site visits by MPS CAP administration for staff interviews, classroom observations, curriculum reviewing, and joint discussion with MPS and sites leadership regarding both academic and site data. Additionally, quarterly evaluations in collaboration between site leadership and MPS district staff regarding credit attainment and attendance rates are tabulated, shared and examined for the purpose of optimizing both school and student performance. New supplemental academic support programs that might be developed over the course of the contract term may be included in future evaluations.

Furthermore, CAP will not generally use every benchmark during every kind of renewal review, and how the benchmarks are used differs depending on a school's circumstances. No school should fear that a failure to meet every element of every benchmark means that it is not in a position to make a case for renewal. CAP understands that the performance framework sets a very high standard collectively; as such, perfection on every benchmark is not required to be renewed. Programs will be allowed to add a narrative to all areas being assessed to provide additional information to be used for evaluation.

*The Accountability Plan may be amended at any time with notice and agreement of the school.

Accountability Measures

Part A. Academic Achievement

Goal 1A- At least 70% of students enrolled in grades 9 and 10 in each contract alternative high school will meet or exceed their expected growth goal as measured by the FAST Reading assessment. This measure will only look at those students that were enrolled in the same contract alternative only during either the Fall to Winter or Winter to Spring FAST testing windows.

Goal 2A- At least 70% of students enrolled in grades 9 and 10 in each contract alternative high school will meet or exceed their expected growth goal as measured by the FAST Mathematics assessment. This measure will only look at those students that were enrolled in the same contract alternative only during either the Fall to Winter or Winter to Spring FAST testing windows.

Goal 3A- At least 80% of credits attempted will be earned by students enrolled in each contract alternative high school for any period of time.

Goal 4A- At least 80% of students enrolled in a single contract alternative high school for the majority of the school year (≥ 95 days) will earn 5.375 or more academic credits (on-track).

Goal 5A- At least 80% of graduation-eligible seniors will graduate on time. For the purpose of this measure, we will look at only those students that have a reasonable ability to graduate as determined by their enrollment classification. In calculating the "reasonable ability" measure, it will

be assumed that each contract alternative high school will offer a minimum of 5.375 credits during the school year and a summer school program offering at least 2.5 credits.

Goal 6A- At least 80 percent of continuously enrolled students in grades 9, 10, 11 or 12 will remain on-track for graduation.

Goal 7A- 100% of graduates will have successfully completed all components of the My Life Plan database.

Goal 8A- 75% of students taking advanced courses will achieve a passing score

**Address seniors who need less credit but need to be there longer due to meeting other graduation requirements

Part B. Student Well-Being

Goal 1B- The average daily attendance rate of students enrolled in a single contract alternative high school for the majority of the school year (≥ 95 days) will exceed 90%.

Goal 2B- At least 80% of students enrolled in a contract alternative program will either sustain or improve their average daily attendance rate as compared to each student's previous placement.

Goal 3B- Fewer than 10% of the student body will be suspended at any point in the academic year.

Goal 4B- At least 75% of students that do not graduate or return to a comprehensive high school will be retained.

Goal 5B- Fewer than 16.5% of students attending the school will drop out.

Goal 6B- Utilizing the HOPE, DAP, or other pre-approved survey:

At least 75% of students will report positive or favorable opinions regarding their own personal social and emotional satisfaction with the school.

Part C. Effective Staff

Goal 1C- 0% of classroom teacher vacancies at start of school year

Goal 2C 90% of employee retention

Part D. School Climate

Goal 1D- Utilizing the HOPE, DAP, or other pre-approved survey:

At least 75% of students will report positive or favorable opinions regarding school climate and/or operations.

At least 75% of families surveyed utilizing MPS-issued surveys will agree or strongly agree with measures of school satisfaction.

Exhibit 10 - Mandated Procedures

1. MPS procedures must be followed when suspending all students. For students receiving special education services - consult with your assigned special education teacher prior to suspension.
2. Programs must follow the Pupil Fair Dismissal Act and MPS Discipline policy for suspending and removing students from the program.
3. A suspension form must be completed and entered into MPS reporting system and a district generated suspension letter sent to parent/guardian within 48 hours for any removals one day or longer.
4. A staff member from the school must attend all mandatory MPS meetings and training.
5. Attendance must be taken and properly recorded every day.
6. MPS Student Placement procedures must be followed when accepting new students.
7. Homebound Instructional Services may not be initiated prior to consulting with the Contract Alternative Special Education DPF or Director of Contract Alternative Programs.
8. All registration paperwork must be accurately completed and submitted before a student may start the program. Unaccompanied youth and Homeless and Highly Mobile student's paperwork can be completed and submitted by a MPS DLD.
9. Any police or ambulance involved incidents must be written up and submitted to the Contract Alternative Office within 24 hours. School must immediately call the Director of Contract Alternative programs to report the incident.
10. Administrative Transfer forms must be submitted to the MPS expulsion and transfer office within 24 hours.
11. A background check must be on file for everyone, including volunteers, who have contact with students.
12. A summary of Title I expenditures must be submitted monthly.

*Any of the above procedures, may be amended at any time with notice to the school.

Exhibit A

THE AMOUNT OF SUPPORT IN ACCORDANCE WITH FORMULA SPECIFIED IN MINN. STAT. 124.D.69

The Program LNAS has an estimated Average Daily Membership (ADM) or:

43.59	Secondary students
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as a basis for payment under Minn. Stat 12D.69 and amendments.

Grades	Total # of students	Weighting	Weighted Student Number	2021/2022 Revenue	Total Revenue
7-12 Grades	43.59	1.2	52.30	\$484,972	\$484,972

We have used projected enrollment to determine the amount of support. Reconciliation may begin in January 2024 if necessary to reconcile a total amount paid to the school with the total amount due based on actual enrollment. After February 15th, 2024, a final adjustment payment to or refund from the school will be made based on the actual ADMs for 2023-24. A monthly invoice will be submitted to Minneapolis Public Schools to request payment. Actual ADM for eligible students for 2023-24 school-year will determine the final budget allocation.

Compensation for Compensatory Education and Title I funding is in the table below.

Funding Source	Total Dollars	Monthly Allocation (based on 10 Months)
ADMs	\$484,972	\$48,497.20
Compensatory Education	\$69,698	\$6,969.80
Title 1 (Invoice through Funded Programs)	\$983 (Title 1 Family) \$30,475 (Title 1 Basic)	Invoiced Monthly
Total Monthly Payments		\$55,467

Funding for approved summer school programs will be distributed when the district received the funds from the state (approximately December for the year following summer school). There will be no reimbursement for students 21 and over.

TOTAL PAYMENT TO LORING NICOLLET ALTERNATIVE HS \$586,128

AGREEMENT
Special School District No. 1 and PROJECT FOR PRIDE IN LIVING - MERC
2023-2026

This Agreement is made by and between the Board of Education of Special School District No. 1, Minneapolis Public Schools, ("District"), and PROJECT FOR PRIDE IN LIVING - MERC; operating a nonpublic, nonsectarian program; organized as a non-profit corporation under the Laws of the State of Minnesota; and doing business at PROJECT FOR PRIDE IN LIVING - MERC Alternative Program at PROJECT FOR PRIDE IN LIVING - MERC, Minneapolis, MN 55404.

I. GENERAL PROVISIONS

A. Purpose

The purpose of this Agreement is for PROJECT FOR PRIDE IN LIVING - MERC to provide educational services on behalf of the District, at PROJECT FOR PRIDE IN LIVING - MERC for District Students who are eligible to receive educational services in an alternative setting under the authority of Minn. Stat. § 124D.68. This agreement includes providing educational options for students who have been expelled or excluded from District schools. This agreement shall terminate if funding for this alternative program ceases or changes pursuant to Minnesota or federal law.

B. Compliance with Laws

PROJECT FOR PRIDE IN LIVING - MERC shall comply with all applicable Minnesota and federal laws and regulations including but not limited to: the Minnesota Pupil Fair Dismissal Act, (PFDA) Minn. Stat. § 121A.40 - .56; the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. Ch. 33; Minnesota laws applicable to students with special needs, Minn. Stat. Ch. 125A; the Maltreatment of Minors Reporting Act, Minn. Stat. § 626.556; Section 504, 29 U.S.C. § 794; the Family Education Rights and Privacy Act, (FERPA), 20 U.S.C. § 1232g; and the Minnesota Government Data Practices Act, (MGDPA) Minn. Stat. Ch. 13.

C. District Students

PROJECT FOR PRIDE IN LIVING - MERC shall accept for enrollment eligible students at PROJECT FOR PRIDE IN LIVING - MERC. An eligible student is a District student, grades 10-12, who meets the definition of eligible student in Minn. Stat. § 124D.68, as amended.

D. Enrollment/Exit Procedures

1. PROJECT FOR PRIDE IN LIVING - MERC shall follow the enrollment process as described in Exhibit 1.
2. PROJECT FOR PRIDE IN LIVING - MERC may not impose any admission requirements in addition to or beyond eligibility requirements in MN Stat. 124D.68 subd. 2
3. PROJECT FOR PRIDE IN LIVING - MERC shall provide the District with information on a weekly basis regarding openings for students including but not limited to information about the grade level and type of each opening if applicable.
4. PROJECT FOR PRIDE IN LIVING - MERC will accept students referred to them by the District for students in need of placement even if doing so puts them over their capped enrollment. PROJECT FOR PRIDE IN LIVING - MERC shall contact the Director of Contract Alternatives if additional student enrollment will compromise program performance. PROJECT FOR PRIDE IN LIVING - MERC will be paid for the ADMs generated.
5. PROJECT FOR PRIDE IN LIVING - MERC may not exit students prior to meeting with a student and their parent/guardian for all students under the age of 18.
6. PROJECT FOR PRIDE IN LIVING - MERC must follow MN Stat. 126.05 subd. 8 and withdraw any student who has been absent from school for 15 consecutive school days during the regular school year or for five consecutive school days during summer school

or intersession classes of flexible school year programs without receiving instruction in the home or hospital.

7. PROJECT FOR PRIDE IN LIVING - MERC must follow all District procedures for implementing Homebound Instructional Services and will consult with the Contract Alternative Program Special Education DPF, School Social Worker or School Nurse and/or Contract Alternative Director prior to initiating.
8. Determination as to whether or not student conduct warrants an administrative transfer or expulsion will be made by the MPS Expulsion and Transfer Office (ETO), in consultation with the Director of Contract Alternative Programs.
9. All student data will be maintained and updated by the District and available to PROJECT FOR PRIDE IN LIVING - MERC upon request, and as allowed by law. This includes access to student information systems maintained by the district.

II. CONTRACT

A. Duration

The term of this Agreement shall commence on the date following execution by the District and will continue in effect until June 30, 2026 unless terminated by law or according to the provisions herein. As a Learning Year Program, this contract encompasses academic programming during the traditional school year, before and after-school credit recovery and summer school.

B. Renewal

Terms for renewal are based on successful performance and evaluation and will be granted for up to 3 years based on information and data collected as described in Exhibit 9.

III. PROJECT FOR PRIDE IN LIVING - MERC RESPONSIBILITIES

A. Student Learning and Academic Measurement Standards

1. PROJECT FOR PRIDE IN LIVING - MERC must provide programming that will allow students to fulfill state and district mandated graduation requirements which include:
 - a. A minimum of twenty-one and a half (21.5) year-long credits in the required MPS academic areas for all graduates (A "year-long-credit" is the equivalent of the successful completion of an academic year of study or student mastery of applicable state standards.) as listed in Exhibit 2
 - b. Meet yearly milestones as required by the My Life Plan or other district identified data system. ("My Life Plan" is the career and college exploration and decision assisting curriculum framework used by the District.)
 - c. Participate in all mandated state testing and local assessments that are part of either the state of Minnesota or District accountability model, in accordance with Minnesota and District standards.
2. PROJECT FOR PRIDE IN LIVING - MERC shall develop a Continual Learning Plan (CLP) for each student within one month of enrollment. The plan must address any areas of needed growth, specific goals, objectives and a timeline to achieve them, as well as methods of evaluation. The CLP shall meet the requirements of Minnesota Statutes, section 124D.128, Subdivision 3. The CLP must be reviewed quarterly and meet the criteria listed in Exhibit 3. All updated CLPs will be submitted to CAP School Counselor quarterly.
3. PROJECT FOR PRIDE IN LIVING - MERC shall comply with the following provisions regarding testing and assessment:
 - a. require District students to participate in mandatory state testing.
 - b. require District students in grades 10 to participate in FAST testing.
 - c. require District students in grades 11 to participate in ACT testing.
 - d. provide opportunities for students in grades 11 & 12 to participate in ACCUPLACER testing.
 - e. have a test coordinator attend all required District meetings.

4. PROJECT FOR PRIDE IN LIVING - MERC shall meet the requirements of Minn. Stat. § 124D.68, all applicable federal and Minnesota state education laws, federal regulations and the Rules of the Minnesota Department of Education.
 5. PROJECT FOR PRIDE IN LIVING - MERC shall provide a learning setting that complies with state of Minnesota education health and safety standards and that is conducive to learning.
 6. PROJECT FOR PRIDE IN LIVING - MERC shall provide a minimum of six-hour educational day exclusive of a lunch period or shall provide as appropriate 1020 educational hours per school year.
 7. PROJECT FOR PRIDE IN LIVING - MERC shall meet the Accountability Plan measures as outlined in Exhibit 9.
 8. PROJECT FOR PRIDE IN LIVING - MERC shall have a written grievance policy for students and ensure that students are aware of this policy and will have clear guidelines for graduation and shall share this information with guardians and students.
 9. PROJECT FOR PRIDE IN LIVING - MERC shall set up a communication system with parents designed to ensure that parents are aware of their policies and procedures.
 10. PROJECT FOR PRIDE IN LIVING - MERC shall utilize MPS accountability systems for maintaining accuracy in reporting for both Title I documentation and School Improvement Planning goals and measures
 11. PROJECT FOR PRIDE IN LIVING - MERC will follow all Mandated Procedures as outlined in Exhibit 10
- B. Special Education and Section 504 Services and Standards
1. For any prospective student with an IEP (individual education plan), PROJECT FOR PRIDE IN LIVING - MERC must review the IEP with the Contract Alternative Program Special Education DPF prior to enrolling the student to determine the appropriateness of the placement.
 2. For any student with an IEP, PROJECT FOR PRIDE IN LIVING - MERC shall provide appropriate space for District to provide special education and related services required by the IEP. This includes adequate classroom space for instruction, confidential meeting space with access to a phone to conduct IEP meetings, access to a secure printer and a filing cabinet with a lock for confidential documents.
 3. PROJECT FOR PRIDE IN LIVING - MERC shall require classroom teachers to implement the provisions of the IEPs and ISPs (individual accommodations and adaptations, as well as all requirements of student Behavior Intervention Plans), that require classroom modifications, as required by law.
 4. Students receiving special education services may not be exited or transferred from a Contract Alternative program without a full IEP team meeting, including District Administrative Representation.
 5. PROJECT FOR PRIDE IN LIVING - MERC shall follow all special education and 504 standards as listed in Exhibit 4.
- C. Employment Standards for Staff
1. PROJECT FOR PRIDE IN LIVING - MERC shall employ as instructional staff only such persons as are properly licensed by the State of Minnesota appropriate to the level of instructional services provided. PROJECT FOR PRIDE IN LIVING - MERC shall have a copy of each teacher's license on file. PROJECT FOR PRIDE IN LIVING - MERC may employ such other staff as may be needed. PROJECT FOR PRIDE IN LIVING - MERC will follow MDE guidelines for highly qualified staff, and any other applicable laws and regulations.
 2. PROJECT FOR PRIDE IN LIVING - MERC will submit to Minneapolis Public Schools staffing information for any innovative program waivers and out of field permission requested for staff at PROJECT FOR PRIDE IN LIVING - MERC.

3. PROJECT FOR PRIDE IN LIVING - MERC shall implement background checks on all new employees in accordance with Minnesota law and will report the results of background checks to the CAP office within two weeks of the time the employee begins to work for PROJECT FOR PRIDE IN LIVING - MERC. Employees required to undergo background checks include, but are not limited to:
 - a. Teachers and teaching assistants;
 - b. Administrators and business office personnel;
 - c. Custodians and clerical staff;
 - d. Transportation providers under contract with PROJECT FOR PRIDE IN LIVING - MERC or a member school;
 - e. Childcare providers at PROJECT FOR PRIDE IN LIVING - MERC.
 4. When offering employment to a licensed teacher, PROJECT FOR PRIDE IN LIVING - MERC shall contact the Board of Teaching to determine whether there has been any disciplinary action against a teacher based on a board determination that sexual misconduct or attempted sexual misconduct occurred between the teacher and a student.
 5. PROJECT FOR PRIDE IN LIVING - MERC shall require PROJECT FOR PRIDE IN LIVING - MERC staff to participate in staff development sessions regarding Mandated Reporting, Ethics and other Districted and/or state mandated training as well as appropriate implementation of special education services and 504 Plan services.
 6. PROJECT FOR PRIDE IN LIVING - MERC staff shall be able to attend any District-sponsored staff development at the same cost and basis as a District employee and be provided with appropriate documentation of such staff development.
- D. Record and Reporting Requirements
1. Report on Student Attendance
 - a. PROJECT FOR PRIDE IN LIVING - MERC shall report accurate student attendance for each day programs are in session using a format and reporting schedule prescribed by the District.
 2. Annual Student Achievement, Improvement, Organization Reports
 - a. PROJECT FOR PRIDE IN LIVING - MERC shall provide the District with an Annual Report for each school year on or before November 15th of each year for the previous school year. The Annual Report shall contain at least the items listed in Exhibit 5. Liability and Property Insurance Certificates shall be sent to the District with the Annual Report.
 3. Financial Reporting
 - a. PROJECT FOR PRIDE IN LIVING - MERC will receive a yearly Memorandum of Agreement (MOA) from the District that outlines Revenues and Expenditures for the upcoming year. This MOA will include projected ADMs, Compensatory and Title I dollars.
 - b. PROJECT FOR PRIDE IN LIVING - MERC will submit a budget for the school year by November 15th that will address all expenditures taken from dollars passed through by the District each year this contract is in effect.
 - c. If the District has been informed by the State, PROJECT FOR PRIDE IN LIVING - MERC auditor, PROJECT FOR PRIDE IN LIVING - MERC creditor, through its own investigation, or by another manner that PROJECT FOR PRIDE IN LIVING - MERC or one of its affiliates is more than 60 days in arrears for its payments to creditors, District may request and PROJECT FOR PRIDE IN LIVING - MERC shall submit to the District a listing of all creditors for whom there is an outstanding liability.
 - d. No administrative oversight fees may be taken from compensatory dollars or Title dollars.

- e. Title I dollars will be reimbursed following the process set forth in Exhibit 8.
 - f. PROJECT FOR PRIDE IN LIVING - MERC shall provide the District with access to all payroll records regardless of whether PROJECT FOR PRIDE IN LIVING - MERC uses an external payroll service, within a reasonable time period.
4. Records Management and Retention
- a. PROJECT FOR PRIDE IN LIVING - MERC shall retain any and all books, documents, papers, financial records and other records related to the services PROJECT FOR PRIDE IN LIVING - MERC provides to the District for a period of six years after the year in which PROJECT FOR PRIDE IN LIVING - MERC provides the service. PROJECT FOR PRIDE IN LIVING - MERC agrees that the District or its duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary with reasonable notice, shall have access to and the right to the records that are pertinent to and involve transactions relating to this Agreement. This requirement applies to all records including records of grants or other revenue received from the City of Minneapolis, Hennepin County, the State of Minnesota, the federal government and other public or private sources for the services rendered under the Agreement.
 - b. Upon termination of the contractual relationship between PROJECT FOR PRIDE IN LIVING - MERC and the District, PROJECT FOR PRIDE IN LIVING - MERC agrees to immediately turn over to the District any and all documents, papers, finance records and other student records related to services provided.
- E. Follow District Policies
- a. PROJECT FOR PRIDE IN LIVING - MERC shall follow all other District Policies, where applicable, including but not limited to Chapter 5000 of the Minneapolis Public Schools Policies & Regulations.
- F. Other Legal Requirements
- 1. Nondiscrimination
 - a. PROJECT FOR PRIDE IN LIVING - MERC shall abide by state and federal laws prohibiting discrimination in education and employment. PROJECT FOR PRIDE IN LIVING - MERC shall provide to the District all information and reports about PROJECT FOR PRIDE IN LIVING - MERC nondiscrimination policies when required by the District to do so.
 - 2. Facilities Occupancy Certificate
 - a. PROJECT FOR PRIDE IN LIVING - MERC shall maintain a current "Facilities Occupancy Certificate" issued by the City of Minneapolis.
 - 3. PROJECT FOR PRIDE IN LIVING - MERC shall notify the District of any proposed or actual significant changes in PROJECT FOR PRIDE IN LIVING - MERC policies or staff.

IV. DISTRICT RESPONSIBILITIES

- A. Financial Auditing
 - 1. A District audit will be conducted annually to review finances related to public school dollars being used to support the program
- B. Provisions of Special Education Instruction and Related Services
 - 1. The District, using District employees, shall provide direct and indirect special education and related services to those students determined to be eligible for such services consistent with their IEP's.
- C. Monitoring and Support Services
 - 1. The District shall monitor PROJECT FOR PRIDE IN LIVING - MERC performance of its obligations under this Agreement.
- D. Payment

1. The District shall pay PROJECT FOR PRIDE IN LIVING - MERC as outlined in Section V herein. This amount shall be net of any fees.
2. Payments will be divided over ten months, September through June of each contract year.

E. Transportation

1. The District will provide transportation or transportation dollars to students who live in the Minneapolis District and who qualify for such services.

F. Staff Development

1. The District will hold a beginning of the year mandatory kick-off session and end of year wrap up session for all CAP schools.
2. The District will provide two full-day staff development opportunities for all PROJECT FOR PRIDE IN LIVING - MERC staff.
3. The District will provide an annual information session for PROJECT FOR PRIDE IN LIVING - MERC staff around Title I reporting, SIP completion, 504 Plans, PSWE and Family Engagement.

V. FINANCIAL SUPPORT FOR CONTRACT PROJECT FOR PRIDE IN LIVING - MERC

- A. District shall pay PROJECT FOR PRIDE IN LIVING - MERC pursuant to Minnesota Statutes § 124D.69. District shall make payment only upon average daily membership documentation submitted by PROJECT FOR PRIDE IN LIVING - MERC in such form as deemed satisfactory by District. District may begin the reconciliation process with an adjustment to the monthly payments starting in February of each contract year, if necessary to reconcile the total amount paid to PROJECT FOR PRIDE IN LIVING - MERC with the total amount due based on actual enrollment. District shall provide funding only if PROJECT FOR PRIDE IN LIVING - MERC has complied with the terms of this Agreement and any reasonable requests of District. Final ADM counts provided by the state will be used to determine final payments. The payment will be net of any charges for services provided by the District.

VI. CONTRACTING WITH OTHER ENTITIES

- A. PROJECT FOR PRIDE IN LIVING - MERC shall neither enter into subcontracts for performance of any of the purchased services contemplated under this Agreement nor assign this Agreement, without prior written approval of the District and subject to such conditions and provisions as the District may deem necessary. PROJECT FOR PRIDE IN LIVING - MERC shall be responsible for the performance and liability of all subcontractors.
- B. In the event PROJECT FOR PRIDE IN LIVING - MERC enters into a contract with another school district to provide educational services for students for whom the other school district is responsible, PROJECT FOR PRIDE IN LIVING - MERC shall indemnify District for any loss of any kind that District may incur because of PROJECT FOR PRIDE IN LIVING - MERC contract with another school district.

VII. INSURANCE REQUIREMENTS AND FINANCIAL ASSURANCE

- A. PROJECT FOR PRIDE IN LIVING - MERC shall at its own expense, maintain comprehensive general liability insurance covering claims that arise out of its acts and operations under this Agreement for which it may be legally liable. At a minimum, PROJECT FOR PRIDE IN LIVING - MERC must provide insurance coverage in accordance with Exhibit 6.
- B. PROJECT FOR PRIDE IN LIVING - MERC or its members shall also maintain property insurance covering the facility in which the educational program is located.
- C. PROJECT FOR PRIDE IN LIVING - MERC 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 PROJECT FOR PRIDE IN LIVING - MERC.
- D. PROJECT FOR PRIDE IN LIVING - MERC will provide electronic access to the annual audit, along with any auditor's notes at the same time the report is sent to the Board of the overseeing agency.

VIII. INDEMNIFICATION

- A. Except as expressly provided in this Agreement or in connection with insurance coverage required to be provided in this Agreement by one party for the benefit of the other, each party shall be responsible for its own legal representation and legal costs.
- B. Except where there is an actual or potential conflict of interest, the parties shall fully cooperate with legal counsel for one another in connection with any legal claim asserted against either of them for services provided under this Agreement.
- C. Nothing in this Agreement is intended to nor shall the terms of this Agreement expand the liability of the District and PROJECT FOR PRIDE IN LIVING - MERC under Minnesota law.
- D. PROJECT FOR PRIDE IN LIVING - MERC shall indemnify, save and hold the District, its employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits, costs, judgments, or other forms of liability to third parties, actual or claimed, including attorney's fees, for injury to property or persons, occurring or allegedly occurring in, on or about PROJECT FOR PRIDE IN LIVING - MERC property, based on conduct committed by PROJECT FOR PRIDE IN LIVING - MERC or by its employees, officers, directors, subcontractors, or agents. Upon timely written notice from the District, PROJECT FOR PRIDE IN LIVING - MERC shall defend the District in any action or proceeding against the District that is within the purview of this paragraph.
- E. Notwithstanding any other provision of this Agreement, PROJECT FOR PRIDE IN LIVING - MERC shall not settle or compromise any claim against it relating to its obligations under this Agreement without a signed agreement of approval from the District.
- F. The foregoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability to third parties provided or available to either of the parties under applicable state governmental immunities laws.
- G. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of PROJECT FOR PRIDE IN LIVING - MERC personnel or other persons while engaged on behalf of PROJECT FOR PRIDE IN LIVING - MERC, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment with PROJECT FOR PRIDE IN LIVING - MERC including without limitation, claims of discrimination against PROJECT FOR PRIDE IN LIVING - MERC, its members, officers, agents, contractors or employees shall in no way be the responsibility of the District and PROJECT FOR PRIDE IN LIVING - MERC shall defend indemnify and hold the District, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission, or court, and from the expenses of defending such claims, including attorney's fees. PROJECT FOR PRIDE IN LIVING - MERC personnel and other persons engaged on behalf of PROJECT FOR PRIDE IN LIVING - MERC shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the District, including, without limitations, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, unemployment compensation, disability, severance pay, and P.E.R.A.

IX. RELATIONSHIP OF THE PARTIES

- A. It is agreed that nothing contained in this Agreement is intended, or should be construed in any manner, as creating or establishing the relationship of partners between the District and PROJECT FOR PRIDE IN LIVING - MERC or as constituting PROJECT FOR PRIDE IN LIVING - MERC as the agent, representative or employee of the District for any purpose or in any manner whatsoever. PROJECT FOR PRIDE IN LIVING - MERC is to be and shall remain an independent contractor with respect to all services performed under this Agreement. PROJECT FOR PRIDE IN LIVING - MERC represents that it has, or will secure at its own expense, all personnel required to perform its obligations under this Agreement. All staff employed by PROJECT FOR PRIDE IN LIVING - MERC either directly or indirectly shall be

employees of PROJECT FOR PRIDE IN LIVING - MERC or its affiliates and not the District. PROJECT FOR PRIDE IN LIVING - MERC or its affiliates shall determine salary, benefit eligibility, retirement plans, and performance standards, continuing professional development needs and all other incidents and benefits of employment.

X. AMENDMENT

- A. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment to this Agreement and duly signed by the parties hereto.

XI. DEFAULT, NOTICE AND CURE

A. Inability to Perform

1. PROJECT FOR PRIDE IN LIVING - MERC shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the educational services to be provided to the District under this Agreement. PROJECT FOR PRIDE IN LIVING - MERC shall immediately notify the District in writing whenever it is unable to, or reasonably believes it is going to be unable to, provide the agreed upon quality and quantity of educational services. Upon such notification, the District shall determine whether such inability requires a modification or immediate cancellation of this Agreement without opportunity for cure.

B. Default by PROJECT FOR PRIDE IN LIVING - MERC

1. Unless excused by District default or District waiver of default, any of the following occurrences shall constitute default on the part of PROJECT FOR PRIDE IN LIVING - MERC:
- Failure to comply with any relevant legal requirements.
 - Failure to perform any duties or requirements outlined in this Agreement.
 - Failure to respond to requests by the District for information about PROJECT FOR PRIDE IN LIVING - MERC financial status.
 - Failure to create, implement and advance a plan for payment of creditors.
 - Failure to acquire and hold a lease for the building space used for instruction.
 - Failure to pay the Internal Revenue Service and Minnesota Department of Revenue any monies due.
 - Failure to maintain adequate records, both student records and financial records regarding the program.

C. Default by District

1. Unless excused by PROJECT FOR PRIDE IN LIVING - MERC default, or PROJECT FOR PRIDE IN LIVING - MERC waiver of default, failure to perform any other material provision of this Agreement shall constitute default on the part of the District.

D. Written Notice of Default

1. Unless otherwise provided in this Agreement, no event shall constitute a default giving rise to the right to terminate unless and until written Notice of Default is given to the defaulting party, specifying the particular event, series of events or failure constituting the default and specifying the cure period, if any.

E. Cure Period

1. If the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) business days or such other time as may be specified under the terms of this Agreement or in the Notice of Default, then this Agreement may be terminated by written notice as provided in paragraph XII below.

XII. TERMINATION OF AGREEMENT

A. With or Without Cause

1. This Agreement may be terminated by either party, with or without cause, effective on July 1 of any given contract year, provided that the party wishing to terminate the Agreement delivers a Notice of Termination to the authorized representative of the

other party on or before April 1 immediately preceding the July 1 termination date. If both parties agree, this Agreement may be terminated at any other time during the term of this Agreement. PROJECT FOR PRIDE IN LIVING - MERC will return all District resources and property upon termination of the agreement.

B. Changes in Legislation

1. If legislation changes the funding formula; either side may terminate the agreement with thirty days notice.

C. Changes in Policy or Staff

1. The District reserves the right to terminate this Agreement without opportunity to cure if the District determines that a proposed or actual significant change in PROJECT FOR PRIDE IN LIVING - MERC policies or staff is contrary to the purpose of this Agreement or contrary to relevant District policies.

D. Termination After Failure to Cure Default

1. If, after the time specified for cure of default in the Notice of Default issued in accordance with paragraph XI.D above, the party in default has failed to cure the default in a manner satisfactory to the party issuing the Notice of Default; the party not in default may issue a Notice of Termination. The Notice of Termination must be delivered to the Authorized Representative of the party in default. The Notice of Termination shall specify the bases for the termination.

E. Default by PROJECT FOR PRIDE IN LIVING - MERC

1. After receipt of Notice of Termination from District because of default by PROJECT FOR PRIDE IN LIVING - MERC, and except as otherwise directed by District, PROJECT FOR PRIDE IN LIVING - MERC shall:
 - a. Discontinue provision of services subcontracted pursuant to paragraph VI of this Agreement on that date or to the extent specified in the Notice of Termination.
 - b. Cancel all orders and subcontracts to the extent that they relate to the performance of services subcontracted pursuant to paragraph VI of this Agreement and are canceled by the Notice of Termination.
 - c. Settle all outstanding liabilities and all claims arising out of such cancellation of orders and subcontracts, with the approval or ratification to the extent that may be required, which approval or ratification shall be final for all the purposes of this clause.
 - d. Complete performance of such services subcontracted pursuant to paragraph VI of this Agreement that shall not have been canceled by the Notice of Termination.
 - e. Maintain all records relating to performance of the canceled portion of this Agreement for a minimum of six years. PROJECT FOR PRIDE IN LIVING - MERC shall maintain records for a longer period if reasonably required to do so by the District.
 - f. Forward all student records to the District within 30 days and return all property belonging to the District.

F. Default by District

1. After receipt of Notice of Termination from PROJECT FOR PRIDE IN LIVING - MERC because of default by District, and except as otherwise directed by PROJECT FOR PRIDE IN LIVING - MERC, District shall:
 - a. Cancel all orders and subcontracts to the extent that they relate to the performance of services subcontracted pursuant to paragraph VI of this Agreement and are canceled by the Notice of Termination.
 - b. Settle all outstanding liabilities and all claims arising out of such cancellation of orders and subcontracts, with the approval or ratification to the extent that may be

required, which approval or ratification shall be final for all the purposes of this clause.

- c. Complete performance of such services subcontracted pursuant to paragraph VI of this Agreement that shall not have been canceled by Notice of Termination.
- d. Maintain all records relating to performance of the canceled portion of this Agreement for a minimum of six years. District shall maintain records for a longer period if reasonably required to do so by the PROJECT FOR PRIDE IN LIVING - MERC.

XIII. REMEDIES

- A. Notwithstanding any cure period, District is entitled to recover from PROJECT FOR PRIDE IN LIVING - MERC any damages sustained by District by virtue of any breach of this Agreement by PROJECT FOR PRIDE IN LIVING - MERC, and District may withhold payments to PROJECT FOR PRIDE IN LIVING - MERC for the purpose of set-off provided that such amounts withheld are reasonably related to actual damages.
- B. It is agreed that any right or remedy provided for in this Agreement shall not be considered as the exclusive right or remedy of either party for any default in any respect by the other party, but such right or remedy shall be considered to be in addition to any other right or remedy hereunder or allowed by law or equity.
- C. Either party's failure to insist upon strict performance of any covenant, agreement, or stipulation of the Agreement or to exercise any right contained in the Agreement, shall not be a waiver or relinquishment of such covenant, agreement, stipulation, or right, unless the waiving party consents thereto in writing. Any such written consent shall not constitute a waiver or relinquishment of the future exercise of such covenant, agreement, stipulation or right.

XVI. NO THIRD-PARTY BENEFICIARY RIGHTS

- A. No third party, whether a constituent of the District or otherwise, may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of, the District or PROJECT FOR PRIDE IN LIVING - MERC in this Agreement. This Agreement is not intended to create any rights of a third-party beneficiary.

XVII. CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

- A. This Contract shall be construed under Minnesota law (without regard for choice of law considerations) and the policies and procedures of the District, as amended from time to time. 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.

XVIII. INDEMNIFICATION

- A. 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.

Exhibits 1 through 12 are attached and incorporated herein by reference.

Exhibit 1 - Enrollment Process

Exhibit 2 - Graduation Requirements

- Exhibit 3 - Continual Learning Plan (CLP) Requirements
- Exhibit 4 – Special Education and 504 Plan Expectations
- Exhibit 5 - Annual Report and School Improvement Plan Minimum Requirements
- Exhibit 6 - Insurance Requirements
- Exhibit 7 - District Billing for Additional Services
- Exhibit 8 - Title One
- Exhibit 9 - Minneapolis Public Schools Contract Alternative School Accountability Plan
- Exhibit 10- Mandated Procedures

IN WITNESS, WHEREOF, the parties have executed this Agreement on the date and year written below.

BOARD OF EDUCATION
SPECIAL SCHOOL DISTRICT NO. 1

PROJECT FOR PRIDE IN LIVING - MERC

By: _____
Date

By:  _____ 6-1-23
Date

Title: _____

Title: Vice President

**Student Placement Services
1250 West Broadway
612-668-1840**

Students must contact the MPS Student Enrollment Center for placement before they enroll or start classes if:

- They are new to MPS or returning after more than a calendar year
- They are new to the country
- They have a home language other than English
- They have an IEP

Student Enrollment will:

- Ask parent/guardians to complete intake paperwork and fax a copy to the Contract Alternative Program office at Davis Center
- Request and review student records
- Tell students about options within the district including Contract Alternative Programs
- Review student's special education needs and refer Federal Setting II and higher to district staff for placement (Contract Alternatives do not serve setting 3 or higher)
- Review any health concerns.
- Complete student placement in MESA, Contract Alternative Program staff will receive email notification.
- Immediately place any students identified as Homeless and Highly Mobile and work to obtain records following the placement.
- Administer the WIDA Screener to any students with an Home language other than English to determine EL eligibility (unless they already have a current WIDA level form another district or state)

If Enrollment is unable to retrieve a student's records within three days, they will place the student with the information they have. The sites will then need to continue pursuing the student's records.

New Families Center will:

- Request and review student records
- Administer the WIDA Screener to determine ELL eligibility.

Students Receiving Special Education Services

Fax/Email student names and ID numbers to the Contract Alternative Office
Contract Alternative Special Education Department reviews the student records and let you know if the site can provide appropriate services.
Students should not start classes until the special education review is complete.

Students with Medical/Health Concerns

Fax/Email student names and ID numbers to the Contract Alternative Office
Contract Alternative Nurse will review medical needs to assist in appropriate school placement.

All Students

Contract Alternative Programs will turn in weekly site count to Student Enrollment Services. This will assist in placing students wanting to enroll in a Contract Alternative Program.
If your program is at full capacity, please refer students to another school or back to Placement Services.
Do not put students on a waiting list.

Exhibit 2 – Graduation Credit Requirements

Graduation Credit Requirements for Students under 2019 – 2024 Graduation Requirements

- 4 year-long credits in language arts
- 3.5 year-long credits in social studies, including:
 - 1.0 U.S. history
 - 0.5 geography
 - 1.0 world history
 - 0.5 Government and citizenship
 - 0.5 Economics
- 3 year-long credits in mathematics, including (at minimum)
 - 1 year-long credit in intermediate algebra
 - 1 year-long credit in geometry
 - 1 year-long credit in advanced algebra or statistics and probability
- 3 year-long credits of science, including (at minimum)
 - 1 year-long physical science
 - 1 year-long biology
 - 1 year-long of chemistry or physics
- 1 year-long credit in the arts
- .5 year-long credits in physical education
- .5 year-long credits in health
- 6 year-long elective credits

Graduation Credit Requirements for Students under 2025 Graduation Requirements and Beyond

- 4 year-long credits in language arts
- 3.5 year-long credits in social studies, including:
 - 1.0 U.S. history
 - 0.5 geography
 - 1.0 world history
 - 0.5 Government and citizenship
 - 0.5 Economics
- 3 year-long credits in mathematics, including (at minimum)
 - 1 year-long credit in intermediate algebra
 - 1 year-long credit in geometry
 - 1 year-long credit in advanced algebra or statistics and probability
- 3 year-long credits of science, including (at minimum)
 - 1 year-long physical science
 - 1 year-long biology
 - 1 year-long of chemistry or physics
- 1 year-long credit in the arts
- .5 year-long credits in physical education
- .5 year-long credits in health
- .5 year-long credits in Ethnic Studies
- 5.5 year-long elective credits

Exhibit 3 – Continual Learning Plan Requirements

CLPS for all enrolled students needs to be submitted to MPS quarterly to be reviewed

Programs need to develop Continual Learning Plans (CLP's) that are:

- Learner Centered
- Individually Designed by the program
- Able to meet the specific program focus and student needs

CLPs are required annually for every student in a Contract Alternative Program. The student learning objectives must contain:

- Courses and credits the student plans to take
- Graduation requirements the student must complete (HS only)
- Assessment measurements used to evaluate a pupil's progress

CLPs must be signed and dated:

- The CLP will not be effective or valid unless a student has signed it
- Staff must sign the CLP
- Parent signatures must be included for students under the age of 18. Make your best effort to obtain and document your attempts to obtain a signature
- Forms must be updated at the beginning of every grading period
- Forms for summer school must be amended
- CLPS must be kept on file at each site for three years (not including the current year)

Exhibit 4 - Special Education and 504 Plan Expectations

1. All students with an IEP must be allowed to enter when they come into the building, this includes if they leave the building during the regular school day. Procedures may be established to process with their special education case manager and program administration prior to entering class.
2. All students receiving special education services have IEPs; therefore, they cannot be a part of a separate RTI process within the school and conflicts with their IEP. If there are academic or behavior concerns, they should be addressed with the special education resource teachers.
3. MPS licensed special education staff will be consulted with prior to a special education student's suspension as well as included on the special education student's intake. If suspension was related to a fight, the special education staff, in consultation with school site administration will determine if mediation is appropriate. Language should be included in a student accommodation page outlining if mediation is appropriate or if processing with their special education resource teacher upon return is more appropriate due to their disability.
4. Schools with Independent Study Programs (ISP) will have written requirements regarding student attendance and enrollment policies regarding students receiving special education services. All students receiving special education services referred to ISP must be reviewed by their special education case manager/teacher and deemed appropriate by the special education team.
5. In School Suspension (ISS) for students receiving special education services will be discussed and determined as an appropriate consequence with the student's case managers. If a special education student will have ISS, they will attend their scheduled special education courses/receive their daily minutes of service, per their IEP.
6. All schools will identify who their 504 coordinators are and will ensure that the 504 plans are being serviced by the regular education teachers and meetings are completed annually.

Exhibit 5 - Annual Report and School Improvement Plan Minimum Requirements

Minneapolis Contract Alternative Program

Each Minneapolis Contract Alternative Program is required to file a complete Annual Report **at the time of contract renewal** and **yearly** for each school year on or before November 15th of each year in addition to a yearly School Improvement Plan (SIP) based on a summary of the results achieved by the students at the Contract Alternative Program. The SIP is written each fall with updates in February and May. The Annual Report is required to be filed no later than October 1st of the first year of renewal.

Contract Alternative Program Annual Report should include all of the following information:

1. Program Mission and Vision statement.
2. A brief summary of site goals and School Improvement Plan & Family Engagement Plan
3. A copy of your Positive School-Wide Engagement Plan
4. A copy of your Emergency Management Procedures
5. A copy of the Continuous Learning Plan (CLP)
6. An up-to-date calendar, including extended learning and summer school times and dates
7. Program governance including the responsibilities of the board, board members, board selection process, program director/principal and other program management along with contact information.
8. Teaching and support staff information including staff names, file folder number, teaching assignments, approved waivers and positions.
9. A copy of teacher evaluation form and explanation of procedures
10. Program shall report results of background checks on all new employees hired within two weeks of the start date.
11. List any third-party contractors working directly with students.
12. A year up-to-date updated budget for the Program including salary allocations, benefits, and other income and benefits provided such as housing, car allowance, and any other benefits not specified herein, for all staff paid either wholly or partly with MPS funds: general education, compensatory education, Title I and ELL.
13. A breakdown of other expenditures that are paid for out of District funds including, but not limited to curriculum, rent, utilities etc.
14. A link to the most recent annual audit conducted by the organization, including the auditor notes and management letter
15. A link to the most recent Form 990.
16. Proof of property and liability insurance. (Please submit an updated copy upon renewal).
17. A copy of the policy and processing procedures of volunteers working with students.
18. Overhead percentage charged by the agency. Overhead must be within a reasonable range and is subject to review by MPS.

All information should be electronically submitted and all items must be included.

*Any of the above procedures may be amended at any time with notice to the school.

Exhibit 6 - SPECIAL SCHOOL DISTRICT NO. 1 MINNEAPOLIS PUBLIC SCHOOLS

INSURANCE REQUIREMENTS 2023-2026

In order to protect CONTRACTOR and Special School District #1 ("District"), CONTRACTOR agrees at all times during the term of this contract, and beyond such term when required under the terms of the Contract, to have and keep in force insurance coverage as indicated below:

Limits

1. For all Contracts beginning July 1, 2012, coverage in the types and amounts as set out below:

(a)	Commercial General Liability on an occurrence Basis with contractual liability coverage, including Officers and Directors Errors and Omissions with General Aggregate	\$1,500,000
	Products- Completed Operations Aggregate	\$1,500,000
	Personal and Advertising Injury	\$1,500,000
	Each Occurrence- Combined Bodily Injury and Property Damage	\$1,500,000
(b)	Automobile Liability- Combined single limit Each occurrence coverage or the equivalent Covering owned, non-owned, and hired automobiles	\$1,500,000
(c)	Worker's Compensation and Employer's Liability:	
	i. Worker's Compensation Statutory requirements. If the contractor is based outside the State of Minnesota, Coverage must apply to Minnesota Laws.	
	ii. Employer's Liability. Bodily injury by:	
	a. Each accident	\$500,000
b. Disease- Policy limit	\$500,000	
c. Disease - Each employee	\$500,000	
(d)	Professional Liability- Professional Liability (errors and omissions) insurance with respect to its professional Activities	\$1,500,000

2. An umbrella or excess liability policy over primary liability insurance coverage is an acceptable method to provide the required insurance limits.
3. The above establishes minimum insurance requirements. It is the sole responsibility of CONTRACTOR to determine the need for and to procure additional insurance that may be needed in connection with this Contract. Copies of insurance policies shall be submitted to the District upon written request.
4. CONTRACTOR shall not commence work until it has obtained required insurance and filed with the District a properly executed Certificate of Insurance that clearly evidences the required insurance coverage. The certificate shall name Special School District No. 1 as the certificate holder and as an additional insured for the Commercial General Liability coverage (excluding professional liability or errors and omissions) with respect to operations covered under the Contract. The certificate should also show that the District will receive 30 days' prior written notice in the event of cancellation, non-renewal or material change in any described policies.

5. CONTRACTOR shall furnish to the District updated certificates during the term of the Contract as insurance policies expire. If a CONTRACTOR fails to furnish proof of insurance coverage, the District may withhold payments and/ pursue any other right or remedy allowed under the Contract, law, equity, and/or statute.
6. If CONTRACTOR is unable to obtain a required insurance coverage, or coverage is not renewed or is cancelled during the term of this contract, CONTRACTOR shall make immediate good faith efforts to obtain or replace the coverage in the open market. If such efforts are unsuccessful, CONTRACTOR shall immediately notify the District.

Exhibit 7 - District Billing for Additional Services

Special education and assessment will be provided for students who are in need and qualify for such services by licensed special education staff, or staff with approved Minnesota Department of Education variances. The District will provide school psychologist, related services and due process support necessary to complete such assessments and maintain due process records.

There is a maximum to the amount of special education support provided to your site at this level. If there are more students than this amount of teacher time can support, or if the District requests that a program enroll students with significant needs beyond the scope of which the special education teacher can handle, the district may provide additional support at no additional cost, to be arranged as needed.

The District will provide additional support to the alternative school programs, which will include social work, counseling and clerical at no cost.

Exhibit 8 - MPS Title I Contract Alternative Process

1. School receives Title I allocation information in Spring
2. School creates a yearly SIP with input from stakeholders.
3. School completes Title I Budgeting Worksheet & School Equity Considerations for Budgeting Document in the Spring
4. Following each school month, school will submit an itemized invoice to MPS for Title I services provided or goods purchased by the 15th of the following month (ex. September invoice due by October 15th). The invoice must include:
 - a) School name
 - b) Month of service
 - c) Categories of expense (staffing, supplies, food for a parent event, etc.)
 - d) Dollar amount for each category
 - e) How each expense is aligned to the SIP (location in SIP)
 - f) Title I area of each expense (Basic or Family Involvement)
 - g) Total dollar amount
5. MPS will process invoices and reimburse the school for expenses incurred the previous month.

Note: Schools will not be paid before services are provided or supplies have been ordered.

Exhibit No 9 - Minneapolis Public Schools Contract Alternative School Accountability Plan

The Minneapolis Public Schools Accountability Plan serves three primary functions at renewal:

1. It provides a protocol for the MPS Contract Alternative Program department to gather and evaluate evidence to determine whether a school has made an adequate case for renewal. In turn, this evidence assists CAP in deciding if it can make the required legal and other findings in order to reach a positive recommendation for renewal.
2. It also provides the school with a guide to understanding CAP's evaluative criteria. The metrics and annual performance targets encompass the critical indicators of our Contract Alternative Programs (CAP) success and their need for an ongoing feedback loop. The annual performance targets will measure both best practice and overall school and student performance.
3. These processes will be employed on an annual basis for the next 3 years, to be completed by June of each year. In addition to these processes are annual site visits by MPS CAP administration for staff interviews, classroom observations, curriculum reviewing, and joint discussion with MPS and sites leadership regarding both academic and site data. Additionally, quarterly evaluations in collaboration between site leadership and MPS district staff regarding credit attainment and attendance rates are tabulated, shared and examined for the purpose of optimizing both school and student performance. New supplemental academic support programs that might be developed over the course of the contract term may be included in future evaluations.

Furthermore, CAP will not generally use every benchmark during every kind of renewal review, and how the benchmarks are used differs depending on a school's circumstances. No school should fear that a failure to meet every element of every benchmark means that it is not in a position to make a case for renewal. CAP understands that the performance framework sets a very high standard collectively; as such, perfection on every benchmark is not required to be renewed. Programs will be allowed to add a narrative to all areas being assessed to provide additional information to be used for evaluation.

*The Accountability Plan may be amended at any time with notice and agreement of the school.

Accountability Measures

Part A. Academic Achievement

Goal 1A- At least 70% of students enrolled in grades 9 and 10 in each contract alternative high school will meet or exceed their expected growth goal as measured by the FAST Reading assessment. This measure will only look at those students that were enrolled in the same contract alternative only during either the Fall to Winter or Winter to Spring FAST testing windows.

Goal 2A- At least 70% of students enrolled in grades 9 and 10 in each contract alternative high school will meet or exceed their expected growth goal as measured by the FAST Mathematics assessment. This measure will only look at those students that were enrolled in the same contract alternative only during either the Fall to Winter or Winter to Spring FAST testing windows.

Goal 3A- At least 80% of credits attempted will be earned by students enrolled in each contract alternative high school for any period of time.

Goal 4A- At least 80% of students enrolled in a single contract alternative high school for the majority of the school year (≥ 95 days) will earn 5.375 or more academic credits (on-track).

Goal 5A- At least 80% of graduation-eligible seniors will graduate on time. For the purpose of this measure, we will look at only those students that have a reasonable ability to graduate as determined by their enrollment classification. In calculating the "reasonable ability" measure, it will

be assumed that each contract alternative high school will offer a minimum of 5.375 credits during the school year and a summer school program offering at least 2.5 credits.

Goal 6A- At least 80 percent of continuously enrolled students in grades 9, 10, 11 or 12 will remain on-track for graduation.

Goal 7A- 100% of graduates will have successfully completed all components of the My Life Plan database.

Goal 8A- 75% of students taking advanced courses will achieve a passing score

**Address seniors who need less credit but need to be there longer due to meeting other graduation requirements

Part B. Student Well-Being

Goal 1B- The average daily attendance rate of students enrolled in a single contract alternative high school for the majority of the school year (≥ 95 days) will exceed 90%.

Goal 2B- At least 80% of students enrolled in a contract alternative program will either sustain or improve their average daily attendance rate as compared to each student's previous placement.

Goal 3B- Fewer than 10% of the student body will be suspended at any point in the academic year.

Goal 4B- At least 75% of students that do not graduate or return to a comprehensive high school will be retained.

Goal 5B- Fewer than 16.5% of students attending the school will drop out.

Goal 6B- Utilizing the HOPE, DAP, or other pre-approved survey:

At least 75% of students will report positive or favorable opinions regarding their own personal social and emotional satisfaction with the school.

Part C. Effective Staff

Goal 1C- 0% of classroom teacher vacancies at start of school year

Goal 2C 90% of employee retention

Part D. School Climate

Goal 1D- Utilizing the HOPE, DAP, or other pre-approved survey:

At least 75% of students will report positive or favorable opinions regarding school climate and/or operations.

At least 75% of families surveyed utilizing MPS-issued surveys will agree or strongly agree with measures of school satisfaction.

Exhibit 10 - Mandated Procedures

1. MPS procedures must be followed when suspending all students. For students receiving special education services - consult with your assigned special education teacher prior to suspension.
2. Programs must follow the Pupil Fair Dismissal Act and MPS Discipline policy for suspending and removing students from the program.
3. A suspension form must be completed and entered into MPS reporting system and a district generated suspension letter sent to parent/guardian within 48 hours for any removals one day or longer.
4. A staff member from the school must attend all mandatory MPS meetings and training.
5. Attendance must be taken and properly recorded every day.
6. MPS Student Placement procedures must be followed when accepting new students.
7. Homebound Instructional Services may not be initiated prior to consulting with the Contract Alternative Special Education DPF or Director of Contract Alternative Programs.
8. All registration paperwork must be accurately completed and submitted before a student may start the program. Unaccompanied youth and Homeless and Highly Mobile student's paperwork can be completed and submitted by a MPS DLD.
9. Any police or ambulance involved incidents must be written up and submitted to the Contract Alternative Office within 24 hours. School must immediately call the Director of Contract Alternative programs to report the incident.
10. Administrative Transfer forms must be submitted to the MPS expulsion and transfer office within 24 hours.
11. A background check must be on file for everyone, including volunteers, who have contact with students.
12. A summary of Title I expenditures must be submitted monthly.

*Any of the above procedures, may be amended at any time with notice to the school.

Exhibit A

THE AMOUNT OF SUPPORT IN ACCORDANCE WITH FORMULA SPECIFIED IN MINN. STAT. 124.D.69

The Program MERC has an estimated Average Daily Membership (ADM) or:

43.59	Secondary students
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as a basis for payment under Minn. Stat 12D.69 and amendments.

Grades	Total # of students	Weighting	Weighted Student Number	2021/2022 Revenue	Total Revenue
7-12 Grades	43.59	1.2	66.39	\$539,940	\$539,940

We have used projected enrollment to determine the amount of support. Reconciliation may begin in January 2024 if necessary to reconcile a total amount paid to the school with the total amount due based on actual enrollment. After February 15th, 2024, a final adjustment payment to or refund from the school will be made based on the actual ADMs for 2023-24. A monthly invoice will be submitted to Minneapolis Public Schools to request payment. Actual ADM for eligible students for 2023-24 school-year will determine the final budget allocation.

Compensation for Compensatory Education and Title I funding is in the table below.

Funding Source	Total Dollars	Monthly Allocation (based on 10 Months)
ADMs	\$539,940	\$53,994
Compensatory Education	\$209,635 \$10,843 (extended)	\$22,047.80
Title 1 (Invoice through Funded Programs)	\$1,874 (Title 1 Family) \$74,563 (Title 1 Basic)	Invoiced Monthly
Total Monthly Payments		\$76,041.80

Funding for approved summer school programs will be distributed when the district received the funds from the state (approximately December for the year following summer school). There will be no reimbursement for students 21 and over.

TOTAL PROJECT FOR PRIDE IN LIVING - MERC \$836,855

AGREEMENT
Special School District No. 1 and PYC ARTS & TECHNOLOGY HS
2023-2026

This Agreement is made by and between the Board of Education of Special School District No. 1, Minneapolis Public Schools, ("District"), and PYC ARTS & TECHNOLOGY HS; operating a nonpublic, nonsectarian program; organized as a non-profit corporation under the Laws of the State of Minnesota; and doing business at PYC ARTS & TECHNOLOGY HS Alternative Program at PYC ARTS & TECHNOLOGY HS, Minneapolis, MN 55411.

I. GENERAL PROVISIONS

A. Purpose

The purpose of this Agreement is for PYC ARTS & TECHNOLOGY HS to provide educational services on behalf of the District, at PYC ARTS & TECHNOLOGY HS for District Students who are eligible to receive educational services in an alternative setting under the authority of Minn. Stat. § 124D.68. This agreement includes providing educational options for students who have been expelled or excluded from District schools. This agreement shall terminate if funding for this alternative program ceases or changes pursuant to Minnesota or federal law.

B. Compliance with Laws

PYC ARTS & TECHNOLOGY HS shall comply with all applicable Minnesota and federal laws and regulations including but not limited to: the Minnesota Pupil Fair Dismissal Act, (PFDA) Minn. Stat. § 121A.40 - .56; the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. Ch. 33; Minnesota laws applicable to students with special needs, Minn. Stat. Ch. 125A; the Maltreatment of Minors Reporting Act, Minn. Stat. § 626.556; Section 504, 29 U.S.C. § 794; the Family Education Rights and Privacy Act, (FERPA), 20 U.S.C. § 1232g; and the Minnesota Government Data Practices Act, (MGDPA) Minn. Stat. Ch. 13.

C. District Students

PYC ARTS & TECHNOLOGY HS shall accept for enrollment eligible students at PYC ARTS & TECHNOLOGY HS. An eligible student is a District student, grades 9-12, who meets the definition of eligible student in Minn. Stat. § 124D.68, as amended.

D. Enrollment/Exit Procedures

1. PYC ARTS & TECHNOLOGY HS shall follow the enrollment process as described in Exhibit 1.
2. PYC ARTS & TECHNOLOGY HS may not impose any admission requirements in addition to or beyond eligibility requirements in MN Stat. 124D.68 subd. 2
3. PYC ARTS & TECHNOLOGY HS shall provide the District with information on a weekly basis regarding openings for students including but not limited to information about the grade level and type of each opening if applicable.
4. PYC ARTS & TECHNOLOGY HS will accept students referred to them by the District for students in need of placement even if doing so puts them over their capped enrollment. PYC ARTS & TECHNOLOGY HS shall contact the Director of Contract Alternatives if additional student enrollment will compromise program performance. PYC ARTS & TECHNOLOGY HS will be paid for the ADMs generated.
5. PYC ARTS & TECHNOLOGY HS may not exit students prior to meeting with a student and their parent/guardian for all students under the age of 18. Parents will be notified in the case of withdrawal based on 15 days of consecutive absences.
6. PYC ARTS & TECHNOLOGY HS must follow MN Stat. 126.05 subd. 8 and withdraw any student who has been absent from school for 15 consecutive school days during the regular school year or for five consecutive school days during summer school or

intersession classes of flexible school year programs without receiving instruction in the home or hospital.

7. PYC ARTS & TECHNOLOGY HS must follow all District procedures for implementing Homebound Instructional Services and will consult with the Contract Alternative Program Special Education DPF, School Social Worker or School Nurse and/or Contract Alternative Director prior to initiating.
8. Determination as to whether or not student conduct warrants an administrative transfer or expulsion will be made by the MPS Expulsion and Transfer Office (ETO), in consultation with the Director of Contract Alternative Programs.
9. All student data will be maintained and updated by the District and available to PYC ARTS & TECHNOLOGY HS upon request, and as allowed by law. This includes access to student information systems maintained by the district.

II. CONTRACT

A. Duration

The term of this Agreement shall commence on the date following execution by the District and will continue in effect until June 30, 2026 unless terminated by law or according to the provisions herein. As a Learning Year Program, this contract encompasses academic programming during the traditional school year, before and after-school credit recovery and summer school.

B. Renewal

Terms for renewal are based on successful performance and evaluation and will be granted for up to 3 years based on information and data collected as described in Exhibit 9.

III. PYC ARTS & TECHNOLOGY HS RESPONSIBILITIES

A. Student Learning and Academic Measurement Standards

1. PYC ARTS & TECHNOLOGY HS must provide programming that will allow students to fulfill state and district mandated graduation requirements which include:
 - a. A minimum of twenty-one and a half (21.5) year-long credits in the required MPS academic areas for all graduates (A "year-long-credit" is the equivalent of the successful completion of an academic year of study or student mastery of applicable state standards.) as listed in Exhibit 2
 - b. Meet yearly milestones as required by the My Life Plan or other district identified data system. ("My Life Plan" is the career and college exploration and decision assisting curriculum framework used by the District.)
 - c. Participate in all mandated state testing and local assessments that are part of either the state of Minnesota or District accountability model, in accordance with Minnesota and District standards.
2. PYC ARTS & TECHNOLOGY HS shall develop a Continual Learning Plan (CLP) for each student within one month of enrollment. The plan must address any areas of needed growth, specific goals, objectives and a timeline to achieve them, as well as methods of evaluation. The CLP shall meet the requirements of Minnesota Statutes, section 124D.128, Subdivision 3. The CLP must be reviewed quarterly and meet the criteria listed in Exhibit 3. All updated CLPs will be submitted to CAP School Counselor quarterly.
3. PYC ARTS & TECHNOLOGY HS shall comply with the following provisions regarding testing and assessment:
 - a. require District students to participate in mandatory state testing.
 - b. require District students in grades 9 and 10 to participate in FAST testing.
 - c. Required to offer District students in grades 11 to participate in ACT testing.
 - d. provide opportunities for students in grades 11 & 12 to participate in ACCUPLACER testing.
 - e. have a test coordinator attend all required District meetings.

4. PYC ARTS & TECHNOLOGY HS shall meet the requirements of Minn. Stat. § 124D.68, all applicable federal and Minnesota state education laws, federal regulations and the Rules of the Minnesota Department of Education.
5. PYC ARTS & TECHNOLOGY HS shall provide a learning setting that complies with state of Minnesota education health and safety standards and that is conducive to learning.
6. PYC ARTS & TECHNOLOGY HS shall provide a minimum of six-hour educational day exclusive of a lunch period or shall provide as appropriate 1020 educational hours per school year.
7. PYC ARTS & TECHNOLOGY HS shall meet the Accountability Plan measures as outlined in Exhibit 9.
8. PYC ARTS & TECHNOLOGY HS shall have a written grievance policy for students and ensure that students are aware of this policy and will have clear guidelines for graduation and shall share this information with guardians and students.
9. PYC ARTS & TECHNOLOGY HS shall set up a communication system with parents designed to ensure that parents are aware of their policies and procedures.
10. PYC ARTS & TECHNOLOGY HS shall utilize MPS accountability systems for maintaining accuracy in reporting for both Title I documentation and School Improvement Planning goals and measures
11. PYC ARTS & TECHNOLOGY HS will follow all Mandated Procedures as outlined in Exhibit 10

B. Special Education and Section 504 Services and Standards

1. For any prospective student with an IEP (individual education plan), PYC ARTS & TECHNOLOGY HS must review the IEP with the Contract Alternative Program Special Education DPF prior to enrolling the student to determine the appropriateness of the placement.
2. For any student with an IEP, PYC ARTS & TECHNOLOGY HS shall provide appropriate space for District to provide special education and related services required by the IEP. This includes adequate classroom space for instruction, confidential meeting space with access to a phone to conduct IEP meetings, access to a secure printer and a filing cabinet with a lock for confidential documents.
3. PYC ARTS & TECHNOLOGY HS shall require classroom teachers to implement the provisions of the IEPs and ISPs (individual accommodations and adaptations, as well as all requirements of student Behavior Intervention Plans), that require classroom modifications, as required by law.
4. Students receiving special education services may not be exited or transferred from a Contract Alternative program without a full IEP team meeting, including District Administrative Representation.
5. PYC ARTS & TECHNOLOGY HS shall follow all special education and 504 standards as listed in Exhibit 4.

C. Employment Standards for Staff

1. PYC ARTS & TECHNOLOGY HS shall employ as instructional staff only such persons as are properly licensed by the State of Minnesota appropriate to the level of instructional services provided. PYC ARTS & TECHNOLOGY HS shall have a copy of each teacher's license on file. PYC ARTS & TECHNOLOGY HS may employ such other staff as may be needed. PYC ARTS & TECHNOLOGY HS will follow MDE guidelines for highly qualified staff, and any other applicable laws and regulations.
2. PYC ARTS & TECHNOLOGY HS will submit to Minneapolis Public Schools staffing information for any innovative program waivers and out of field permission requested for staff at PYC ARTS & TECHNOLOGY HS.

3. PYC ARTS & TECHNOLOGY HS shall implement background checks on all new employees in accordance with Minnesota law and will report the results of background checks to the CAP office within two weeks of the time the employee begins to work for PYC ARTS & TECHNOLOGY HS. Employees required to undergo background checks include, but are not limited to:
 - a. Teachers and teaching assistants;
 - b. Administrators and business office personnel;
 - c. Custodians and clerical staff;
 - d. Transportation providers under contract with PYC ARTS & TECHNOLOGY HS or a member school;
 - e. Childcare providers at PYC ARTS & TECHNOLOGY HS.
 4. When offering employment to a licensed teacher, PYC ARTS & TECHNOLOGY HS shall contact the Board of Teaching to determine whether there has been any disciplinary action against a teacher based on a board determination that sexual misconduct or attempted sexual misconduct occurred between the teacher and a student.
 5. PYC ARTS & TECHNOLOGY HS shall require PYC ARTS & TECHNOLOGY HS staff to participate in staff development sessions regarding Mandated Reporting, Ethics and other Districted and/or state mandated training as well as appropriate implementation of special education services and 504 Plan services.
 6. PYC ARTS & TECHNOLOGY HS staff shall be able to attend any District-sponsored staff development at the same cost and basis as a District employee and be provided with appropriate documentation of such staff development.
- D. Record and Reporting Requirements
1. Report on Student Attendance
 - a. PYC ARTS & TECHNOLOGY HS shall report accurate student attendance for each day programs are in session using a format and reporting schedule prescribed by the District.
 2. Annual Student Achievement, Improvement, Organization Reports
 - a. PYC ARTS & TECHNOLOGY HS shall provide the District with an Annual Report for each school year on or before November 15th of each year for the previous school year. The Annual Report shall contain at least the items listed in Exhibit 5. Liability and Property Insurance Certificates shall be sent to the District with the Annual Report.
 3. Financial Reporting
 - a. PYC ARTS & TECHNOLOGY HS will receive a yearly Memorandum of Agreement (MOA) from the District that outlines Revenues and Expenditures for the upcoming year. This MOA will include projected ADMs, Compensatory and Title I dollars.
 - b. PYC ARTS & TECHNOLOGY HS will submit a budget for the coming school year by August 15th that will address all expenditures taken from dollars passed through by the District each year this contract is in effect.
 - c. If the District has been informed by the State, PYC ARTS & TECHNOLOGY HS auditor, PYC ARTS & TECHNOLOGY HS creditor, through its own investigation, or by another manner that PYC ARTS & TECHNOLOGY HS or one of its affiliates is more than 60 days in arrears for its payments to creditors, District may request and PYC ARTS & TECHNOLOGY HS shall submit to the District a listing of all creditors for whom there is an outstanding liability.
 - d. No administrative oversight fees may be taken from compensatory dollars or Title dollars.
 - e. Title I dollars will be reimbursed following the process set forth in Exhibit 8.

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- f. PYC ARTS & TECHNOLOGY HS shall provide the District with access to all payroll records regardless of whether PYC ARTS & TECHNOLOGY HS uses an external payroll service, within a reasonable time period.
- 4. Records Management and Retention
 - a. PYC ARTS & TECHNOLOGY HS shall retain any and all books, documents, papers, financial records and other records related to the services PYC ARTS & TECHNOLOGY HS provides to the District for a period of six years after the year in which PYC ARTS & TECHNOLOGY HS provides the service. PYC ARTS & TECHNOLOGY HS agrees that the District or its duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary with reasonable notice, shall have access to and the right to the records that are pertinent to and involve transactions relating to this Agreement. This requirement applies to all records including records of grants or other revenue received from the City of Minneapolis, Hennepin County, the State of Minnesota, the federal government and other public or private sources for the services rendered under the Agreement.
 - b. Upon termination of the contractual relationship between PYC ARTS & TECHNOLOGY HS and the District, PYC ARTS & TECHNOLOGY HS agrees to immediately turn over to the District any and all documents, papers, finance records and other student records related to services provided.
- E. Follow District Policies
 - a. PYC ARTS & TECHNOLOGY HS shall follow all other District Policies, where applicable, including but not limited to Chapter 5000 of the Minneapolis Public Schools Policies & Regulations.
- F. Other Legal Requirements
 - 1. Nondiscrimination
 - a. PYC ARTS & TECHNOLOGY HS shall abide by state and federal laws prohibiting discrimination in education and employment. PYC ARTS & TECHNOLOGY HS shall provide to the District all information and reports about PYC ARTS & TECHNOLOGY HS nondiscrimination policies when required by the District to do so.
 - 2. Facilities Occupancy Certificate
 - a. PYC ARTS & TECHNOLOGY HS shall maintain a current "Facilities Occupancy Certificate" issued by the City of Minneapolis.
 - 3. PYC ARTS & TECHNOLOGY HS shall notify the District of any proposed or actual significant changes in PYC ARTS & TECHNOLOGY HS policies or staff.

IV. DISTRICT RESPONSIBILITIES

- A. Financial Auditing
 - 1. A District audit will be conducted annually to review finances related to public school dollars being used to support the program
- B. Provisions of Special Education Instruction and Related Services
 - 1. The District, using District employees, shall provide direct and indirect special education and related services to those students determined to be eligible for such services consistent with their IEP's.
- C. Monitoring and Support Services
 - 1. The District shall monitor PYC ARTS & TECHNOLOGY HS performance of its obligations under this Agreement.
- D. Payment
 - 1. The District shall pay PYC ARTS & TECHNOLOGY HS as outlined in Section V herein. This amount shall be net of any fees.

2. Payments will be divided over ten months, September through June of each contract year.

E. Transportation

1. The District will provide transportation or transportation dollars to students who live in the Minneapolis District and who qualify for such services.

F. Staff Development

1. The District will hold a beginning of the year mandatory kick-off session and end of year wrap up session for all CAP schools.
2. The District will provide two full-day staff development opportunities for all PYC ARTS & TECHNOLOGY HS staff.
3. The District will provide an annual information session for PYC ARTS & TECHNOLOGY HS staff around Title I reporting, SIP completion, 504 Plans, PSWE and Family Engagement.

V. **FINANCIAL SUPPORT FOR CONTRACT PYC ARTS & TECHNOLOGY HS**

- A. District shall pay PYC ARTS & TECHNOLOGY HS pursuant to Minnesota Statutes § 124D.69. District shall make payment only upon average daily membership documentation submitted by PYC ARTS & TECHNOLOGY HS in such form as deemed satisfactory by District. District may begin the reconciliation process with an adjustment to the monthly payments starting in April of each contract year, if necessary to reconcile the total amount paid to PYC ARTS & TECHNOLOGY HS with the total amount due based on actual enrollment. District shall provide funding only if PYC ARTS & TECHNOLOGY HS has complied with the terms of this Agreement and any reasonable requests of District. Final ADM counts provided by the state will be used to determine final payments. The payment will be net of any charges for services provided by the District.

VI. **CONTRACTING WITH OTHER ENTITIES**

- A. PYC ARTS & TECHNOLOGY HS shall neither enter into subcontracts for performance of any of the purchased services contemplated under this Agreement nor assign this Agreement, without prior written approval of the District and subject to such conditions and provisions as the District may deem necessary. PYC ARTS & TECHNOLOGY HS shall be responsible for the performance and liability of all subcontractors.
- B. In the event PYC ARTS & TECHNOLOGY HS enters into a contract with another school district to provide educational services for students for whom the other school district is responsible, PYC ARTS & TECHNOLOGY HS shall indemnify District for any loss of any kind that District may incur because of PYC ARTS & TECHNOLOGY HS contract with another school district.

VII. **INSURANCE REQUIREMENTS AND FINANCIAL ASSURANCE**

- A. PYC ARTS & TECHNOLOGY HS shall at its own expense, maintain comprehensive general liability insurance covering claims that arise out of its acts and operations under this Agreement for which it may be legally liable. At a minimum, PYC ARTS & TECHNOLOGY HS must provide insurance coverage in accordance with Exhibit 6.
- B. PYC ARTS & TECHNOLOGY HS or its members shall also maintain property insurance covering the facility in which the educational program is located.
- C. PYC ARTS & TECHNOLOGY HS 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 PYC ARTS & TECHNOLOGY HS.
- D. PYC ARTS & TECHNOLOGY HS will provide electronic access to the annual audit, along with any auditor's notes at the same time the report is sent to the Board of the overseeing agency.

VIII. **INDEMNIFICATION**

- A. Except as expressly provided in this Agreement or in connection with insurance coverage required to be provided in this Agreement by one party for the benefit of the other, each party shall be responsible for its own legal representation and legal costs.
- B. Except where there is an actual or potential conflict of interest, the parties shall fully cooperate with legal counsel for one another in connection with any legal claim asserted against either of them for services provided under this Agreement.
- C. Nothing in this Agreement is intended to nor shall the terms of this Agreement expand the liability of the District and PYC ARTS & TECHNOLOGY HS under Minnesota law.
- D. PYC ARTS & TECHNOLOGY HS shall indemnify, save and hold the District, its employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits, costs, judgments, or other forms of liability to third parties, actual or claimed, including attorney's fees, for injury to property or persons, occurring or allegedly occurring in, on or about PYC ARTS & TECHNOLOGY HS property, based on conduct committed by PYC ARTS & TECHNOLOGY HS or by its employees, officers, directors, subcontractors, or agents. Upon timely written notice from the District, PYC ARTS & TECHNOLOGY HS shall defend the District in any action or proceeding against the District that is within the purview of this paragraph.
- E. Notwithstanding any other provision of this Agreement, PYC ARTS & TECHNOLOGY HS shall not settle or compromise any claim against it relating to its obligations under this Agreement without a signed agreement of approval from the District.
- F. The foregoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability to third parties provided or available to either of the parties under applicable state governmental immunities laws.
- G. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of PYC ARTS & TECHNOLOGY HS personnel or other persons while engaged on behalf of PYC ARTS & TECHNOLOGY HS, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment with PYC ARTS & TECHNOLOGY HS including without limitation, claims of discrimination against PYC ARTS & TECHNOLOGY HS, its members, officers, agents, contractors or employees shall in no way be the responsibility of the District and PYC ARTS & TECHNOLOGY HS shall defend indemnify and hold the District, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission, or court, and from the expenses of defending such claims, including attorney's fees. PYC ARTS & TECHNOLOGY HS personnel and other persons engaged on behalf of PYC ARTS & TECHNOLOGY HS shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the District, including, without limitations, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, unemployment compensation, disability, severance pay, and P.E.R.A.

IX. RELATIONSHIP OF THE PARTIES

- A. It is agreed that nothing contained in this Agreement is intended, or should be construed in any manner, as creating or establishing the relationship of partners between the District and PYC ARTS & TECHNOLOGY HS or as constituting PYC ARTS & TECHNOLOGY HS as the agent, representative or employee of the District for any purpose or in any manner whatsoever. PYC ARTS & TECHNOLOGY HS is to be and shall remain an independent contractor with respect to all services performed under this Agreement. PYC ARTS & TECHNOLOGY HS represents that it has, or will secure at its own expense, all personnel required to perform its obligations under this Agreement. All staff employed by PYC ARTS & TECHNOLOGY HS either directly or indirectly shall be employees of PYC ARTS & TECHNOLOGY HS or its affiliates and not the District. PYC ARTS & TECHNOLOGY HS or its affiliates shall determine

salary, benefit eligibility, retirement plans, and performance standards, continuing professional development needs and all other incidents and benefits of employment.

X. AMENDMENT

- A. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment to this Agreement and duly signed by the parties hereto.

XI. DEFAULT, NOTICE AND CURE

A. Inability to Perform

1. PYC ARTS & TECHNOLOGY HS shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the educational services to be provided to the District under this Agreement. PYC ARTS & TECHNOLOGY HS shall immediately notify the District in writing whenever it is unable to, or reasonably believes it is going to be unable to, provide the agreed upon quality and quantity of educational services. Upon such notification, the District shall determine whether such inability requires a modification or immediate cancellation of this Agreement without opportunity for cure.

B. Default by PYC ARTS & TECHNOLOGY HS

1. Unless excused by District default or District waiver of default, any of the following occurrences shall constitute default on the part of PYC ARTS & TECHNOLOGY HS:
- Failure to comply with any relevant legal requirements.
 - Failure to perform any duties or requirements outlined in this Agreement.
 - Failure to respond to requests by the District for information about PYC ARTS & TECHNOLOGY HS financial status.
 - Failure to create, implement and advance a plan for payment of creditors.
 - Failure to acquire and hold a lease for the building space used for instruction.
 - Failure to pay the Internal Revenue Service and Minnesota Department of Revenue any monies due.
 - Failure to maintain adequate records, both student records and financial records regarding the program.

C. Default by District

1. Unless excused by PYC ARTS & TECHNOLOGY HS default, or PYC ARTS & TECHNOLOGY HS waiver of default, failure to perform any other material provision of this Agreement shall constitute default on the part of the District.

D. Written Notice of Default

1. Unless otherwise provided in this Agreement, no event shall constitute a default giving rise to the right to terminate unless and until written Notice of Default is given to the defaulting party, specifying the particular event, series of events or failure constituting the default and specifying the cure period, if any.

E. Cure Period

1. If the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) business days or such other time as may be specified under the terms of this Agreement or in the Notice of Default, then this Agreement may be terminated by written notice as provided in paragraph XII below.

XII. TERMINATION OF AGREEMENT

A. With or Without Cause

1. This Agreement may be terminated by either party, with or without cause, effective on July 1 of any given contract year, provided that the party wishing to terminate the Agreement delivers a Notice of Termination to the authorized representative of the other party on or before April 1 immediately preceding the July 1 termination date. If both parties agree, this Agreement may be terminated at any other time during the

term of this Agreement. PYC ARTS & TECHNOLOGY HS will return all District resources and property upon termination of the agreement.

B. Changes in Legislation

1. If legislation changes the funding formula; either side may terminate the agreement with thirty days notice.

C. Changes in Policy or Staff

1. The District reserves the right to terminate this Agreement without opportunity to cure if the District determines that a proposed or actual significant change in PYC ARTS & TECHNOLOGY HS policies or staff is contrary to the purpose of this Agreement or contrary to relevant District policies.

D. Termination After Failure to Cure Default

1. If, after the time specified for cure of default in the Notice of Default issued in accordance with paragraph XI.D above, the party in default has failed to cure the default in a manner satisfactory to the party issuing the Notice of Default; the party not in default may issue a Notice of Termination. The Notice of Termination must be delivered to the Authorized Representative of the party in default. The Notice of Termination shall specify the bases for the termination.

E. Default by PYC ARTS & TECHNOLOGY HS

1. After receipt of Notice of Termination from District because of default by PYC ARTS & TECHNOLOGY HS, and except as otherwise directed by District, PYC ARTS & TECHNOLOGY HS shall:
 - a. Discontinue provision of services subcontracted pursuant to paragraph VI of this Agreement on that date or to the extent specified in the Notice of Termination.
 - b. Cancel all orders and subcontracts to the extent that they relate to the performance of services subcontracted pursuant to paragraph VI of this Agreement and are canceled by the Notice of Termination.
 - c. Settle all outstanding liabilities and all claims arising out of such cancellation of orders and subcontracts, with the approval or ratification to the extent that may be required, which approval or ratification shall be final for all the purposes of this clause.
 - d. Complete performance of such services subcontracted pursuant to paragraph VI of this Agreement that shall not have been canceled by the Notice of Termination.
 - e. Maintain all records relating to performance of the canceled portion of this Agreement for a minimum of six years. PYC ARTS & TECHNOLOGY HS shall maintain records for a longer period if reasonably required to do so by the District.
 - f. Forward all student records to the District within 30 days and return all property belonging to the District.

F. Default by District

1. After receipt of Notice of Termination from PYC ARTS & TECHNOLOGY HS because of default by District, and except as otherwise directed by PYC ARTS & TECHNOLOGY HS, District shall:
 - a. Cancel all orders and subcontracts to the extent that they relate to the performance of services subcontracted pursuant to paragraph VI of this Agreement and are canceled by the Notice of Termination.
 - b. Settle all outstanding liabilities and all claims arising out of such cancellation of orders and subcontracts, with the approval or ratification to the extent that may be required, which approval or ratification shall be final for all the purposes of this clause.

- c. Complete performance of such services subcontracted pursuant to paragraph VI of this Agreement that shall not have been canceled by Notice of Termination.
- d. Maintain all records relating to performance of the canceled portion of this Agreement for a minimum of six years. District shall maintain records for a longer period if reasonably required to do so by the PYC ARTS & TECHNOLOGY HS.

XIII. REMEDIES

- A. Notwithstanding any cure period, District is entitled to recover from PYC ARTS & TECHNOLOGY HS any damages sustained by District by virtue of any breach of this Agreement by PYC ARTS & TECHNOLOGY HS, and District may withhold payments to PYC ARTS & TECHNOLOGY HS for the purpose of set-off provided that such amounts withheld are reasonably related to actual damages.
- B. It is agreed that any right or remedy provided for in this Agreement shall not be considered as the exclusive right or remedy of either party for any default in any respect by the other party, but such right or remedy shall be considered to be in addition to any other right or remedy hereunder or allowed by law or equity.
- C. Either party's failure to insist upon strict performance of any covenant, agreement, or stipulation of the Agreement or to exercise any right contained in the Agreement, shall not be a waiver or relinquishment of such covenant, agreement, stipulation, or right, unless the waiving party consents thereto in writing. Any such written consent shall not constitute a waiver or relinquishment of the future exercise of such covenant, agreement, stipulation or right.

XVI. NO THIRD-PARTY BENEFICIARY RIGHTS

- A. No third party, whether a constituent of the District or otherwise, may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of, the District or PYC ARTS & TECHNOLOGY HS in this Agreement. This Agreement is not intended to create any rights of a third-party beneficiary.

XVII. CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

- A. This Contract shall be construed under Minnesota law (without regard for choice of law considerations) and the policies and procedures of the District, as amended from time to time. 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.

XVIII. INDEMNIFICATION

- A. 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.

Exhibits 1 through 12 & Exhibit A are attached and incorporated herein by reference.

Exhibit 1 - Enrollment Process

Exhibit 2 - Graduation Requirements

Exhibit 3 - Continual Learning Plan (CLP) Requirements

Exhibit 4 - Special Education and 504 Plan Expectations

Exhibit 5 - Annual Report and School Improvement Plan Minimum Requirements

Exhibit 6 - Insurance Requirements

Exhibit 7 - District Billing for Additional Services

Exhibit 8 - Title One

Exhibit 9 - Minneapolis Public Schools Contract Alternative School Accountability Plan

Exhibit 10- Mandated Procedures

Exhibit A- THE AMOUNT OF SUPPORT IN ACCORDANCE WITH FORMULA SPECIFIED IN MINN. STAT. 124.D.69

IN WITNESS, WHEREOF, the parties have executed this Agreement on the date and year written below.

BOARD OF EDUCATION
SPECIAL SCHOOL DISTRICT NO. 1

PYC ARTS & TECHNOLOGY HS

By: _____
Date

By: Melisa Panta 6/5/23
Date

Title: _____

Title: Executive Director

Exhibit 1 - Enrollment Process

Student Placement Services
1250 West Broadway
612-668-1840

Students must contact the MPS Student Enrollment Center for placement before they enroll or start classes if:

- They are new to MPS or returning after more than a calendar year
- They are new to the country
- They have a home language other than English
- They have an IEP

Student Enrollment will:

- Ask parent/guardians to complete intake paperwork and fax a copy to the Contract Alternative Program office at Davis Center
- Request and review student records
- Tell students about options within the district including Contract Alternative Programs
- Review student's special education needs and refer Federal Setting II and higher to district staff for placement (Contract Alternatives do not serve setting 3 or higher)
- Review any health concerns.
- Complete student placement in MESA, Contract Alternative Program staff will receive email notification.
- Immediately place any students identified as Homeless and Highly Mobile and work to obtain records following the placement.
- Administer the WIDA Screener to any students with an Home language other than English to determine EL eligibility (unless they already have a current WIDA level form another district or state)

If Enrollment is unable to retrieve a student's records within three days, they will place the student with the information they have. The sites will then need to continue pursuing the student's records.

New Families Center will:

- Request and review student records
- Administer the WIDA Screener to determine ELL eligibility.

Students Receiving Special Education Services

Fax/Email student names and ID numbers to the Contract Alternative Office
Contract Alternative Special Education Department reviews the student records and let you know if the site can provide appropriate services.
Students should not start classes until the special education review is complete.

Students with Medical/Health Concerns

Fax/Email student names and ID numbers to the Contract Alternative Office
Contract Alternative Nurse will review medical needs to assist in appropriate school placement.

All Students

Contract Alternative Programs will turn in weekly site count to Student Enrollment Services. This will assist in placing students wanting to enroll in a Contract Alternative Program.
If your program is at full capacity, please refer students to another school or back to Placement Services.
Do not put students on a waiting list.

Exhibit 2 – Graduation Credit Requirements

Graduation Credit Requirements for Students under 2019 – 2024 Graduation Requirements

- 4 year-long credits in language arts
- 3.5 year-long credits in social studies, including:
 - 1.0 U.S. history
 - 0.5 geography
 - 1.0 world history
 - 0.5 Government and citizenship
 - 0.5 Economics
- 3 year-long credits in mathematics, including (at minimum)
 - 1 year-long credit in intermediate algebra
 - 1 year-long credit in geometry
 - 1 year-long credit in advanced algebra or statistics and probability
- 3 year-long credits of science, including (at minimum)
 - 1 year-long physical science
 - 1 year-long biology
 - 1 year-long of chemistry or physics
- 1 year-long credit in the arts
- .5 year-long credits in physical education
- .5 year-long credits in health
- 6 year-long elective credits

Graduation Credit Requirements for Students under 2025 Graduation Requirements and Beyond

- 4 year-long credits in language arts
- 3.5 year-long credits in social studies, including:
 - 1.0 U.S. history
 - 0.5 geography
 - 1.0 world history
 - 0.5 Government and citizenship
 - 0.5 Economics
- 3 year-long credits in mathematics, including (at minimum)
 - 1 year-long credit in intermediate algebra
 - 1 year-long credit in geometry
 - 1 year-long credit in advanced algebra or statistics and probability
- 3 year-long credits of science, including (at minimum)
 - 1 year-long physical science
 - 1 year-long biology
 - 1 year-long of chemistry or physics
- 1 year-long credit in the arts
- .5 year-long credits in physical education
- .5 year-long credits in health
- .5 year-long credits in Ethnic Studies
- 5.5 year-long elective credits

Exhibit 3 – Continual Learning Plan Requirements

CLPS for all enrolled students needs to be submitted to MPS quarterly to be reviewed

Programs need to develop Continual Learning Plans (CLP's) that are:

- Learner Centered
- Individually Designed by the program
- Able to meet the specific program focus and student needs

CLPs are required annually for every student in a Contract Alternative Program. The student learning objectives must contain:

- Courses and credits the student plans to take
- Graduation requirements the student must complete (HS only)
- Assessment measurements used to evaluate a pupil's progress

CLPs must be signed and dated:

- The CLP will not be effective or valid unless a student has signed it
- Staff must sign the CLP
- Parent signatures must be included for students under the age of 18. Make your best effort to obtain and document your attempts to obtain a signature
- Forms must be updated at the beginning of every grading period
- Forms for summer school must be amended
- CLPS must be kept on file at each site for three years (not including the current year)

Exhibit 4 - Special Education and 504 Plan Expectations

1. All students with an IEP must be allowed to enter when they come into the building, this includes if they leave the building during the regular school day. Procedures may be established to process with their special education case manager and program administration prior to entering class.
2. All students receiving special education services have IEPs; therefore, they cannot be a part of a separate RTI process within the school and conflicts with their IEP. If there are academic or behavior concerns, they should be addressed with the special education resource teachers.
3. MPS licensed special education staff will be consulted with prior to a special education student's suspension as well as included on the special education student's intake. If suspension was related to a fight, the special education staff, in consultation with school site administration will determine if mediation is appropriate. Language should be included in a student accommodation page outlining if mediation is appropriate or if processing with their special education resource teacher upon return is more appropriate due to their disability.
4. Schools with Independent Study Programs (ISP) will have written requirements regarding student attendance and enrollment policies regarding students receiving special education services. All students receiving special education services referred to ISP must be reviewed by their special education case manager/teacher and deemed appropriate by the special education team.
5. In School Suspension (ISS) for students receiving special education services will be discussed and determined as an appropriate consequence with the student's case managers. If a special education student will have ISS, they will attend their scheduled special education courses/receive their daily minutes of service, per their IEP.
6. All schools will identify who their 504 coordinators are and will ensure that the 504 plans are being serviced by the regular education teachers and meetings are completed annually.

Exhibit 5 - Annual Report and School Improvement Plan Minimum Requirements

Minneapolis Contract Alternative Program

Each Minneapolis Contract Alternative Program is required to file a complete Annual Report **at the time of contract renewal** and **yearly** for each school year on or before November 15th of each year in addition to a yearly School Improvement Plan (SIP) based on a summary of the results achieved by the students at the Contract Alternative Program. The SIP is written each fall with updates in February and May. The Annual Report is required to be filed no later than October 1st of the first year of renewal.

Contract Alternative Program Annual Report should include all of the following information:

1. Program Mission and Vision statement.
2. A brief summary of site goals and School Improvement Plan & Family Engagement Plan
3. A copy of your Positive School-Wide Engagement Plan
4. A copy of your Emergency Management Procedures
5. A copy of the Continuous Learning Plan (CLP)
6. An up-to-date calendar, including extended learning and summer school times and dates
7. Program governance including the responsibilities of the board, board members, board selection process, program director/principal and other program management along with contact information.
8. Teaching and support staff information including staff names, file folder number, teaching assignments, approved waivers and positions.
9. A copy of teacher evaluation form and explanation of procedures
10. Program shall report results of background checks on all new employees hired within two weeks of the start date.
11. List any third-party contractors working directly with students.
12. A year up-to-date updated budget for the Program including salary allocations, benefits, and other income and benefits provided such as housing, car allowance, and any other benefits not specified herein, for all staff paid either wholly or partly with MPS funds: general education, compensatory education, Title I and ELL.
13. A breakdown of other expenditures that are paid for out of District funds including, but not limited to curriculum, rent, utilities etc.
14. A link to the most recent annual audit conducted by the organization, including the auditor notes and management letter
15. A link to the most recent Form 990.
16. Proof of property and liability insurance. (Please submit an updated copy upon renewal).
17. A copy of the policy and processing procedures of volunteers working with students.
18. Overhead percentage charged by the agency. Overhead must be within a reasonable range and is subject to review by MPS.

All information should be electronically submitted and all items must be included.

*Any of the above procedures may be amended at any time with notice to the school.

Exhibit 6 - SPECIAL SCHOOL DISTRICT NO. 1 MINNEAPOLIS PUBLIC SCHOOLS

INSURANCE REQUIREMENTS 2023-2026

In order to protect CONTRACTOR and Special School District #1 ("District"), CONTRACTOR agrees at all times during the term of this contract, and beyond such term when required under the terms of the Contract, to have and keep in force insurance coverage as indicated below:

Limits

1. For all Contracts beginning July 1, 2012, coverage in the types and amounts as set out below:

(a)	Commercial General Liability on an occurrence Basis with contractual liability coverage, including Officers and Directors Errors and Omissions with General Aggregate	\$1,500,000
	Products- Completed Operations Aggregate	\$1,500,000
	Personal and Advertising Injury	\$1,500,000
	Each Occurrence- Combined Bodily Injury and Property Damage	\$1,500,000
(b)	Automobile Liability- Combined single limit Each occurrence coverage or the equivalent Covering owned, non-owned, and hired automobiles	\$1,500,000
(c)	Worker's Compensation and Employer's Liability:	
	i. Worker's Compensation Statutory requirements. If the contractor is based outside the State of Minnesota, Coverage must apply to Minnesota Laws.	
	ii. Employer's Liability. Bodily injury by: <ul style="list-style-type: none"> a. Each accident b. Disease- Policy limit c. Disease - Each employee 	\$500,000 \$500,000 \$500,000
(d)	Professional Liability- Professional Liability (errors and omissions) insurance with respect to its professional Activities	\$1,500,000

2. An umbrella or excess liability policy over primary liability insurance coverage is an acceptable method to provide the required insurance limits.
3. The above establishes minimum insurance requirements. It is the sole responsibility of CONTRACTOR to determine the need for and to procure additional insurance that may be needed in connection with this Contract. Copies of insurance policies shall be submitted to the District upon written request.
4. CONTRACTOR shall not commence work until it has obtained required insurance and filed with the District a properly executed Certificate of Insurance that clearly evidences the required insurance coverage. The certificate shall name Special School District No. 1 as the certificate holder and as an additional insured for the Commercial General Liability coverage (excluding professional liability or errors and omissions) with respect to operations covered under the Contract. The certificate should also show that the District will receive 30 days' prior written notice in the event of cancellation, non-renewal or material change in any described policies.

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5. CONTRACTOR shall furnish to the District updated certificates during the term of the Contract as insurance policies expire. If a CONTRACTOR fails to furnish proof of insurance coverage, the District may withhold payments and/ pursue any other right or remedy allowed under the Contract, law, equity, and/or statute.
6. If CONTRACTOR is unable to obtain a required insurance coverage, or coverage is not renewed or is cancelled during the term of this contract, CONTRACTOR shall make immediate good faith efforts to obtain or replace the coverage in the open market. If such efforts are unsuccessful, CONTRACTOR shall immediately notify the District.

Exhibit 7 - District Billing for Additional Services

Special education and assessment will be provided for students who are in need and qualify for such services by licensed special education staff, or staff with approved Minnesota Department of Education variances. The District will provide school psychologist, related services and due process support necessary to complete such assessments and maintain due process records.

There is a maximum to the amount of special education support provided to your site at this level. If there are more students than this amount of teacher time can support, or if the District requests that a program enroll students with significant needs beyond the scope of which the special education teacher can handle, the district may provide additional support at no additional cost, to be arranged as needed.

The District will provide additional support to the alternative school programs, which will include social work, counseling and clerical at no cost.

Exhibit 8 - MPS Title I Contract Alternative Process

1. School receives Title I allocation information in Spring
2. School creates a yearly SIP with input from stakeholders.
3. School completes Title I Budgeting Worksheet & School Equity Considerations for Budgeting Document in the Spring
4. Following each school month, school will submit an itemized invoice to MPS for Title I services provided or goods purchased by the 15th of the following month (ex. September invoice due by October 15th). The invoice must include:
 - a) School name
 - b) Month of service
 - c) Categories of expense (staffing, supplies, food for a parent event, etc.)
 - d) Dollar amount for each category
 - e) How each expense is aligned to the SIP (location in SIP)
 - f) Title I area of each expense (Basic or Family Involvement)
 - g) Total dollar amount
5. MPS will process invoices and reimburse the school for expenses incurred the previous month.

Note: Schools will not be paid before services are provided or supplies have been ordered.

Exhibit No 9 - Minneapolis Public Schools Contract Alternative School Accountability Plan

The Minneapolis Public Schools Accountability Plan serves three primary functions at renewal:

1. It provides a protocol for the MPS Contract Alternative Program department to gather and evaluate evidence to determine whether a school has made an adequate case for renewal. In turn, this evidence assists CAP in deciding if it can make the required legal and other findings in order to reach a positive recommendation for renewal.
2. It also provides the school with a guide to understanding CAP's evaluative criteria. The metrics and annual performance targets encompass the critical indicators of our Contract Alternative Programs (CAP) success and their need for an ongoing feedback loop. The annual performance targets will measure both best practice and overall school and student performance.
3. These processes will be employed on an annual basis for the next 3 years, to be completed by June of each year. In addition to these processes are annual site visits by MPS CAP administration for staff interviews, classroom observations, curriculum reviewing, and joint discussion with MPS and sites leadership regarding both academic and site data. Additionally, quarterly evaluations in collaboration between site leadership and MPS district staff regarding credit attainment and attendance rates are tabulated, shared and examined for the purpose of optimizing both school and student performance. New supplemental academic support programs that might be developed over the course of the contract term may be included in future evaluations.

Furthermore, CAP will not generally use every benchmark during every kind of renewal review, and how the benchmarks are used differs depending on a school's circumstances. No school should fear that a failure to meet every element of every benchmark means that it is not in a position to make a case for renewal. CAP understands that the performance framework sets a very high standard collectively; as such, perfection on every benchmark is not required to be renewed. Programs will be allowed to add a narrative to all areas being assessed to provide additional information to be used for evaluation.

*The Accountability Plan may be amended at any time with notice and agreement of the school.

Accountability Measures

Part A. Academic Achievement

Goal 1A- At least 70% of students enrolled in grades 9 and 10 in each contract alternative high school will meet or exceed their expected growth goal as measured by the FAST Reading assessment. This measure will only look at those students that were enrolled in the same contract alternative only during either the Fall to Winter or Winter to Spring FAST testing windows.

Goal 2A- At least 70% of students enrolled in grades 9 and 10 in each contract alternative high school will meet or exceed their expected growth goal as measured by the FAST Mathematics assessment. This measure will only look at those students that were enrolled in the same contract alternative only during either the Fall to Winter or Winter to Spring FAST testing windows.

Goal 3A- At least 80% of students enrolled in a single contract alternative high school for the majority of the school year (≥ 95 days) will earn 5.375 or more academic credits (on-track).

Goal 4A- At least 80% of graduation-eligible seniors will graduate on time. For the purpose of this measure, we will look at only those students that have a reasonable ability to graduate as determined by their enrollment classification. In calculating the "reasonable ability" measure, it will be assumed that each contract alternative high school will offer a minimum of 5.375 credits during the school year and a summer school program offering at least 2.5 credits.

Goal 5A- At least 80 percent of continuously enrolled students in grades 9, 10, 11 or 12 will remain on-track for graduation.

Goal 6A- 100% of graduates will have successfully completed all components of the My Life Plan database.

Goal 7A- 75% of students taking advanced courses will achieve a passing score

**Address seniors who need less credit but need to be there longer due to meeting other graduation requirements

Part B. Student Well-Being

Goal 1B- The average daily attendance rate of students enrolled in a single contract alternative high school for the majority of the school year (≥ 95 days) will exceed 90%.

Goal 2B- At least 80% of students enrolled in a contract alternative program will either sustain or improve their average daily attendance rate as compared to each student's previous placement.

Goal 3B- Fewer than 10% of the student body will be suspended at any point in the academic year.

Goal 4B- At least 75% of students that do not graduate or return to a comprehensive high school will be retained.

Goal 5B- Fewer than 16.5% of students attending the school will drop out.

Goal 6B- Utilizing the HOPE, DAP, or other pre-approved survey:

At least 75% of students will report positive or favorable opinions regarding their own personal social and emotional satisfaction with the school.

Part C. Effective Staff

Goal 1C- 0% of classroom teacher vacancies at start of school year

Goal 2C 90% of employee retention

Part D. School Climate

Goal 1D- Utilizing the HOPE, DAP, or other pre-approved survey:

At least 75% of students will report positive or favorable opinions regarding school climate and/or operations.

At least 75% of families surveyed utilizing MPS-issued surveys will agree or strongly agree with measures of school satisfaction.

Exhibit 10 - Mandated Procedures

1. MPS procedures must be followed when suspending all students. For students receiving special education services - consult with your assigned special education teacher prior to suspension.
2. Programs must follow the Pupil Fair Dismissal Act and MPS Discipline policy for suspending and removing students from the program.
3. A suspension form must be completed and entered into MPS reporting system and a district generated suspension letter sent to parent/guardian within 48 hours for any removals one day or longer.
4. A staff member from the school must attend all mandatory MPS meetings and training.
5. Attendance must be taken and properly recorded every day.
6. MPS Student Placement procedures must be followed when accepting new students.
7. Homebound Instructional Services may not be initiated prior to consulting with the Contract Alternative Special Education DPF or Director of Contract Alternative Programs.
8. All registration paperwork must be accurately completed and submitted before a student may start the program. Unaccompanied youth and Homeless and Highly Mobile student's paperwork can be completed and submitted by a MPS DLD.
9. Any police or ambulance involved incidents must be written up and submitted to the Contract Alternative Office within 24 hours. School must immediately call the Director of Contract Alternative programs to report the incident.
10. Administrative Transfer forms must be submitted to the MPS expulsion and transfer office within 24 hours.
11. A background check must be on file for everyone, including volunteers, who have contact with students.
12. A summary of Title I expenditures must be submitted monthly.

*Any of the above procedures, may be amended at any time with notice to the school.

Exhibit A

THE AMOUNT OF SUPPORT IN ACCORDANCE WITH FORMULA SPECIFIED IN MINN. STAT. 124.D.69

The Program PYC has an estimated Average Daily Membership (ADM) or:

100	Secondary students
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as a basis for payment under Minn. Stat 12D.69 and amendments.

Grades	Total # of students	Weighting	Weighted Student Number	2023/2024 Revenue	Total Revenue
7-12 Grades	100	1.2	120	\$862,375.84	\$862,375.84

We have used projected enrollment to determine the amount of support. Reconciliation may begin in January 2024 if necessary to reconcile a total amount paid to the school with the total amount due based on actual enrollment. After February 15th, 2024, a final adjustment payment to or refund from the school will be made based on the actual ADMs for 2023-24. A monthly invoice will be submitted to Minneapolis Public Schools to request payment. Actual ADM for eligible students for 2023-24 school-year will determine the final budget allocation.

Compensation for Compensatory Education and Title I funding is in the table below.

Funding Source	Total Dollars	Monthly Allocation (based on 10 Months)
ADMs	\$862,375.84	\$86,237.58
Compensatory Education	\$323,138.00 \$21,686 (extended)	\$34,482.40
Title 1 (Invoice through Funded Programs)	\$2,673 (Title 1 Family) \$106,344 (Title 1 Basic)	Invoiced Monthly
Total Monthly Payments		\$120,719.98

Funding for approved summer school programs will be distributed when the district received the funds from the state (approximately December for the year following summer school). There will be no reimbursement for students 21 and over.

TOTAL AMOUNT TO PYC HIGH SCHOOL \$1,316,216.84

MP

AGREEMENT
Special School District No. 1 and RONALD MCDONALD HOUSE
2023-2026

This Agreement is made by and between the Board of Education of Special School District No. 1, Minneapolis Public Schools, ("District"), and RONALD MCDONALD HOUSE; operating a nonpublic, nonsectarian program; organized as a non-profit corporation under the Laws of the State of Minnesota; and doing business at RONALD MCDONALD HOUSE Alternative Program at RONALD MCDONALD HOUSE, Minneapolis, MN 55411.

I. GENERAL PROVISIONS

A. Purpose

The purpose of this Agreement is for RONALD MCDONALD HOUSE to provide educational services on behalf of the District, at RONALD MCDONALD HOUSE for District Students who are eligible to receive educational services in an alternative setting under the authority of Minn. Stat. § 124D.68. This agreement includes providing educational options for students who have been expelled or excluded from District schools. This agreement shall terminate if funding for this alternative program ceases or changes pursuant to Minnesota or federal law.

B. Compliance with Laws

RONALD MCDONALD HOUSE shall comply with all applicable Minnesota and federal laws and regulations including but not limited to: the Minnesota Pupil Fair Dismissal Act, (PFDA) Minn. Stat. § 121A.40 - .56; the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. Ch. 33; Minnesota laws applicable to students with special needs, Minn. Stat. Ch. 125A; the Maltreatment of Minors Reporting Act, Minn. Stat. § 626.556; Section 504, 29 U.S.C. § 794; the Family Education Rights and Privacy Act, (FERPA), 20 U.S.C. § 1232g; and the Minnesota Government Data Practices Act, (MGDPA) Minn. Stat. Ch. 13.

C. District Students

RONALD MCDONALD HOUSE shall accept for enrollment eligible students at RONALD MCDONALD HOUSE. An eligible student is a District student, grades X-XX, who meets the definition of eligible student in Minn. Stat. § 124D.68, as amended.

D. Enrollment/Exit Procedures

1. RONALD MCDONALD HOUSE shall follow the enrollment process as described in Exhibit 1.
2. RONALD MCDONALD HOUSE may not impose any admission requirements in addition to or beyond eligibility requirements in MN Stat. 124D.68 subd. 2
3. RONALD MCDONALD HOUSE shall provide the District with information on a weekly basis regarding openings for students including but not limited to information about the grade level and type of each opening if applicable.
4. RONALD MCDONALD HOUSE will accept students referred to them by the District for students in need of placement even if doing so puts them over their capped enrollment. RONALD MCDONALD HOUSE shall contact the Director of Contract Alternatives if additional student enrollment will compromise program performance. RONALD MCDONALD HOUSE will be paid for the ADMs generated.
5. RONALD MCDONALD HOUSE may not exit students prior to meeting with a student and their parent/guardian for all students under the age of 18.
6. RONALD MCDONALD HOUSE must follow MN Stat. 126.05 subd. 8 and withdraw any student who has been absent from school for 15 consecutive school days during the regular school year or for five consecutive school days during summer school or intersession classes of flexible school year programs without receiving instruction in the home or hospital.

7. RONALD MCDONALD HOUSE must follow all District procedures for implementing Homebound Instructional Services and will consult with the Contract Alternative Program Special Education DPF, School Social Worker or School Nurse and/or Contract Alternative Director prior to initiating.
8. Determination as to whether or not student conduct warrants an administrative transfer or expulsion will be made by the MPS Expulsion and Transfer Office (ETO), in consultation with the Director of Contract Alternative Programs.
9. All student data will be maintained and updated by the District and available to RONALD MCDONALD HOUSE upon request, and as allowed by law. This includes access to student information systems maintained by the district.

II. CONTRACT

A. Duration

The term of this Agreement shall commence on the date following execution by the District and will continue in effect until June 30, 2026 unless terminated by law or according to the provisions herein. As a Learning Year Program, this contract encompasses academic programming during the traditional school year, before and after-school credit recovery and summer school.

B. Renewal

Terms for renewal are based on successful performance and evaluation and will be granted for up to 3 years based on information and data collected as described in Exhibit 9.

III. RONALD MCDONALD HOUSE RESPONSIBILITIES

A. Student Learning and Academic Measurement Standards

1. RONALD MCDONALD HOUSE must provide programming that will allow students to fulfill state and district mandated graduation requirements which include:
 - a. A minimum of twenty-one and a half (21.5) year-long credits in the required MPS academic areas for all graduates (A "year-long-credit" is the equivalent of the successful completion of an academic year of study or student mastery of applicable state standards.) as listed in Exhibit 2
 - b. Meet yearly milestones as required by the My Life Plan or other district identified data system. ("My Life Plan" is the career and college exploration and decision assisting curriculum framework used by the District.)
 - c. Participate in all mandated state testing and local assessments that are part of either the state of Minnesota or District accountability model, in accordance with Minnesota and District standards.
2. RONALD MCDONALD HOUSE shall develop a Continual Learning Plan (CLP) for each student within one month of enrollment. The plan must address any areas of needed growth, specific goals, objectives and a timeline to achieve them, as well as methods of evaluation. The CLP shall meet the requirements of Minnesota Statutes, section 124D.128, Subdivision 3. The CLP must be reviewed quarterly and meet the criteria listed in Exhibit 3. All updated CLPs will be submitted to CAP School Counselor quarterly.
3. RONALD MCDONALD HOUSE shall comply with the following provisions regarding testing and assessment:
 - a. require District students to participate in mandatory state testing.
 - b. require District students in grades 7, 8, 9 and 10 to participate in FAST testing.
 - c. require District students in grades 11 to participate in ACT testing.
 - d. provide opportunities for students in grades 11 & 12 to participate in ACCUPLACER testing.
 - e. have a test coordinator attend all required District meetings.
4. RONALD MCDONALD HOUSE shall meet the requirements of Minn. Stat. § 124D.68, all applicable federal and Minnesota state education laws, federal regulations and the Rules of the Minnesota Department of Education.

5. RONALD MCDONALD HOUSE shall provide a learning setting that complies with state of Minnesota education health and safety standards and that is conducive to learning.
 6. RONALD MCDONALD HOUSE shall provide a minimum of six-hour educational day exclusive of a lunch period or shall provide as appropriate 1020 educational hours per school year.
 7. RONALD MCDONALD HOUSE shall meet the Accountability Plan measures as outlined in Exhibit 9.
 8. RONALD MCDONALD HOUSE shall have a written grievance policy for students and ensure that students are aware of this policy and will have clear guidelines for graduation and shall share this information with guardians and students.
 9. RONALD MCDONALD HOUSE shall set up a communication system with parents designed to ensure that parents are aware of their policies and procedures.
 10. RONALD MCDONALD HOUSE shall utilize MPS accountability systems for maintaining accuracy in reporting for both Title I documentation and School Improvement Planning goals and measures
 11. RONALD MCDONALD HOUSE will follow all Mandated Procedures as outlined in Exhibit 10
- B. Special Education and Section 504 Services and Standards
1. For any prospective student with an IEP (individual education plan), RONALD MCDONALD HOUSE must review the IEP with the Contract Alternative Program Special Education DPF prior to enrolling the student to determine the appropriateness of the placement.
 2. For any student with an IEP, RONALD MCDONALD HOUSE shall provide appropriate space for District to provide special education and related services required by the IEP. This includes adequate classroom space for instruction, confidential meeting space with access to a phone to conduct IEP meetings, access to a secure printer and a filing cabinet with a lock for confidential documents.
 3. RONALD MCDONALD HOUSE shall require classroom teachers to implement the provisions of the IEPs and ISPs (individual accommodations and adaptations, as well as all requirements of student Behavior Intervention Plans), that require classroom modifications, as required by law.
 4. Students receiving special education services may not be exited or transferred from a Contract Alternative program without a full IEP team meeting, including District Administrative Representation.
 5. RONALD MCDONALD HOUSE shall follow all special education and 504 standards as listed in Exhibit 4.
- C. Employment Standards for Staff
1. RONALD MCDONALD HOUSE shall employ as instructional staff only such persons as are properly licensed by the State of Minnesota appropriate to the level of instructional services provided. RONALD MCDONALD HOUSE shall have a copy of each teacher's license on file. RONALD MCDONALD HOUSE may employ such other staff as may be needed. RONALD MCDONALD HOUSE will follow MDE guidelines for highly qualified staff, and any other applicable laws and regulations.
 2. RONALD MCDONALD HOUSE will submit to Minneapolis Public Schools staffing information for any innovative program waivers and out of field permission requested for staff at RONALD MCDONALD HOUSE.
 3. RONALD MCDONALD HOUSE shall implement background checks on all new employees in accordance with Minnesota law and will report the results of background checks to the CAP office within two weeks of the time the employee begins to work for RONALD

MCDONALD HOUSE. Employees required to undergo background checks include, but are not limited to:

- a. Teachers and teaching assistants;
 - b. Administrators and business office personnel;
 - c. Custodians and clerical staff;
 - d. Transportation providers under contract with RONALD MCDONALD HOUSE or a member school;
 - e. Childcare providers at RONALD MCDONALD HOUSE.
4. When offering employment to a licensed teacher, RONALD MCDONALD HOUSE shall contact the Board of Teaching to determine whether there has been any disciplinary action against a teacher based on a board determination that sexual misconduct or attempted sexual misconduct occurred between the teacher and a student.
 5. RONALD MCDONALD HOUSE shall require RONALD MCDONALD HOUSE staff to participate in staff development sessions regarding Mandated Reporting, Ethics and other Districted and/or state mandated training as well as appropriate implementation of special education services and 504 Plan services.
 6. RONALD MCDONALD HOUSE staff shall be able to attend any District-sponsored staff development at the same cost and basis as a District employee and be provided with appropriate documentation of such staff development.

D. Record and Reporting Requirements

1. Report on Student Attendance
 - a. RONALD MCDONALD HOUSE shall report accurate student attendance for each day programs are in session using a format and reporting schedule prescribed by the District.
2. Annual Student Achievement, Improvement, Organization Reports
 - a. RONALD MCDONALD HOUSE shall provide the District with an Annual Report for each school year on or before November 15th of each year for the previous school year. The Annual Report shall contain at least the items listed in Exhibit 5. Liability and Property Insurance Certificates shall be sent to the District with the Annual Report.
3. Financial Reporting
 - a. RONALD MCDONALD HOUSE will receive a yearly Memorandum of Agreement (MOA) from the District that outlines Revenues and Expenditures for the upcoming year. This MOA will include projected ADMs, Compensatory and Title I dollars.
 - b. RONALD MCDONALD HOUSE will submit a budget for the coming school year by August 15th that will address all expenditures taken from dollars passed through by the District each year this contract is in effect.
 - c. If the District has been informed by the State, RONALD MCDONALD HOUSE auditor, RONALD MCDONALD HOUSE creditor, through its own investigation, or by another manner that RONALD MCDONALD HOUSE or one of its affiliates is more than 60 days in arrears for its payments to creditors, District may request and RONALD MCDONALD HOUSE shall submit to the District a listing of all creditors for whom there is an outstanding liability.
 - d. No administrative oversight fees may be taken from compensatory dollars or Title dollars.
 - e. Title I dollars will be reimbursed following the process set forth in Exhibit 8.
 - f. RONALD MCDONALD HOUSE shall provide the District with access to all payroll records regardless of whether RONALD MCDONALD HOUSE uses an external payroll service, within a reasonable time period.
4. Records Management and Retention

- a. RONALD MCDONALD HOUSE shall retain any and all books, documents, papers, financial records and other records related to the services RONALD MCDONALD HOUSE provides to the District for a period of six years after the year in which RONALD MCDONALD HOUSE provides the service. RONALD MCDONALD HOUSE agrees that the District or its duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary with reasonable notice, shall have access to and the right to the records that are pertinent to and involve transactions relating to this Agreement. This requirement applies to all records including records of grants or other revenue received from the City of Minneapolis, Hennepin County, the State of Minnesota, the federal government and other public or private sources for the services rendered under the Agreement.
 - b. Upon termination of the contractual relationship between RONALD MCDONALD HOUSE and the District, RONALD MCDONALD HOUSE agrees to immediately turn over to the District any and all documents, papers, finance records and other student records related to services provided.
 - E. Follow District Policies
 - a. RONALD MCDONALD HOUSE shall follow all other District Policies, where applicable, including but not limited to Chapter 5000 of the Minneapolis Public Schools Policies & Regulations.
 - F. Other Legal Requirements
 - 1. Nondiscrimination
 - a. RONALD MCDONALD HOUSE shall abide by state and federal laws prohibiting discrimination in education and employment. RONALD MCDONALD HOUSE shall provide to the District all information and reports about RONALD MCDONALD HOUSE nondiscrimination policies when required by the District to do so.
 - 2. Facilities Occupancy Certificate
 - a. RONALD MCDONALD HOUSE shall maintain a current "Facilities Occupancy Certificate" issued by the City of Minneapolis.
 - 3. RONALD MCDONALD HOUSE shall notify the District of any proposed or actual significant changes in RONALD MCDONALD HOUSE policies or staff.

IV. DISTRICT RESPONSIBILITIES

- A. Financial Auditing
 - 1. A District audit will be conducted annually to review finances related to public school dollars being used to support the program
- B. Provisions of Special Education Instruction and Related Services
 - 1. The District, using District employees, shall provide direct and indirect special education and related services to those students determined to be eligible for such services consistent with their IEP's.
- C. Monitoring and Support Services
 - 1. The District shall monitor RONALD MCDONALD HOUSE performance of its obligations under this Agreement.
- D. Payment
 - 1. The District shall pay RONALD MCDONALD HOUSE as outlined in Section V herein. This amount shall be net of any fees.
 - 2. Payments will be divided over ten months, September through June of each contract year.
- E. Transportation
 - 1. The District will provide transportation or transportation dollars to students who live in the Minneapolis District and who qualify for such services.

F. Staff Development

1. The District will hold a beginning of the year mandatory kick-off session and end of year wrap up session for all CAP schools.
2. The District will provide two full-day staff development opportunities for all RONALD MCDONALD HOUSE staff.
3. The District will provide an annual information session for RONALD MCDONALD HOUSE staff around Title I reporting, SIP completion, 504 Plans, PSWE and Family Engagement.

V. **FINANCIAL SUPPORT FOR CONTRACT RONALD MCDONALD HOUSE**

- A. District shall pay RONALD MCDONALD HOUSE pursuant to Minnesota Statutes § 124D.69. District shall make payment only upon average daily membership documentation submitted by RONALD MCDONALD HOUSE in such form as deemed satisfactory by District. District may begin the reconciliation process with an adjustment to the monthly payments starting in April of each contract year, if necessary to reconcile the total amount paid to RONALD MCDONALD HOUSE with the total amount due based on actual enrollment. District shall provide funding only if RONALD MCDONALD HOUSE has complied with the terms of this Agreement and any reasonable requests of District. Final ADM counts provided by the state will be used to determine final payments. The payment will be net of any charges for services provided by the District.

VI. **CONTRACTING WITH OTHER ENTITIES**

- A. RONALD MCDONALD HOUSE shall neither enter into subcontracts for performance of any of the purchased services contemplated under this Agreement nor assign this Agreement, without prior written approval of the District and subject to such conditions and provisions as the District may deem necessary. RONALD MCDONALD HOUSE shall be responsible for the performance and liability of all subcontractors.
- B. In the event RONALD MCDONALD HOUSE enters into a contract with another school district to provide educational services for students for whom the other school district is responsible, RONALD MCDONALD HOUSE shall indemnify District for any loss of any kind that District may incur because of RONALD MCDONALD HOUSE contract with another school district.

VII. **INSURANCE REQUIREMENTS AND FINANCIAL ASSURANCE**

- A. RONALD MCDONALD HOUSE shall at its own expense, maintain comprehensive general liability insurance covering claims that arise out of its acts and operations under this Agreement for which it may be legally liable. At a minimum, RONALD MCDONALD HOUSE must provide insurance coverage in accordance with Exhibit 6.
- B. RONALD MCDONALD HOUSE or its members shall also maintain property insurance covering the facility in which the educational program is located.
- C. RONALD MCDONALD HOUSE 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 RONALD MCDONALD HOUSE.
- D. RONALD MCDONALD HOUSE will provide electronic access to the annual audit, along with any auditor's notes at the same time the report is sent to the Board of the overseeing agency.

VIII. **INDEMNIFICATION**

- A. Except as expressly provided in this Agreement or in connection with insurance coverage required to be provided in this Agreement by one party for the benefit of the other, each party shall be responsible for its own legal representation and legal costs.
- B. Except where there is an actual or potential conflict of interest, the parties shall fully cooperate with legal counsel for one another in connection with any legal claim asserted against either of them for services provided under this Agreement.

- C. Nothing in this Agreement is intended to nor shall the terms of this Agreement expand the liability of the District and RONALD MCDONALD HOUSE under Minnesota law.
- D. RONALD MCDONALD HOUSE shall indemnify, save and hold the District, its employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits, costs, judgments, or other forms of liability to third parties, actual or claimed, including attorney's fees, for injury to property or persons, occurring or allegedly occurring in, on or about RONALD MCDONALD HOUSE property, based on conduct committed by RONALD MCDONALD HOUSE or by its employees, officers, directors, subcontractors, or agents. Upon timely written notice from the District, RONALD MCDONALD HOUSE shall defend the District in any action or proceeding against the District that is within the purview of this paragraph.
- E. Notwithstanding any other provision of this Agreement, RONALD MCDONALD HOUSE shall not settle or compromise any claim against it relating to its obligations under this Agreement without a signed agreement of approval from the District.
- F. The foregoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability to third parties provided or available to either of the parties under applicable state governmental immunities laws.
- G. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of RONALD MCDONALD HOUSE personnel or other persons while engaged on behalf of RONALD MCDONALD HOUSE, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment with RONALD MCDONALD HOUSE including without limitation, claims of discrimination against RONALD MCDONALD HOUSE, its members, officers, agents, contractors or employees shall in no way be the responsibility of the District and RONALD MCDONALD HOUSE shall defend indemnify and hold the District, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission, or court, and from the expenses of defending such claims, including attorney's fees. RONALD MCDONALD HOUSE personnel and other persons engaged on behalf of RONALD MCDONALD HOUSE shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the District, including, without limitations, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, unemployment compensation, disability, severance pay, and P.E.R.A.

IX. RELATIONSHIP OF THE PARTIES

- A. It is agreed that nothing contained in this Agreement is intended, or should be construed in any manner, as creating or establishing the relationship of partners between the District and RONALD MCDONALD HOUSE or as constituting RONALD MCDONALD HOUSE as the agent, representative or employee of the District for any purpose or in any manner whatsoever. RONALD MCDONALD HOUSE is to be and shall remain an independent contractor with respect to all services performed under this Agreement. RONALD MCDONALD HOUSE represents that it has, or will secure at its own expense, all personnel required to perform its obligations under this Agreement. All staff employed by RONALD MCDONALD HOUSE either directly or indirectly shall be employees of RONALD MCDONALD HOUSE or its affiliates and not the District. RONALD MCDONALD HOUSE or its affiliates shall determine salary, benefit eligibility, retirement plans, and performance standards, continuing professional development needs and all other incidents and benefits of employment.

X. AMENDMENT

- A. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment to this Agreement and duly signed by the parties hereto.

XI. DEFAULT, NOTICE AND CURE

A. Inability to Perform

1. RONALD MCDONALD HOUSE shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the educational services to be provided to the District under this Agreement. RONALD MCDONALD HOUSE shall immediately notify the District in writing whenever it is unable to, or reasonably believes it is going to be unable to, provide the agreed upon quality and quantity of educational services. Upon such notification, the District shall determine whether such inability requires a modification or immediate cancellation of this Agreement without opportunity for cure.

B. Default by RONALD MCDONALD HOUSE

1. Unless excused by District default or District waiver of default, any of the following occurrences shall constitute default on the part of RONALD MCDONALD HOUSE:
 - a. Failure to comply with any relevant legal requirements.
 - b. Failure to perform any duties or requirements outlined in this Agreement.
 - c. Failure to respond to requests by the District for information about RONALD MCDONALD HOUSE financial status.
 - d. Failure to create, implement and advance a plan for payment of creditors.
 - e. Failure to acquire and hold a lease for the building space used for instruction.
 - f. Failure to pay the Internal Revenue Service and Minnesota Department of Revenue any monies due.
 - g. Failure to maintain adequate records, both student records and financial records regarding the program.

C. Default by District

1. Unless excused by RONALD MCDONALD HOUSE default, or RONALD MCDONALD HOUSE waiver of default, failure to perform any other material provision of this Agreement shall constitute default on the part of the District.

D. Written Notice of Default

1. Unless otherwise provided in this Agreement, no event shall constitute a default giving rise to the right to terminate unless and until written Notice of Default is given to the defaulting party, specifying the particular event, series of events or failure constituting the default and specifying the cure period, if any.

E. Cure Period

1. If the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) business days or such other time as may be specified under the terms of this Agreement or in the Notice of Default, then this Agreement may be terminated by written notice as provided in paragraph XII below.

XII. TERMINATION OF AGREEMENT

A. With or Without Cause

1. This Agreement may be terminated by either party, with or without cause, effective on July 1 of any given contract year, provided that the party wishing to terminate the Agreement delivers a Notice of Termination to the authorized representative of the other party on or before April 1 immediately preceding the July 1 termination date. If both parties agree, this Agreement may be terminated at any other time during the term of this Agreement. RONALD MCDONALD HOUSE will return all District resources and property upon termination of the agreement.

B. Changes in Legislation

1. If legislation changes the funding formula; either side may terminate the agreement with thirty days notice.

C. Changes in Policy or Staff

1. The District reserves the right to terminate this Agreement without opportunity to cure if the District determines that a proposed or actual significant change in RONALD MCDONALD HOUSE policies or staff is contrary to the purpose of this Agreement or contrary to relevant District policies.

D. Termination After Failure to Cure Default

1. If, after the time specified for cure of default in the Notice of Default issued in accordance with paragraph XI.D above, the party in default has failed to cure the default in a manner satisfactory to the party issuing the Notice of Default; the party not in default may issue a Notice of Termination. The Notice of Termination must be delivered to the Authorized Representative of the party in default. The Notice of Termination shall specify the bases for the termination.

E. Default by RONALD MCDONALD HOUSE

1. After receipt of Notice of Termination from District because of default by RONALD MCDONALD HOUSE, and except as otherwise directed by District, RONALD MCDONALD HOUSE shall:
 - a. Discontinue provision of services subcontracted pursuant to paragraph VI of this Agreement on that date or to the extent specified in the Notice of Termination.
 - b. Cancel all orders and subcontracts to the extent that they relate to the performance of services subcontracted pursuant to paragraph VI of this Agreement and are canceled by the Notice of Termination.
 - c. Settle all outstanding liabilities and all claims arising out of such cancellation of orders and subcontracts, with the approval or ratification to the extent that may be required, which approval or ratification shall be final for all the purposes of this clause.
 - d. Complete performance of such services subcontracted pursuant to paragraph VI of this Agreement that shall not have been canceled by the Notice of Termination.
 - e. Maintain all records relating to performance of the canceled portion of this Agreement for a minimum of six years. RONALD MCDONALD HOUSE shall maintain records for a longer period if reasonably required to do so by the District.
 - f. Forward all student records to the District within 30 days and return all property belonging to the District.

F. Default by District

1. After receipt of Notice of Termination from RONALD MCDONALD HOUSE because of default by District, and except as otherwise directed by RONALD MCDONALD HOUSE, District shall:
 - a. Cancel all orders and subcontracts to the extent that they relate to the performance of services subcontracted pursuant to paragraph VI of this Agreement and are canceled by the Notice of Termination.
 - b. Settle all outstanding liabilities and all claims arising out of such cancellation of orders and subcontracts, with the approval or ratification to the extent that may be required, which approval or ratification shall be final for all the purposes of this clause.
 - c. Complete performance of such services subcontracted pursuant to paragraph VI of this Agreement that shall not have been canceled by Notice of Termination.
 - d. Maintain all records relating to performance of the canceled portion of this Agreement for a minimum of six years. District shall maintain records for a longer period if reasonably required to do so by the RONALD MCDONALD HOUSE.

XIII. REMEDIES

- A. Notwithstanding any cure period, District is entitled to recover from RONALD MCDONALD HOUSE any damages sustained by District by virtue of any breach of this Agreement by RONALD MCDONALD HOUSE, and District may withhold payments to RONALD MCDONALD HOUSE for the purpose of set-off provided that such amounts withheld are reasonably related to actual damages.
- B. It is agreed that any right or remedy provided for in this Agreement shall not be considered as the exclusive right or remedy of either party for any default in any respect by the other party, but such right or remedy shall be considered to be in addition to any other right or remedy hereunder or allowed by law or equity.
- C. Either party's failure to insist upon strict performance of any covenant, agreement, or stipulation of the Agreement or to exercise any right contained in the Agreement, shall not be a waiver or relinquishment of such covenant, agreement, stipulation, or right, unless the waiving party consents thereto in writing. Any such written consent shall not constitute a waiver or relinquishment of the future exercise of such covenant, agreement, stipulation or right.

XVI. NO THIRD-PARTY BENEFICIARY RIGHTS

- A. No third party, whether a constituent of the District or otherwise, may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of, the District or RONALD MCDONALD HOUSE in this Agreement. This Agreement is not intended to create any rights of a third-party beneficiary.

XVII. CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

- A. This Contract shall be construed under Minnesota law (without regard for choice of law considerations) and the policies and procedures of the District, as amended from time to time. 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.

XVIII. INDEMNIFICATION

- A. 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.

Exhibits 1 through 12 are attached and incorporated herein by reference.

Exhibit 1 - Enrollment Process

Exhibit 2 - Graduation Requirements

Exhibit 3 - Continual Learning Plan (CLP) Requirements

Exhibit 4 – Special Education and 504 Plan Expectations

Exhibit 5 - Annual Report and School Improvement Plan Minimum Requirements

Exhibit 6 - Insurance Requirements

Exhibit 7 - District Billing for Additional Services

Exhibit 8 - Title One

Exhibit 9 - Minneapolis Public Schools Contract Alternative School Accountability Plan

Exhibit 10- Mandated Procedures

Exhibit A- THE AMOUNT OF SUPPORT IN ACCORDANCE WITH FORMULA SPECIFIED IN MINN. STAT.
124.D.69

IN WITNESS, WHEREOF, the parties have executed this Agreement on the date and year written below.

BOARD OF EDUCATION
SPECIAL SCHOOL DISTRICT NO. 1

RONALD MCDONALD HOUSE

By: _____
Date

By: Kevin Lyns 5/30/23
Date

Title: _____

Title: Chief Financial Officer

Exhibit 1 - Enrollment Process

**Student Placement Services
1250 West Broadway
612-668-1840**

Students must contact the MPS Student Enrollment Center for placement before they enroll or start classes if:

They are new to MPS or returning after more than a calendar year
They are new to the country
They have a home language other than English
They have an IEP

Student Enrollment will:

- Ask parent/guardians to complete intake paperwork and fax a copy to the Contract Alternative Program office at Davis Center
- Request and review student records
- Tell students about options within the district including Contract Alternative Programs
- Review student's special education needs and refer Federal Setting II and higher to district staff for placement (Contract Alternatives do not serve setting 3 or higher)
- Review any health concerns.
- Complete student placement in MESA, Contract Alternative Program staff will receive email notification.
- Immediately place any students identified as Homeless and Highly Mobile and work to obtain records following the placement.
- Administer the WIDA Screener to any students with an Home language other than English to determine EL eligibility (unless they already have a current WIDA level form another district or state)

If Enrollment is unable to retrieve a student's records within three days, they will place the student with the information they have. The sites will then need to continue pursuing the student's records.

New Families Center will:

Request and review student records
Administer the WIDA Screener to determine ELL eligibility.

Students Receiving Special Education Services

Fax/Email student names and ID numbers to the Contract Alternative Office
Contract Alternative Special Education Department reviews the student records and let you know if the site can provide appropriate services.
Students should not start classes until the special education review is complete.

Students with Medical/Health Concerns

Fax/Email student names and ID numbers to the Contract Alternative Office
Contract Alternative Nurse will review medical needs to assist in appropriate school placement.

All Students

Contract Alternative Programs will turn in weekly site count to Student Enrollment Services. This will assist in placing students wanting to enroll in a Contract Alternative Program.
If your program is at full capacity, please refer students to another school or back to Placement Services.
Do not put students on a waiting list.

Exhibit 2 – Graduation Credit Requirements

Graduation Credit Requirements for Students under 2019 – 2024 Graduation Requirements

- 4 year-long credits in language arts
- 3.5 year-long credits in social studies, including:
 - 1.0 U.S. history
 - 0.5 geography
 - 1.0 world history
 - 0.5 Government and citizenship
 - 0.5 Economics
- 3 year-long credits in mathematics, including (at minimum)
 - 1 year-long credit in intermediate algebra
 - 1 year-long credit in geometry
 - 1 year-long credit in advanced algebra or statistics and probability
- 3 year-long credits of science, including (at minimum)
 - 1 year-long physical science
 - 1 year-long biology
 - 1 year-long of chemistry or physics
- 1 year-long credit in the arts
- .5 year-long credits in physical education
- .5 year-long credits in health
- 6 year-long elective credits

Graduation Credit Requirements for Students under 2025 Graduation Requirements and Beyond

- 4 year-long credits in language arts
- 3.5 year-long credits in social studies, including:
 - 1.0 U.S. history
 - 0.5 geography
 - 1.0 world history
 - 0.5 Government and citizenship
 - 0.5 Economics
- 3 year-long credits in mathematics, including (at minimum)
 - 1 year-long credit in intermediate algebra
 - 1 year-long credit in geometry
 - 1 year-long credit in advanced algebra or statistics and probability
- 3 year-long credits of science, including (at minimum)
 - 1 year-long physical science
 - 1 year-long biology
 - 1 year-long of chemistry or physics
- 1 year-long credit in the arts
- .5 year-long credits in physical education
- .5 year-long credits in health
- .5 year-long credits in Ethnic Studies
- 5.5 year-long elective credits

Exhibit 3 – Continual Learning Plan Requirements

CLPS for all enrolled students needs to be submitted to MPS quarterly to be reviewed

Programs need to develop Continual Learning Plans (CLP's) that are:

- Learner Centered
- Individually Designed by the program
- Able to meet the specific program focus and student needs

CLPs are required annually for every student in a Contract Alternative Program. The student learning objectives must contain:

- Courses and credits the student plans to take
- Graduation requirements the student must complete (HS only)
- Assessment measurements used to evaluate a pupil's progress

CLPs must be signed and dated:

- The CLP will not be effective or valid unless a student has signed it
- Staff must sign the CLP
- Parent signatures must be included for students under the age of 18. Make your best effort to obtain and document your attempts to obtain a signature
- Forms must be updated at the beginning of every grading period
- Forms for summer school must be amended
- CLPS must be kept on file at each site for three years (not including the current year)

Exhibit 4 - Special Education and 504 Plan Expectations

1. All students with an IEP must be allowed to enter when they come into the building, this includes if they leave the building during the regular school day. Procedures may be established to process with their special education case manager and program administration prior to entering class.
2. All students receiving special education services have IEPs; therefore, they cannot be a part of a separate RTI process within the school and conflicts with their IEP. If there are academic or behavior concerns, they should be addressed with the special education resource teachers.
3. MPS licensed special education staff will be consulted with prior to a special education student's suspension as well as included on the special education student's intake. If suspension was related to a fight, the special education staff, in consultation with school site administration will determine if mediation is appropriate. Language should be included in a student accommodation page outlining if mediation is appropriate or if processing with their special education resource teacher upon return is more appropriate due to their disability.
4. Schools with Independent Study Programs (ISP) will have written requirements regarding student attendance and enrollment policies regarding students receiving special education services. All students receiving special education services referred to ISP must be reviewed by their special education case manager/teacher and deemed appropriate by the special education team.
5. In School Suspension (ISS) for students receiving special education services will be discussed and determined as an appropriate consequence with the student's case managers. If a special education student will have ISS, they will attend their scheduled special education courses/receive their daily minutes of service, per their IEP.
6. All schools will identify who their 504 coordinators are and will ensure that the 504 plans are being serviced by the regular education teachers and meetings are completed annually.

Exhibit 5 - Annual Report and School Improvement Plan Minimum Requirements

Minneapolis Contract Alternative Program

Each Minneapolis Contract Alternative Program is required to file a complete Annual Report **at the time of contract renewal** and **yearly** for each school year on or before November 15th of each year in addition to a yearly School Improvement Plan (SIP) based on a summary of the results achieved by the students at the Contract Alternative Program. The SIP is written each fall with updates in February and May. The Annual Report is required to be filed no later than October 1st of the first year of renewal.

Contract Alternative Program Annual Report should include all of the following information:

1. Program Mission and Vision statement.
2. A brief summary of site goals and School Improvement Plan & Family Engagement Plan
3. A copy of your Positive School-Wide Engagement Plan
4. A copy of your Emergency Management Procedures
5. A copy of the Continuous Learning Plan (CLP)
6. An up-to-date calendar, including extended learning and summer school times and dates
7. Program governance including the responsibilities of the board, board members, board selection process, program director/principal and other program management along with contact information.
8. Teaching and support staff information including staff names, file folder number, teaching assignments, approved waivers and positions.
9. A copy of teacher evaluation form and explanation of procedures
10. Program shall report results of background checks on all new employees hired within two weeks of the start date.
11. List any third-party contractors working directly with students.
12. A year up-to-date updated budget for the Program including salary allocations, benefits, and other income and benefits provided such as housing, car allowance, and any other benefits not specified herein, for all staff paid either wholly or partly with MPS funds: general education, compensatory education, Title I and ELL.
13. A breakdown of other expenditures that are paid for out of District funds including, but not limited to curriculum, rent, utilities etc.
14. A link to the most recent annual audit conducted by the organization, including the auditor notes and management letter
15. A link to the most recent Form 990.
16. Proof of property and liability insurance. (Please submit an updated copy upon renewal).
17. A copy of the policy and processing procedures of volunteers working with students.
18. Overhead percentage charged by the agency. Overhead must be within a reasonable range and is subject to review by MPS.

All information should be electronically submitted and all items must be included.

*Any of the above procedures may be amended at any time with notice to the school.

Exhibit 6 - SPECIAL SCHOOL DISTRICT NO. 1 MINNEAPOLIS PUBLIC SCHOOLS

INSURANCE REQUIREMENTS 2023-2026

In order to protect CONTRACTOR and Special School District #1 ("District"), CONTRACTOR agrees at all times during the term of this contract, and beyond such term when required under the terms of the Contract, to have and keep in force insurance coverage as indicated below:

Limits

1. For all Contracts beginning July 1, 2012, coverage in the types and amounts as set out below:

(a)	Commercial General Liability on an occurrence Basis with contractual liability coverage, including Officers and Directors Errors and Omissions with General Aggregate	\$1,500,000
	Products- Completed Operations Aggregate	\$1,500,000
	Personal and Advertising Injury	\$1,500,000
	Each Occurrence- Combined Bodily Injury and Property Damage	\$1,500,000
(b)	Automobile Liability- Combined single limit Each occurrence coverage or the equivalent Covering owned, non-owned, and hired automobiles	\$1,500,000
(c)	Worker's Compensation and Employer's Liability:	
	I. Worker's Compensation Statutory requirements. If the contractor is based outside the State of Minnesota, Coverage must apply to Minnesota Laws.	
	ii. Employer's Liability. Bodily injury by: <ul style="list-style-type: none"> a. Each accident b. Disease- Policy limit c. Disease - Each employee 	\$500,000 \$500,000 \$500,000
(d)	Professional Liability- Professional Liability (errors and omissions) insurance with respect to its professional Activities	\$1,500,000

2. An umbrella or excess liability policy over primary liability insurance coverage is an acceptable method to provide the required insurance limits.
3. The above establishes minimum insurance requirements. It is the sole responsibility of CONTRACTOR to determine the need for and to procure additional insurance that may be needed in connection with this Contract. Copies of insurance policies shall be submitted to the District upon written request.
4. CONTRACTOR shall not commence work until it has obtained required insurance and filed with the District a properly executed Certificate of Insurance that clearly evidences the required insurance coverage. The certificate shall name Special School District No. 1 as the certificate holder and as an additional insured for the Commercial General Liability coverage (excluding professional liability or errors and omissions) with respect to operations covered under the Contract. The certificate should also show that the District will receive 30 days' prior written notice in the event of cancellation, non-renewal or material change in any described policies.

5. CONTRACTOR shall furnish to the District updated certificates during the term of the Contract as insurance policies expire. If a CONTRACTOR fails to furnish proof of insurance coverage, the District may withhold payments and/ pursue any other right or remedy allowed under the Contract, law, equity, and/or statute.

6. If CONTRACTOR is unable to obtain a required insurance coverage, or coverage is not renewed or is cancelled during the term of this contract, CONTRACTOR shall make immediate good faith efforts to obtain or replace the coverage in the open market. If such efforts are unsuccessful, CONTRACTOR shall immediately notify the District.

Exhibit 7 - District Billing for Additional Services

Special education and assessment will be provided for students who are in need and qualify for such services by licensed special education staff, or staff with approved Minnesota Department of Education variances. The District will provide school psychologist, related services and due process support necessary to complete such assessments and maintain due process records.

There is a maximum to the amount of special education support provided to your site at this level. If there are more students than this amount of teacher time can support, or if the District requests that a program enroll students with significant needs beyond the scope of which the special education teacher can handle, the district may provide additional support at no additional cost, to be arranged as needed.

The District will provide additional support to the alternative school programs, which will include social work, counseling and clerical at no cost.

Exhibit 8 - MPS Title I Contract Alternative Process

1. School receives Title I allocation information in Spring
2. School creates a yearly SIP with input from stakeholders.
3. School completes Title I Budgeting Worksheet & School Equity Considerations for Budgeting Document in the Spring
4. Following each school month, school will submit an itemized invoice to MPS for Title I services provided or goods purchased by the 15th of the following month (ex. September invoice due by October 15th). The invoice must include:
 - a) School name
 - b) Month of service
 - c) Categories of expense (staffing, supplies, food for a parent event, etc.)
 - d) Dollar amount for each category
 - e) How each expense is aligned to the SIP (location in SIP)
 - f) Title I area of each expense (Basic or Family Involvement)
 - g) Total dollar amount
5. MPS will process invoices and reimburse the school for expenses incurred the previous month.

Note: Schools will not be paid before services are provided or supplies have been ordered.

Exhibit No 9 - Minneapolis Public Schools Contract Alternative School Accountability Plan

The Minneapolis Public Schools Accountability Plan serves three primary functions at renewal:

1. It provides a protocol for the MPS Contract Alternative Program department to gather and evaluate evidence to determine whether a school has made an adequate case for renewal. In turn, this evidence assists CAP in deciding if it can make the required legal and other findings in order to reach a positive recommendation for renewal.
2. It also provides the school with a guide to understanding CAP's evaluative criteria. The metrics and annual performance targets encompass the critical indicators of our Contract Alternative Programs (CAP) success and their need for an ongoing feedback loop. The annual performance targets will measure both best practice and overall school and student performance.
3. These processes will be employed on an annual basis for the next 3 years, to be completed by June of each year. In addition to these processes are annual site visits by MPS CAP administration for staff interviews, classroom observations, curriculum reviewing, and joint discussion with MPS and sites leadership regarding both academic and site data. Additionally, quarterly evaluations in collaboration between site leadership and MPS district staff regarding credit attainment and attendance rates are tabulated, shared and examined for the purpose of optimizing both school and student performance. New supplemental academic support programs that might be developed over the course of the contract term may be included in future evaluations.

Furthermore, CAP will not generally use every benchmark during every kind of renewal review, and how the benchmarks are used differs depending on a school's circumstances. No school should fear that a failure to meet every element of every benchmark means that it is not in a position to make a case for renewal. CAP understands that the performance framework sets a very high standard collectively; as such, perfection on every benchmark is not required to be renewed. Programs will be allowed to add a narrative to all areas being assessed to provide additional information to be used for evaluation.

*The Accountability Plan may be amended at any time with notice and agreement of the school.

Accountability Measures

Part A. Academic Achievement

Goal 1A- At least 70% of students enrolled in grades 9 and 10 in each contract alternative high school will meet or exceed their expected growth goal as measured by the FAST Reading assessment. This measure will only look at those students that were enrolled in the same contract alternative only during either the Fall to Winter or Winter to Spring FAST testing windows.

Goal 2A- At least 70% of students enrolled in grades 9 and 10 in each contract alternative high school will meet or exceed their expected growth goal as measured by the FAST Mathematics assessment. This measure will only look at those students that were enrolled in the same contract alternative only during either the Fall to Winter or Winter to Spring FAST testing windows.

Goal 3A- At least 80% of credits attempted will be earned by students enrolled in each contract alternative high school for any period of time.

Goal 4A- At least 80% of students enrolled in a single contract alternative high school for the majority of the school year (≥ 95 days) will earn 5.375 or more academic credits (on-track).

Goal 5A- At least 80% of graduation-eligible seniors will graduate on time. For the purpose of this measure, we will look at only those students that have a reasonable ability to graduate as determined by their enrollment classification. In calculating the "reasonable ability" measure, it will

be assumed that each contract alternative high school will offer a minimum of 5.375 credits during the school year and a summer school program offering at least 2.5 credits.

Goal 6A- At least 80 percent of continuously enrolled students in grades 9, 10, 11 or 12 will remain on-track for graduation.

Goal 7A- 100% of graduates will have successfully completed all components of the My Life Plan database.

Goal 8A- 75% of students taking advanced courses will achieve a passing score

**Address seniors who need less credit but need to be there longer due to meeting other graduation requirements

Part B. Student Well-Being

Goal 1B- The average daily attendance rate of students enrolled in a single contract alternative high school for the majority of the school year (≥ 95 days) will exceed 90%.

Goal 2B- At least 80% of students enrolled in a contract alternative program will either sustain or improve their average daily attendance rate as compared to each student's previous placement.

Goal 3B- Fewer than 10% of the student body will be suspended at any point in the academic year.

Goal 4B- At least 75% of students that do not graduate or return to a comprehensive high school will be retained.

Goal 5B- Fewer than 16.5% of students attending the school will drop out.

Goal 6B- Utilizing the HOPE, DAP, or other pre-approved survey:

At least 75% of students will report positive or favorable opinions regarding their own personal social and emotional satisfaction with the school.

Part C. Effective Staff

Goal 1C- 0% of classroom teacher vacancies at start of school year

Goal 2C 90% of employee retention

Part D. School Climate

Goal 1D- Utilizing the HOPE, DAP, or other pre-approved survey:

At least 75% of students will report positive or favorable opinions regarding school climate and/or operations.

At least 75% of families surveyed utilizing MPS-issued surveys will agree or strongly agree with measures of school satisfaction.

Exhibit 10 - Mandated Procedures

1. MPS procedures must be followed when suspending all students. For students receiving special education services - consult with your assigned special education teacher prior to suspension.
2. Programs must follow the Pupil Fair Dismissal Act and MPS Discipline policy for suspending and removing students from the program.
3. A suspension form must be completed and entered into MPS reporting system and a district generated suspension letter sent to parent/guardian within 48 hours for any removals one day or longer.
4. A staff member from the school must attend all mandatory MPS meetings and training.
5. Attendance must be taken and properly recorded every day.
6. MPS Student Placement procedures must be followed when accepting new students.
7. Homebound Instructional Services may not be initiated prior to consulting with the Contract Alternative Special Education DPF or Director of Contract Alternative Programs.
8. All registration paperwork must be accurately completed and submitted before a student may start the program. Unaccompanied youth and Homeless and Highly Mobile student's paperwork can be completed and submitted by a MPS DLD.
9. Any police or ambulance involved incidents must be written up and submitted to the Contract Alternative Office within 24 hours. School must immediately call the Director of Contract Alternative programs to report the incident.
10. Administrative Transfer forms must be submitted to the MPS expulsion and transfer office within 24 hours.
11. A background check must be on file for everyone, including volunteers, who have contact with students.
12. A summary of Title I expenditures must be submitted monthly.

*Any of the above procedures, may be amended at any time with notice to the school.

Exhibit A

THE AMOUNT OF SUPPORT IN ACCORDANCE WITH FORMULA SPECIFIED IN MINN. STAT. 124.D.69

The Program Ronald McDonald House has an estimated Average Daily Membership (ADM) or:

	Secondary students
2.90	K-6 grade students

as a basis for payment under Minn. Stat 12D.69 and amendments.

Grades	Total # of students	Weighting	Weighted Student Number	2021/2022 Revenue	Total Revenue
Kindergarten	0.15				
1-3 Grades	0.35	1.0			
4-6 Grades	2.40	1.0			
7-12 Grades		1.2			
Total Weighted ADM's	2.90		2.90	\$40,000	\$40,000

We have used projected enrollment to determine the amount of support. Reconciliation may begin in January 2024 if necessary to reconcile a total amount paid to the school with the total amount due based on actual enrollment. After February 15th, 2024, a final adjustment payment to or refund from the school will be made based on the actual ADMs for 2023-24. A monthly invoice will be submitted to Minneapolis Public Schools to request payment. Actual ADM for eligible students for 2023-24 school-year will determine the final budget allocation.

Compensation for Compensatory Education and Title I funding is in the table below.

Funding Source	Total Dollars	Monthly Allocation (based on 10 Months)
ADMs	\$40,000	\$4,000
Compensatory Education	\$5,663	\$566.30
Title 1 (Invoice through Funded Programs)	(Title 1 Family) (Title 1 Basic)	Invoiced Monthly
Total Monthly Payments		\$4,566.30

Funding for approved summer school programs will be distributed when the district received the funds from the state (approximately December for the year following summer school). There will be no reimbursement for students 21 and over.

TOTAL TO RONALD MCDONALD HOUSE \$45,663

AGREEMENT
Special School District No. 1 and VOA HIGH SCHOOL
2023-2026

This Agreement is made by and between the Board of Education of Special School District No. 1, Minneapolis Public Schools, ("District"), and VOA HIGH SCHOOL; operating a nonpublic, nonsectarian program; organized as a non-profit corporation under the Laws of the State of Minnesota; and doing business at VOA HIGH SCHOOL Alternative Program at VOA HIGH SCHOOL, Minneapolis, MN 55411.

I. GENERAL PROVISIONS

A. Purpose

The purpose of this Agreement is for VOA HIGH SCHOOL to provide educational services on behalf of the District, at VOA HIGH SCHOOL for District Students who are eligible to receive educational services in an alternative setting under the authority of Minn. Stat. § 124D.68. This agreement includes providing educational options for students who have been expelled or excluded from District schools. This agreement shall terminate if funding for this alternative program ceases or changes pursuant to Minnesota or federal law.

B. Compliance with Laws

VOA HIGH SCHOOL shall comply with all applicable Minnesota and federal laws and regulations including but not limited to: the Minnesota Pupil Fair Dismissal Act, (PFDA) Minn. Stat. § 121A.40 - .56; the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. Ch. 33; Minnesota laws applicable to students with special needs, Minn. Stat. Ch. 125A; the Maltreatment of Minors Reporting Act, Minn. Stat. § 626.556; Section 504, 29 U.S.C. § 794; the Family Education Rights and Privacy Act, (FERPA), 20 U.S.C. § 1232g; and the Minnesota Government Data Practices Act, (MGDPA) Minn. Stat. Ch. 13.

C. District Students

VOA HIGH SCHOOL shall accept for enrollment eligible students at VOA HIGH SCHOOL. An eligible student is a District student, grades X-XX, who meets the definition of eligible student in Minn. Stat. § 124D.68, as amended.

D. Enrollment/Exit Procedures

1. VOA HIGH SCHOOL shall follow the enrollment process as described in Exhibit 1.
2. VOA HIGH SCHOOL may not impose any admission requirements in addition to or beyond eligibility requirements in MN Stat. 124D.68 subd. 2
3. VOA HIGH SCHOOL shall provide the District with information on a weekly basis regarding openings for students including but not limited to information about the grade level and type of each opening if applicable.
4. VOA HIGH SCHOOL will accept students referred to them by the District for students in need of placement even if doing so puts them over their capped enrollment. VOA HIGH SCHOOL shall contact the Director of Contract Alternatives if additional student enrollment will compromise program performance. VOA HIGH SCHOOL will be paid for the ADMs generated.
5. VOA HIGH SCHOOL may not exit students prior to meeting with a student and their parent/guardian for all students under the age of 18.
6. VOA HIGH SCHOOL must follow MN Stat. 126.05 subd. 8 and withdraw any student who has been absent from school for 15 consecutive school days during the regular school year or for five consecutive school days during summer school or intersession classes of flexible school year programs without receiving instruction in the home or hospital.
7. VOA HIGH SCHOOL must follow all District procedures for implementing Homebound Instructional Services and will consult with the Contract Alternative Program Special

- Education DPF, School Social Worker or School Nurse and/or Contract Alternative Director prior to initiating.
8. Determination as to whether or not student conduct warrants an administrative transfer or expulsion will be made by the MPS Expulsion and Transfer Office (ETO), in consultation with the Director of Contract Alternative Programs.
 9. All student data will be maintained and updated by the District and available to VOA HIGH SCHOOL upon request, and as allowed by law. This includes access to student information systems maintained by the district.

II. CONTRACT

A. Duration

The term of this Agreement shall commence on the date following execution by the District and will continue in effect until June 30, 2026 unless terminated by law or according to the provisions herein. As a Learning Year Program, this contract encompasses academic programming during the traditional school year, before and after-school credit recovery and summer school.

B. Renewal

Terms for renewal are based on successful performance and evaluation and will be granted for up to 3 years based on information and data collected as described in Exhibit 9.

III. VOA HIGH SCHOOL RESPONSIBILITIES

A. Student Learning and Academic Measurement Standards

1. VOA HIGH SCHOOL must provide programming that will allow students to fulfill state and district mandated graduation requirements which include:
 - a. A minimum of twenty-one and a half (21.5) year-long credits in the required MPS academic areas for all graduates (A "year-long-credit" is the equivalent of the successful completion of an academic year of study or student mastery of applicable state standards.) as listed in Exhibit 2
 - b. Meet yearly milestones as required by the My Life Plan or other district identified data system. ("My Life Plan" is the career and college exploration and decision assisting curriculum framework used by the District.)
 - c. Participate in all mandated state testing and local assessments that are part of either the state of Minnesota or District accountability model, in accordance with Minnesota and District standards.
2. VOA HIGH SCHOOL shall develop a Continual Learning Plan (CLP) for each student within one month of enrollment. The plan must address any areas of needed growth, specific goals, objectives and a timeline to achieve them, as well as methods of evaluation. The CLP shall meet the requirements of Minnesota Statutes, section 124D.128, Subdivision 3. The CLP must be reviewed quarterly and meet the criteria listed in Exhibit 3. All updated CLPs will be submitted to CAP School Counselor quarterly.
3. VOA HIGH SCHOOL shall comply with the following provisions regarding testing and assessment:
 - a. require District students to participate in mandatory state testing.
 - b. require District students in grades 7, 8, 9 and 10 to participate in FAST testing.
 - c. require District students in grades 11 to participate in ACT testing.
 - d. provide opportunities for students in grades 11 & 12 to participate in ACCUPLACER testing.
 - e. have a test coordinator attend all required District meetings.
4. VOA HIGH SCHOOL shall meet the requirements of Minn. Stat. § 124D.68, all applicable federal and Minnesota state education laws, federal regulations and the Rules of the Minnesota Department of Education.
5. VOA HIGH SCHOOL shall provide a learning setting that complies with state of Minnesota education health and safety standards and that is conducive to learning.

6. VOA HIGH SCHOOL shall provide a minimum of six-hour educational day exclusive of a lunch period or shall provide as appropriate 1020 educational hours per school year.
 7. VOA HIGH SCHOOL shall meet the Accountability Plan measures as outlined in Exhibit 9.
 8. VOA HIGH SCHOOL shall have a written grievance policy for students and ensure that students are aware of this policy and will have clear guidelines for graduation and shall share this information with guardians and students.
 9. VOA HIGH SCHOOL shall set up a communication system with parents designed to ensure that parents are aware of their policies and procedures.
 10. VOA HIGH SCHOOL shall utilize MPS accountability systems for maintaining accuracy in reporting for both Title I documentation and School Improvement Planning goals and measures
 11. VOA HIGH SCHOOL will follow all Mandated Procedures as outlined in Exhibit 10
- B. Special Education and Section 504 Services and Standards
1. For any prospective student with an IEP (individual education plan), VOA HIGH SCHOOL must review the IEP with the Contract Alternative Program Special Education DPF prior to enrolling the student to determine the appropriateness of the placement.
 2. For any student with an IEP, VOA HIGH SCHOOL shall provide appropriate space for District to provide special education and related services required by the IEP. This includes adequate classroom space for instruction, confidential meeting space with access to a phone to conduct IEP meetings, access to a secure printer and a filing cabinet with a lock for confidential documents.
 3. VOA HIGH SCHOOL shall require classroom teachers to implement the provisions of the IEPs and ISPs (individual accommodations and adaptations, as well as all requirements of student Behavior Intervention Plans), that require classroom modifications, as required by law.
 4. Students receiving special education services may not be exited or transferred from a Contract Alternative program without a full IEP team meeting, including District Administrative Representation.
 5. VOA HIGH SCHOOL shall follow all special education and 504 standards as listed in Exhibit 4.
- C. Employment Standards for Staff
1. VOA HIGH SCHOOL shall employ as instructional staff only such persons as are properly licensed by the State of Minnesota appropriate to the level of instructional services provided. VOA HIGH SCHOOL shall have a copy of each teacher's license on file. VOA HIGH SCHOOL may employ such other staff as may be needed. VOA HIGH SCHOOL will follow MDE guidelines for highly qualified staff, and any other applicable laws and regulations.
 2. VOA HIGH SCHOOL will submit to Minneapolis Public Schools staffing information for any innovative program waivers and out of field permission requested for staff at VOA HIGH SCHOOL.
 3. VOA HIGH SCHOOL shall implement background checks on all new employees in accordance with Minnesota law and will report the results of background checks to the CAP office within two weeks of the time the employee begins to work for VOA HIGH SCHOOL. Employees required to undergo background checks include, but are not limited to:
 - a. Teachers and teaching assistants;
 - b. Administrators and business office personnel;
 - c. Custodians and clerical staff;
 - d. Transportation providers under contract with VOA HIGH SCHOOL or a member school;

- e. Childcare providers at VOA HIGH SCHOOL.
 - 4. When offering employment to a licensed teacher, VOA HIGH SCHOOL shall contact the Board of Teaching to determine whether there has been any disciplinary action against a teacher based on a board determination that sexual misconduct or attempted sexual misconduct occurred between the teacher and a student.
 - 5. VOA HIGH SCHOOL shall require VOA HIGH SCHOOL staff to participate in staff development sessions regarding Mandated Reporting, Ethics and other Districted and/or state mandated training as well as appropriate implementation of special education services and 504 Plan services.
 - 6. VOA HIGH SCHOOL staff shall be able to attend any District-sponsored staff development at the same cost and basis as a District employee and be provided with appropriate documentation of such staff development.
- D. Record and Reporting Requirements
- 1. Report on Student Attendance
 - a. VOA HIGH SCHOOL shall report accurate student attendance for each day programs are in session using a format and reporting schedule prescribed by the District.
 - 2. Annual Student Achievement, Improvement, Organization Reports
 - a. VOA HIGH SCHOOL shall provide the District with an Annual Report for each school year on or before November 15th of each year for the previous school year. The Annual Report shall contain at least the items listed in Exhibit 5. Liability and Property Insurance Certificates shall be sent to the District with the Annual Report.
 - 3. Financial Reporting
 - a. VOA HIGH SCHOOL will receive a yearly Memorandum of Agreement (MOA) from the District that outlines Revenues and Expenditures for the upcoming year. This MOA will include projected ADMs, Compensatory and Title I dollars.
 - b. VOA HIGH SCHOOL will submit a budget for the coming school year by August 15th that will address all expenditures taken from dollars passed through by the District each year this contract is in effect.
 - c. If the District has been informed by the State, VOA HIGH SCHOOL auditor, VOA HIGH SCHOOL creditor, through its own investigation, or by another manner that VOA HIGH SCHOOL or one of its affiliates is more than 60 days in arrears for its payments to creditors, District may request and VOA HIGH SCHOOL shall submit to the District a listing of all creditors for whom there is an outstanding liability.
 - d. No administrative oversight fees may be taken from compensatory dollars or Title dollars.
 - e. Title I dollars will be reimbursed following the process set forth in Exhibit 8.
 - f. VOA HIGH SCHOOL shall provide the District with access to all payroll records regardless of whether VOA HIGH SCHOOL uses an external payroll service, within a reasonable time period.
 - 4. Records Management and Retention
 - a. VOA HIGH SCHOOL shall retain any and all books, documents, papers, financial records and other records related to the services VOA HIGH SCHOOL provides to the District for a period of six years after the year in which VOA HIGH SCHOOL provides the service. VOA HIGH SCHOOL agrees that the District or its duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary with reasonable notice, shall have access to and the right to the records that are pertinent to and involve transactions relating to this Agreement. This requirement applies to all records including records of grants or other revenue received from the City of Minneapolis, Hennepin County, the State of

Minnesota, the federal government and other public or private sources for the services rendered under the Agreement.

- b. Upon termination of the contractual relationship between VOA HIGH SCHOOL and the District, VOA HIGH SCHOOL agrees to immediately turn over to the District any and all documents, papers, finance records and other student records related to services provided.
- E. Follow District Policies
- a. VOA HIGH SCHOOL shall follow all other District Policies, where applicable, including but not limited to Chapter 5000 of the Minneapolis Public Schools Policies & Regulations.
- F. Other Legal Requirements
1. Nondiscrimination
 - a. VOA HIGH SCHOOL shall abide by state and federal laws prohibiting discrimination in education and employment. VOA HIGH SCHOOL shall provide to the District all information and reports about VOA HIGH SCHOOL nondiscrimination policies when required by the District to do so.
 2. Facilities Occupancy Certificate
 - a. VOA HIGH SCHOOL shall maintain a current "Facilities Occupancy Certificate" issued by the City of Minneapolis.
 3. VOA HIGH SCHOOL shall notify the District of any proposed or actual significant changes in VOA HIGH SCHOOL policies or staff.

IV. DISTRICT RESPONSIBILITIES

- A. Financial Auditing
1. A District audit will be conducted annually to review finances related to public school dollars being used to support the program
- B. Provisions of Special Education Instruction and Related Services
1. The District, using District employees, shall provide direct and indirect special education and related services to those students determined to be eligible for such services consistent with their IEP's.
- C. Monitoring and Support Services
1. The District shall monitor VOA HIGH SCHOOL performance of its obligations under this Agreement.
- D. Payment
1. The District shall pay VOA HIGH SCHOOL as outlined in Section V herein. This amount shall be net of any fees.
 2. Payments will be divided over ten months, September through June of each contract year.
- E. Transportation
1. The District will provide transportation or transportation dollars to students who live in the Minneapolis District and who qualify for such services.
- F. Staff Development
1. The District will hold a beginning of the year mandatory kick-off session and end of year wrap up session for all CAP schools.
 2. The District will provide two full-day staff development opportunities for all VOA HIGH SCHOOL staff.
 3. The District will provide an annual information session for VOA HIGH SCHOOL staff around Title I reporting, SIP completion, 504 Plans, PSWE and Family Engagement.

V. FINANCIAL SUPPORT FOR CONTRACT VOA HIGH SCHOOL

- A. District shall pay VOA HIGH SCHOOL pursuant to Minnesota Statutes § 124D.69. District shall make payment only upon average daily membership documentation submitted by VOA

HIGH SCHOOL in such form as deemed satisfactory by District. District may begin the reconciliation process with an adjustment to the monthly payments starting in April of each contract year, if necessary to reconcile the total amount paid to VOA HIGH SCHOOL with the total amount due based on actual enrollment. District shall provide funding only if VOA HIGH SCHOOL has complied with the terms of this Agreement and any reasonable requests of District. Final ADM counts provided by the state will be used to determine final payments. The payment will be net of any charges for services provided by the District.

VI. CONTRACTING WITH OTHER ENTITIES

- A. VOA HIGH SCHOOL shall neither enter into subcontracts for performance of any of the purchased services contemplated under this Agreement nor assign this Agreement, without prior written approval of the District and subject to such conditions and provisions as the District may deem necessary. VOA HIGH SCHOOL shall be responsible for the performance and liability of all subcontractors.
- B. In the event VOA HIGH SCHOOL enters into a contract with another school district to provide educational services for students for whom the other school district is responsible, VOA HIGH SCHOOL shall indemnify District for any loss of any kind that District may incur because of VOA HIGH SCHOOL contract with another school district.

VII. INSURANCE REQUIREMENTS AND FINANCIAL ASSURANCE

- A. VOA HIGH SCHOOL shall at its own expense, maintain comprehensive general liability insurance covering claims that arise out of its acts and operations under this Agreement for which it may be legally liable. At a minimum, VOA HIGH SCHOOL must provide insurance coverage in accordance with Exhibit 6.
- B. VOA HIGH SCHOOL or its members shall also maintain property insurance covering the facility in which the educational program is located.
- C. VOA HIGH SCHOOL 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 VOA HIGH SCHOOL.
- D. VOA HIGH SCHOOL will provide electronic access to the annual audit, along with any auditor's notes at the same time the report is sent to the Board of the overseeing agency.

VIII. INDEMNIFICATION

- A. Except as expressly provided in this Agreement or in connection with insurance coverage required to be provided in this Agreement by one party for the benefit of the other, each party shall be responsible for its own legal representation and legal costs.
- B. Except where there is an actual or potential conflict of interest, the parties shall fully cooperate with legal counsel for one another in connection with any legal claim asserted against either of them for services provided under this Agreement.
- C. Nothing in this Agreement is intended to nor shall the terms of this Agreement expand the liability of the District and VOA HIGH SCHOOL under Minnesota law.
- D. VOA HIGH SCHOOL shall indemnify, save and hold the District, its employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits, costs, judgments, or other forms of liability to third parties, actual or claimed, including attorney's fees, for injury to property or persons, occurring or allegedly occurring in, on or about VOA HIGH SCHOOL property, based on conduct committed by VOA HIGH SCHOOL or by its employees, officers, directors, subcontractors, or agents. Upon timely written notice from the District, VOA HIGH SCHOOL shall defend the District in any action or proceeding against the District that is within the purview of this paragraph.
- E. Notwithstanding any other provision of this Agreement, VOA HIGH SCHOOL shall not settle or compromise any claim against it relating to its obligations under this Agreement without a signed agreement of approval from the District.

- F. The foregoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability to third parties provided or available to either of the parties under applicable state governmental immunities laws.
- G. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of VOA HIGH SCHOOL personnel or other persons while engaged on behalf of VOA HIGH SCHOOL, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment with VOA HIGH SCHOOL including without limitation, claims of discrimination against VOA HIGH SCHOOL, its members, officers, agents, contractors or employees shall in no way be the responsibility of the District and VOA HIGH SCHOOL shall defend indemnify and hold the District, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission, or court, and from the expenses of defending such claims, including attorney's fees. VOA HIGH SCHOOL personnel and other persons engaged on behalf of VOA HIGH SCHOOL shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the District, including, without limitations, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, unemployment compensation, disability, severance pay, and P.E.R.A.

IX. RELATIONSHIP OF THE PARTIES

- A. It is agreed that nothing contained in this Agreement is intended, or should be construed in any manner, as creating or establishing the relationship of partners between the District and VOA HIGH SCHOOL or as constituting VOA HIGH SCHOOL as the agent, representative or employee of the District for any purpose or in any manner whatsoever. VOA HIGH SCHOOL is to be and shall remain an independent contractor with respect to all services performed under this Agreement. VOA HIGH SCHOOL represents that it has, or will secure at its own expense, all personnel required to perform its obligations under this Agreement. All staff employed by VOA HIGH SCHOOL either directly or indirectly shall be employees of VOA HIGH SCHOOL or its affiliates and not the District. VOA HIGH SCHOOL or its affiliates shall determine salary, benefit eligibility, retirement plans, and performance standards, continuing professional development needs and all other incidents and benefits of employment.

X. AMENDMENT

- A. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment to this Agreement and duly signed by the parties hereto.

XI. DEFAULT, NOTICE AND CURE

- A. Inability to Perform
 - 1. VOA HIGH SCHOOL shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the educational services to be provided to the District under this Agreement. VOA HIGH SCHOOL shall immediately notify the District in writing whenever it is unable to, or reasonably believes it is going to be unable to, provide the agreed upon quality and quantity of educational services. Upon such notification, the District shall determine whether such inability requires a modification or immediate cancellation of this Agreement without opportunity for cure.
- B. Default by VOA HIGH SCHOOL
 - 1. Unless excused by District default or District waiver of default, any of the following occurrences shall constitute default on the part of VOA HIGH SCHOOL:
 - a. Failure to comply with any relevant legal requirements.
 - b. Failure to perform any duties or requirements outlined in this Agreement.

- c. Failure to respond to requests by the District for information about VOA HIGH SCHOOL financial status.
 - d. Failure to create, implement and advance a plan for payment of creditors.
 - e. Failure to acquire and hold a lease for the building space used for instruction.
 - f. Failure to pay the Internal Revenue Service and Minnesota Department of Revenue any monies due.
 - g. Failure to maintain adequate records, both student records and financial records regarding the program.
- C. Default by District
- 1. Unless excused by VOA HIGH SCHOOL default, or VOA HIGH SCHOOL waiver of default, failure to perform any other material provision of this Agreement shall constitute default on the part of the District.
- D. Written Notice of Default
- 1. Unless otherwise provided in this Agreement, no event shall constitute a default giving rise to the right to terminate unless and until written Notice of Default is given to the defaulting party, specifying the particular event, series of events or failure constituting the default and specifying the cure period, if any.
- E. Cure Period
- 1. If the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) business days or such other time as may be specified under the terms of this Agreement or in the Notice of Default, then this Agreement may be terminated by written notice as provided in paragraph XII below.

XII. TERMINATION OF AGREEMENT

- A. With or Without Cause
- 1. This Agreement may be terminated by either party, with or without cause, effective on July 1 of any given contract year, provided that the party wishing to terminate the Agreement delivers a Notice of Termination to the authorized representative of the other party on or before April 1 immediately preceding the July 1 termination date. If both parties agree, this Agreement may be terminated at any other time during the term of this Agreement. VOA HIGH SCHOOL will return all District resources and property upon termination of the agreement.
- B. Changes in Legislation
- 1. If legislation changes the funding formula; either side may terminate the agreement with thirty days notice.
- C. Changes in Policy or Staff
- 1. The District reserves the right to terminate this Agreement without opportunity to cure if the District determines that a proposed or actual significant change in VOA HIGH SCHOOL policies or staff is contrary to the purpose of this Agreement or contrary to relevant District policies.
- D. Termination After Failure to Cure Default
- 1. If, after the time specified for cure of default in the Notice of Default issued in accordance with paragraph XI.D above, the party in default has failed to cure the default in a manner satisfactory to the party issuing the Notice of Default; the party not in default may issue a Notice of Termination. The Notice of Termination must be delivered to the Authorized Representative of the party in default. The Notice of Termination shall specify the bases for the termination.
- E. Default by VOA HIGH SCHOOL
- 1. After receipt of Notice of Termination from District because of default by VOA HIGH SCHOOL, and except as otherwise directed by District, VOA HIGH SCHOOL shall:

- a. Discontinue provision of services subcontracted pursuant to paragraph VI of this Agreement on that date or to the extent specified in the Notice of Termination.
- b. Cancel all orders and subcontracts to the extent that they relate to the performance of services subcontracted pursuant to paragraph VI of this Agreement and are canceled by the Notice of Termination.
- c. Settle all outstanding liabilities and all claims arising out of such cancellation of orders and subcontracts, with the approval or ratification to the extent that may be required, which approval or ratification shall be final for all the purposes of this clause.
- d. Complete performance of such services subcontracted pursuant to paragraph VI of this Agreement that shall not have been canceled by the Notice of Termination.
- e. Maintain all records relating to performance of the canceled portion of this Agreement for a minimum of six years. VOA HIGH SCHOOL shall maintain records for a longer period if reasonably required to do so by the District.
- f. Forward all student records to the District within 30 days and return all property belonging to the District.

F. Default by District

- 1. After receipt of Notice of Termination from VOA HIGH SCHOOL because of default by District, and except as otherwise directed by VOA HIGH SCHOOL, District shall:
 - a. Cancel all orders and subcontracts to the extent that they relate to the performance of services subcontracted pursuant to paragraph VI of this Agreement and are canceled by the Notice of Termination.
 - b. Settle all outstanding liabilities and all claims arising out of such cancellation of orders and subcontracts, with the approval or ratification to the extent that may be required, which approval or ratification shall be final for all the purposes of this clause.
 - c. Complete performance of such services subcontracted pursuant to paragraph VI of this Agreement that shall not have been canceled by Notice of Termination.
 - d. Maintain all records relating to performance of the canceled portion of this Agreement for a minimum of six years. District shall maintain records for a longer period if reasonably required to do so by the VOA HIGH SCHOOL.

XIII. REMEDIES

- A. Notwithstanding any cure period, District is entitled to recover from VOA HIGH SCHOOL any damages sustained by District by virtue of any breach of this Agreement by VOA HIGH SCHOOL, and District may withhold payments to VOA HIGH SCHOOL for the purpose of set-off provided that such amounts withheld are reasonably related to actual damages.
- B. It is agreed that any right or remedy provided for in this Agreement shall not be considered as the exclusive right or remedy of either party for any default in any respect by the other party, but such right or remedy shall be considered to be in addition to any other right or remedy hereunder or allowed by law or equity.
- C. Either party's failure to insist upon strict performance of any covenant, agreement, or stipulation of the Agreement or to exercise any right contained in the Agreement, shall not be a waiver or relinquishment of such covenant, agreement, stipulation, or right, unless the waiving party consents thereto in writing. Any such written consent shall not constitute a waiver or relinquishment of the future exercise of such covenant, agreement, stipulation or right.

XVI. NO THIRD-PARTY BENEFICIARY RIGHTS

- A. No third party, whether a constituent of the District or otherwise, may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of, the District or VOA

HIGH SCHOOL in this Agreement. This Agreement is not intended to create any rights of a third-party beneficiary.

XVII. CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

- A. This Contract shall be construed under Minnesota law (without regard for choice of law considerations) and the policies and procedures of the District, as amended from time to time. 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.

XVIII. INDEMNIFICATION

- A. 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.

Exhibits 1 through 12 & Exhibit A are attached and incorporated herein by reference.

Exhibit 1 - Enrollment Process

Exhibit 2 - Graduation Requirements

Exhibit 3 - Continual Learning Plan (CLP) Requirements

Exhibit 4 – Special Education and 504 Plan Expectations

Exhibit 5 - Annual Report and School Improvement Plan Minimum Requirements

Exhibit 6 - Insurance Requirements

Exhibit 7 - District Billing for Additional Services

Exhibit 8 - Title One

Exhibit 9 - Minneapolis Public Schools Contract Alternative School Accountability Plan

Exhibit 10- Mandated Procedures

Exhibit A- THE AMOUNT OF SUPPORT IN ACCORDANCE WITH FORMULA SPECIFIED IN MINN. STAT.

IN WITNESS, WHEREOF, the parties have executed this Agreement on the date and year written below.

BOARD OF EDUCATION
SPECIAL SCHOOL DISTRICT NO. 1

VOA HIGH SCHOOL

By: _____
Date

By: *Julia Manuwarren* _____ 05/24/2023
Date

Title: _____

Title: President & CEO

Exhibit 1 - Enrollment Process

Student Placement Services
1250 West Broadway
612-668-1840

Students must contact the MPS Student Enrollment Center for placement before they enroll or start classes if:

They are new to MPS or returning after more than a calendar year
They are new to the country
They have a home language other than English
They have an IEP

Student Enrollment will:

- Ask parent/guardians to complete intake paperwork and fax a copy to the Contract Alternative Program office at Davis Center
- Request and review student records
- Tell students about options within the district including Contract Alternative Programs
- Review student's special education needs and refer Federal Setting II and higher to district staff for placement (Contract Alternatives do not serve setting 3 or higher)
- Review any health concerns.
- Complete student placement in MESA, Contract Alternative Program staff will receive email notification.
- Immediately place any students identified as Homeless and Highly Mobile and work to obtain records following the placement.
- Administer the WIDA Screener to any students with an Home language other than English to determine EL eligibility (unless they already have a current WIDA level form another district or state)

If Enrollment is unable to retrieve a student's records within three days, they will place the student with the information they have. The sites will then need to continue pursuing the student's records.

New Families Center will:

Request and review student records
Administer the WIDA Screener to determine ELL eligibility.

Students Receiving Special Education Services

Fax/Email student names and ID numbers to the Contract Alternative Office
Contract Alternative Special Education Department reviews the student records and let you know if the site can provide appropriate services.
Students should not start classes until the special education review is complete.

Students with Medical/Health Concerns

Fax/Email student names and ID numbers to the Contract Alternative Office
Contract Alternative Nurse will review medical needs to assist in appropriate school placement.

All Students

Contract Alternative Programs will turn in weekly site count to Student Enrollment Services. This will assist in placing students wanting to enroll in a Contract Alternative Program.
If your program is at full capacity, please refer students to another school or back to Placement Services.
Do not put students on a waiting list.

Exhibit 2 – Graduation Credit Requirements

Graduation Credit Requirements for Students under 2019 – 2024 Graduation Requirements

- 4 year-long credits in language arts
- 3.5 year-long credits in social studies, including:
 - 1.0 U.S. history
 - 0.5 geography
 - 1.0 world history
 - 0.5 Government and citizenship
 - 0.5 Economics
- 3 year-long credits in mathematics, including (at minimum)
 - 1 year-long credit in intermediate algebra
 - 1 year-long credit in geometry
 - 1 year-long credit in advanced algebra or statistics and probability
- 3 year-long credits of science, including (at minimum)
 - 1 year-long physical science
 - 1 year-long biology
 - 1 year-long of chemistry or physics
- 1 year-long credit in the arts
- .5 year-long credits in physical education
- .5 year-long credits in health
- 6 year-long elective credits

Graduation Credit Requirements for Students under 2025 Graduation Requirements and Beyond

- 4 year-long credits in language arts
- 3.5 year-long credits in social studies, including:
 - 1.0 U.S. history
 - 0.5 geography
 - 1.0 world history
 - 0.5 Government and citizenship
 - 0.5 Economics
- 3 year-long credits in mathematics, including (at minimum)
 - 1 year-long credit in intermediate algebra
 - 1 year-long credit in geometry
 - 1 year-long credit in advanced algebra or statistics and probability
- 3 year-long credits of science, including (at minimum)
 - 1 year-long physical science
 - 1 year-long biology
 - 1 year-long of chemistry or physics
- 1 year-long credit in the arts
- .5 year-long credits in physical education
- .5 year-long credits in health
- .5 year-long credits in Ethnic Studies
- 5.5 year-long elective credits

Exhibit 3 – Continual Learning Plan Requirements

CLPS for all enrolled students needs to be submitted to MPS quarterly to be reviewed

Programs need to develop Continual Learning Plans (CLP's) that are:

- Learner Centered
- Individually Designed by the program
- Able to meet the specific program focus and student needs

CLPs are required annually for every student in a Contract Alternative Program. The student learning objectives must contain:

- Courses and credits the student plans to take
- Graduation requirements the student must complete (HS only)
- Assessment measurements used to evaluate a pupil's progress

CLPs must be signed and dated:

- The CLP will not be effective or valid unless a student has signed it
- Staff must sign the CLP
- Parent signatures must be included for students under the age of 18. Make your best effort to obtain and document your attempts to obtain a signature
- Forms must be updated at the beginning of every grading period
- Forms for summer school must be amended
- CLPS must be kept on file at each site for three years (not including the current year)

Exhibit 4 - Special Education and 504 Plan Expectations

1. All students with an IEP must be allowed to enter when they come into the building, this includes if they leave the building during the regular school day. Procedures may be established to process with their special education case manager and program administration prior to entering class.
2. All students receiving special education services have IEPs; therefore, they cannot be a part of a separate RTI process within the school and conflicts with their IEP. If there are academic or behavior concerns, they should be addressed with the special education resource teachers.
3. MPS licensed special education staff will be consulted with prior to a special education student's suspension as well as included on the special education student's intake. If suspension was related to a fight, the special education staff, in consultation with school site administration will determine if mediation is appropriate. Language should be included in a student accommodation page outlining if mediation is appropriate or if processing with their special education resource teacher upon return is more appropriate due to their disability.
4. Schools with Independent Study Programs (ISP) will have written requirements regarding student attendance and enrollment policies regarding students receiving special education services. All students receiving special education services referred to ISP must be reviewed by their special education case manager/teacher and deemed appropriate by the special education team.
5. In School Suspension (ISS) for students receiving special education services will be discussed and determined as an appropriate consequence with the student's case managers. If a special education student will have ISS, they will attend their scheduled special education courses/receive their daily minutes of service, per their IEP.
6. All schools will identify who their 504 coordinators are and will ensure that the 504 plans are being serviced by the regular education teachers and meetings are completed annually.

Exhibit 5 - Annual Report and School Improvement Plan Minimum Requirements

Minneapolis Contract Alternative Program

Each Minneapolis Contract Alternative Program is required to file a complete Annual Report **at the time of contract renewal** and **yearly** for each school year on or before November 15th of each year in addition to a yearly School Improvement Plan (SIP) based on a summary of the results achieved by the students at the Contract Alternative Program. The SIP is written each fall with updates in February and May. The Annual Report is required to be filed no later than October 1st of the first year of renewal.

Contract Alternative Program Annual Report should include all of the following information:

1. Program Mission and Vision statement.
2. A brief summary of site goals and School Improvement Plan & Family Engagement Plan
3. A copy of your Positive School-Wide Engagement Plan
4. A copy of your Emergency Management Procedures
5. A copy of the Continuous Learning Plan (CLP)
6. An up-to-date calendar, including extended learning and summer school times and dates
7. Program governance including the responsibilities of the board, board members, board selection process, program director/principal and other program management along with contact information.
8. Teaching and support staff information including staff names, file folder number, teaching assignments, approved waivers and positions.
9. A copy of teacher evaluation form and explanation of procedures
10. Program shall report results of background checks on all new employees hired within two weeks of the start date.
11. List any third-party contractors working directly with students.
12. A year up-to-date updated budget for the Program including salary allocations, benefits, and other income and benefits provided such as housing, car allowance, and any other benefits not specified herein, for all staff paid either wholly or partly with MPS funds: general education, compensatory education, Title I and ELL.
13. A breakdown of other expenditures that are paid for out of District funds including, but not limited to curriculum, rent, utilities etc.
14. A link to the most recent annual audit conducted by the organization, including the auditor notes and management letter
15. A link to the most recent Form 990.
16. Proof of property and liability insurance. (Please submit an updated copy upon renewal).
17. A copy of the policy and processing procedures of volunteers working with students.
18. Overhead percentage charged by the agency. Overhead must be within a reasonable range and is subject to review by MPS.

All information should be electronically submitted and all items must be included.

*Any of the above procedures may be amended at any time with notice to the school.

Exhibit 6 - SPECIAL SCHOOL DISTRICT NO. 1 MINNEAPOLIS PUBLIC SCHOOLS

INSURANCE REQUIREMENTS 2023-2026

In order to protect CONTRACTOR and Special School District #1 ("District"), CONTRACTOR agrees at all times during the term of this contract, and beyond such term when required under the terms of the Contract, to have and keep in force insurance coverage as indicated below:

Limits

1. For all Contracts beginning July 1, 2012, coverage in the types and amounts as set out below:

(a)	Commercial General Liability on an occurrence Basis with contractual liability coverage, including Officers and Directors Errors and Omissions with General Aggregate	\$1,500,000
	Products- Completed Operations Aggregate	\$1,500,000
	Personal and Advertising Injury	\$1,500,000
	Each Occurrence- Combined Bodily Injury and Property Damage	\$1,500,000
(b)	Automobile Liability- Combined single limit Each occurrence coverage or the equivalent Covering owned, non-owned, and hired automobiles	\$1,500,000
(c)	Worker's Compensation and Employer's Liability:	
	I. Worker's Compensation Statutory requirements. If the contractor is based outside the State of Minnesota, Coverage must apply to Minnesota Laws.	
	ii. Employer's Liability. Bodily injury by: <ul style="list-style-type: none"> a. Each accident b. Disease- Policy limit c. Disease - Each employee 	\$500,000 \$500,000 \$500,000
(d)	Professional Liability- Professional Liability (errors and omissions) insurance with respect to its professional Activities	\$1,500,000

2. An umbrella or excess liability policy over primary liability insurance coverage is an acceptable method to provide the required insurance limits.
3. The above establishes minimum insurance requirements. It is the sole responsibility of CONTRACTOR to determine the need for and to procure additional insurance that may be needed in connection with this Contract. Copies of insurance policies shall be submitted to the District upon written request.
4. CONTRACTOR shall not commence work until it has obtained required insurance and filed with the District a properly executed Certificate of Insurance that clearly evidences the required insurance coverage. The certificate shall name Special School District No. 1 as the certificate holder and as an additional insured for the Commercial General Liability coverage (excluding professional liability or errors and omissions) with respect to operations covered under the Contract. The certificate should also show that the District will receive 30 days' prior written notice in the event of cancellation, non-renewal or material change in any described policies.

5. CONTRACTOR shall furnish to the District updated certificates during the term of the Contract as insurance policies expire. If a CONTRACTOR fails to furnish proof of insurance coverage, the District may withhold payments and/ pursue any other right or remedy allowed under the Contract, law, equity, and/or statute.

6. If CONTRACTOR is unable to obtain a required insurance coverage, or coverage is not renewed or is cancelled during the term of this contract, CONTRACTOR shall make immediate good faith efforts to obtain or replace the coverage in the open market. If such efforts are unsuccessful, CONTRACTOR shall immediately notify the District.

Exhibit 7 - District Billing for Additional Services

Special education and assessment will be provided for students who are in need and qualify for such services by licensed special education staff, or staff with approved Minnesota Department of Education variances. The District will provide school psychologist, related services and due process support necessary to complete such assessments and maintain due process records.

There is a maximum to the amount of special education support provided to your site at this level. If there are more students than this amount of teacher time can support, or if the District requests that a program enroll students with significant needs beyond the scope of which the special education teacher can handle, the district may provide additional support at no additional cost, to be arranged as needed.

The District will provide additional support to the alternative school programs, which will include social work, counseling and clerical at no cost.

Exhibit 8 - MPS Title I Contract Alternative Process

1. School receives Title I allocation information in Spring
2. School creates a yearly SIP with input from stakeholders.
3. School completes Title I Budgeting Worksheet & School Equity Considerations for Budgeting Document in the Spring
4. Following each school month, school will submit an itemized invoice to MPS for Title I services provided or goods purchased by the 15th of the following month (ex. September invoice due by October 15th). The invoice must include:
 - a) School name
 - b) Month of service
 - c) Categories of expense (staffing, supplies, food for a parent event, etc.)
 - d) Dollar amount for each category
 - e) How each expense is aligned to the SIP (location in SIP)
 - f) Title I area of each expense (Basic or Family Involvement)
 - g) Total dollar amount
5. MPS will process invoices and reimburse the school for expenses incurred the previous month.

Note: Schools will not be paid before services are provided or supplies have been ordered.

Exhibit No 9 - Minneapolis Public Schools Contract Alternative School Accountability Plan

The Minneapolis Public Schools Accountability Plan serves three primary functions at renewal:

1. It provides a protocol for the MPS Contract Alternative Program department to gather and evaluate evidence to determine whether a school has made an adequate case for renewal. In turn, this evidence assists CAP in deciding if it can make the required legal and other findings in order to reach a positive recommendation for renewal.
2. It also provides the school with a guide to understanding CAP's evaluative criteria. The metrics and annual performance targets encompass the critical indicators of our Contract Alternative Programs (CAP) success and their need for an ongoing feedback loop. The annual performance targets will measure both best practice and overall school and student performance.
3. These processes will be employed on an annual basis for the next 3 years, to be completed by June of each year. In addition to these processes are annual site visits by MPS CAP administration for staff interviews, classroom observations, curriculum reviewing, and joint discussion with MPS and sites leadership regarding both academic and site data. Additionally, quarterly evaluations in collaboration between site leadership and MPS district staff regarding credit attainment and attendance rates are tabulated, shared and examined for the purpose of optimizing both school and student performance. New supplemental academic support programs that might be developed over the course of the contract term may be included in future evaluations.

Furthermore, CAP will not generally use every benchmark during every kind of renewal review, and how the benchmarks are used differs depending on a school's circumstances. No school should fear that a failure to meet every element of every benchmark means that it is not in a position to make a case for renewal. CAP understands that the performance framework sets a very high standard collectively; as such, perfection on every benchmark is not required to be renewed. Programs will be allowed to add a narrative to all areas being assessed to provide additional information to be used for evaluation.

*The Accountability Plan may be amended at any time with notice and agreement of the school.

Accountability Measures

Part A. Academic Achievement

Goal 1A- At least 70% of students enrolled in grades 9 and 10 in each contract alternative high school will meet or exceed their expected growth goal as measured by the FAST Reading assessment. This measure will only look at those students that were enrolled in the same contract alternative only during either the Fall to Winter or Winter to Spring FAST testing windows.

Goal 2A- At least 70% of students enrolled in grades 9 and 10 in each contract alternative high school will meet or exceed their expected growth goal as measured by the FAST Mathematics assessment. This measure will only look at those students that were enrolled in the same contract alternative only during either the Fall to Winter or Winter to Spring FAST testing windows.

Goal 3A- At least 80% of credits attempted will be earned by students enrolled in each contract alternative high school for any period of time.

Goal 4A- At least 80% of students enrolled in a single contract alternative high school for the majority of the school year (≥ 95 days) will earn 5.375 or more academic credits (on-track).

Goal 5A- At least 80% of graduation-eligible seniors will graduate on time. For the purpose of this measure, we will look at only those students that have a reasonable ability to graduate as determined by their enrollment classification. In calculating the "reasonable ability" measure, it will

be assumed that each contract alternative high school will offer a minimum of 5.375 credits during the school year and a summer school program offering at least 2.5 credits.

Goal 6A- At least 80 percent of continuously enrolled students in grades 9, 10, 11 or 12 will remain on-track for graduation.

Goal 7A- 100% of graduates will have successfully completed all components of the My Life Plan database.

Goal 8A- 75% of students taking advanced courses will achieve a passing score

**Address seniors who need less credit but need to be there longer due to meeting other graduation requirements

Part B. Student Well-Being

Goal 1B- The average daily attendance rate of students enrolled in a single contract alternative high school for the majority of the school year (≥ 95 days) will exceed 90%.

Goal 2B- At least 80% of students enrolled in a contract alternative program will either sustain or improve their average daily attendance rate as compared to each student's previous placement.

Goal 3B- Fewer than 10% of the student body will be suspended at any point in the academic year.

Goal 4B- At least 75% of students that do not graduate or return to a comprehensive high school will be retained.

Goal 5B- Fewer than 16.5% of students attending the school will drop out.

Goal 6B- Utilizing the HOPE, DAP, or other pre-approved survey:

At least 75% of students will report positive or favorable opinions regarding their own personal social and emotional satisfaction with the school.

Part C. Effective Staff

Goal 1C- 0% of classroom teacher vacancies at start of school year

Goal 2C 90% of employee retention

Part D. School Climate

Goal 1D- Utilizing the HOPE, DAP, or other pre-approved survey:

At least 75% of students will report positive or favorable opinions regarding school climate and/or operations.

At least 75% of families surveyed utilizing MPS-issued surveys will agree or strongly agree with measures of school satisfaction.

Exhibit 10 - Mandated Procedures

1. MPS procedures must be followed when suspending all students. For students receiving special education services - consult with your assigned special education teacher prior to suspension.
2. Programs must follow the Pupil Fair Dismissal Act and MPS Discipline policy for suspending and removing students from the program.
3. A suspension form must be completed and entered into MPS reporting system and a district generated suspension letter sent to parent/guardian within 48 hours for any removals one day or longer.
4. A staff member from the school must attend all mandatory MPS meetings and training.
5. Attendance must be taken and properly recorded every day.
6. MPS Student Placement procedures must be followed when accepting new students.
7. Homebound Instructional Services may not be initiated prior to consulting with the Contract Alternative Special Education DPF or Director of Contract Alternative Programs.
8. All registration paperwork must be accurately completed and submitted before a student may start the program. Unaccompanied youth and Homeless and Highly Mobile student's paperwork can be completed and submitted by a MPS DLD.
9. Any police or ambulance involved incidents must be written up and submitted to the Contract Alternative Office within 24 hours. School must immediately call the Director of Contract Alternative programs to report the incident.
10. Administrative Transfer forms must be submitted to the MPS expulsion and transfer office within 24 hours.
11. A background check must be on file for everyone, including volunteers, who have contact with students.
12. A summary of Title I expenditures must be submitted monthly.

*Any of the above procedures, may be amended at any time with notice to the school.

Exhibit A

THE AMOUNT OF SUPPORT IN ACCORDANCE WITH FORMULA SPECIFIED IN MINN. STAT. 124.D.69

The Program VOA has an estimated Average Daily Membership (ADM) or:

64.82	Secondary students
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as a basis for payment under Minn. Stat 12D.69 and amendments.

Grades	Total # of students	Weighting	Weighted Student Number	2023/3034 Revenue	Total Revenue
7-12 Grades	64.82	1.2	77.79	\$653,257	\$653,257

We have used projected enrollment to determine the amount of support. Reconciliation may begin in January 2024 if necessary to reconcile a total amount paid to the school with the total amount due based on actual enrollment. After February 15th, 2024, a final adjustment payment to or refund from the school will be made based on the actual ADMs for 2023-24. A monthly invoice will be submitted to Minneapolis Public Schools to request payment. Actual ADM for eligible students for 2023-24 school-year will determine the final budget allocation.

Compensation for Compensatory Education and Title I funding is in the table below.

Funding Source	Total Dollars	Monthly Allocation (based on 10 Months)
ADMs	\$653,257	\$65,325.70
Compensatory Education	\$245,779	\$24,557.90
Title 1 (Invoice through Funded Programs)	\$2,120 (Title 1 Family) \$84,341 (Title 1 Basic)	Invoiced Monthly
Total Monthly Payments		\$89,903.60

Funding for approved summer school programs will be distributed when the district received the funds from the state (approximately December for the year following summer school). There will be no reimbursement for students 21 and over.

TOTAL AMOUNT TO VOA HIGH SCHOOL \$985,498



MINNEAPOLIS
PUBLIC SCHOOLS

Urban Education. Global Citizens.

MAS-14090 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 Ferndale Market. “Contractor” (collectively “parties”) to provide fresh turkey products to Culinary and Wellness Services.

1 TERM OF CONTRACT

1.1 This Contract is effective on 07/01/2023. 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/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.



MINNEAPOLIS
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Phone: 612.668.0000

www.mpls.k12.mn.us

MAS-

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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 \$125,000.00. 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: Culinary and Wellness Services

Attn: Aaron Krulc

1250 W Broadway

Minneapolis, MN 55411

Email: Aaron.Krulc@mpls.k12.mn.us



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

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CONTRACTOR

NAME: John Peterson
Address: 31659 Willow Trail, Cannon Falls MN 55009.
Phone: 507-263-4556
Email: john@ferndalemarketonline.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 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.

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.

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 Ferndale Market

Signature: _____

Name:
(Printed) John Peterson

Title: Owner

Date: 5/12/23

EXHIBIT A: SCOPE OF WORK

Deliverables:

Fresh turkey and associated products as ordered by CWS Staff

Service Outcome:

-

Method of Evaluation

Products delivered to the satisfaction of designated CWS staff.

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Net 30

[The remainder of this page intentionally left blank.]



MINNEAPOLIS
PUBLIC SCHOOLS

Urban Education. Global Citizens.

MAS-14082 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 Indianhead Foodservice Dist. “Contractor” (collectively “parties”) to provide Broadline Food and Sundry Supplies, at Culinary and Wellness Services.

1 TERM OF CONTRACT

- 1.1 This Contract is effective on 07/01/2023, 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/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.



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MAS-

Page | 1

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 **\$6,000,000.00**. 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: Culinary and Wellness Services

Attn: Aaron Krulc

1250 W Broadway

Minneapolis, MN 55411

Email: Aaron.Krulc@mpls.k12.mn.us

CONTRACTOR

NAME: Jim Kacvinsky

Address: 313 N Hastings Place, Eau Claire, WI 54703

Phone: 715-834-2777 x120

Email: JKacvinsky@callifd.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



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1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

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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 Indianhead Foodservice Dist.

Signature: Jim Kacvinsky

Name:
(Printed) Jim Kacvinsky

Title: Vice President

Date: 5/15/2023

EXHIBIT A: SCOPE OF WORK

Deliverables:

Food and Supplies delivered to CWS sites across the district as required

Service Outcome:

-

Method of Evaluation

Goods delivered to the satisfaction of designated CWS staff.

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Net 30

[The remainder of this page intentionally left blank.]

MAS-14086 CONTRACT FOR SERVICES

(\$25,000+)

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Indrotec, "Contractor" (collectively "parties") to provide Provide temporary labor personnel as requested by CWS operations. to D-Ops-Culinary and Nutrition Services.

1 TERM OF CONTRACT

- 1.1 This Contract is effective on 07/01/2023 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.

3.1 Total Obligation.

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed \$1,000,000.00. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 *Frequency of Invoicing and Terms of Payment.*

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

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

3.3 *Taxes.*

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

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

3.4 *Fund Availability; Federal Funds Contingency.*

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

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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.

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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.

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9 USE OF DISTRICT NAME OR LOGO

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

10 INDEPENDENT CONTRATOR

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

as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

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

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- 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.

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

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

providing services to the District, but shall not name the District as an additional insured to the coverage.

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

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

14 INDEMNIFICATION

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

15 LIMITATION ON LIABILITY

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

16 CONFLICT OF INTEREST/CODE OF ETHICS

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

17 COMPLIANCE WITH LAWS AND DEBARMENT

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

18 TERMINATION

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

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

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

19 RETURN OF DATA

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

District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

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

20 RECORDS MANAGEMENT AND MAINTENANCE

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

21 NOTICES/ADMINISTRATION

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

Special School District No. 1
D-Ops-Culinary and Nutrition Services
Attn: **Bertrand Weber**
1250 W Broadway
Minneapolis, MN 55411
Email: **Bertrand.Weber@mpls.k12.mn.us**
Fax:

Indrotec

Attn: David Hackler

Address: 2335 Hwy 36 W, Suite 300, Roseville, MN 55113_

Email: Dave Hackler <Dave.Hackler@MyDolphinGroup.com>

Fax: 612-977-1402

22 ACKNOWLEDGMENT

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

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

23 NON-WAIVER

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

24 ASSIGNMENT

24.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment,

shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

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

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

26 WARRANTY

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

27 SEVERABILITY

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

28 SURVIVABILITY

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

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: **Ryan (on behalf of BOE) Strack (on behalf of BOE)**
(Printed)

Title: _____

Date: _____

Indrotec

Signature: 

Name: David Hackler
(Printed)

Title: President

Date: 5/12/2023

EXHIBIT A: SCOPE OF WORK

Description of Services and Service Delivery

Temporary labor staff for CWS operations across the district.

Service Outcome

Temporary labor personnel assigned as requested by CWS management

Method of Evaluation

Personnel availability and activity to the satisfaction of designated CWS staff

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

The payment terms are as follows:

Net 30

If there are no exhibits:

This Exhibit and page have been intentionally left blank.



MINNEAPOLIS
PUBLIC SCHOOLS

Urban Education. Global Citizens.

CONTRACT FOR SERVICES – \$25,000 above

This Contract is entered into between Special School District No. 1, “District”, a special school district created and existing under the laws of Minnesota, and **INGCO International** “Contractor” (collectively “parties”) to provide **increase capacity of MPS schools and departments to secure interpreters to all schools. Multilingual, Communications, Engagement and External Relation; Board of Education; Special Education; Early Childhood Education and ECFE; Adult Basic Ed; External Learning to District-wide.**

TERM OF CONTRACT

- 1.1 This Contract is effective on **August 4, 2023** or the date of the last signature of the parties, whichever is later, and shall remain in effect until **June 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.

3.1 Total Obligation



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

Page | 1

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed **\$375,000.00**. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 Frequency of Invoicing and Terms of Payment

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

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

3.3 Taxes.

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

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

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- 7.2 Contractors that provide school-issued devices for student use and directly or indirectly create, receive, or maintain educational data incidental to performing their duties under this Contract shall also sign **Exhibit C** (“Student Data Privacy”). “School-issued devices,” as used herein, refers to hardware or software that is provided to an individual student for that student’s dedicated personal use, and includes devices issued through a one-to-one program.

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.

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- 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.

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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.

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

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

14 INDEMNIFICATION

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

15 LIMITATION ON LIABILITY

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

16 CONFLICT OF INTEREST/CODE OF ETHICS

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

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government.

Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

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

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

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

19 RETURN OF DATA

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

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items

available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

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

Special School District No. 1

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

CONTRACTOR

Ingrid Christensen Phone: **612.605.2766**
Address: **1330 Lagoon Ave, Minneapolis MN 55408**
Email: **ingridc@ingcointernational.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



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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: **Ryan Strack**

(Printed)

Title: Assistant to the Superintendent & Board

Date: _____

CONTRACTOR NAME

Signature:

Name: **Ingrid Christensen**

(Printed)

Title: **President**

Date: _____

Exhibit A:

Deliverables:

**Digital records of form Non-English Speaking Families of MPS students will have timely, accurate information from the school and their children's schools that will allow them to fully support and advocate for their children's academic success. al board interactions
Digital records of graduation ceremonies**

Service Outcome:

Non- English speaking families of MPS will have timely, accurate information from the schools.

Method of Evaluation:

A variety of measures are used; family feedback, accuracy of reports, and fulfillment of interpreting requests, staff training, and customer service. accessibility & existence of the digital records

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Payments will be completed when services are complete.

[The remainder of this page intentionally left blank.]

EXHIBIT C: STUDENT DATA PRIVACY

As used in this exhibit, the term “educational data” shall have the meaning ascribed to it under the Minnesota Government Data Practices Act (“MGDPA”), Minn. Stat. § 13.32 as amended.

1. Contractor acknowledges that all of the data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing the services described in this Contract is subject to the requirements of the MGDPA, Minn. Stat. ch. 13, and Contractor must comply with those requirements as if it were a government entity. Contractor shall be subject to all civil remedies available under the MGDPA, Minn. Stat. § 13.08 as amended, for any violation of these obligations.
2. No educational data created, received, maintained, or disseminated by Contractor pursuant or incidental to this Contract shall become or be considered property of the Contractor. Any such educational data shall remain the property of the District.
3. If educational data maintained by Contractor pursuant or incidental to performance of this Contract are subject to a breach of security of the data, as that term is defined by the MGDPA, Minn. Stat. § 13.055 as amended, Contractor shall, upon discovering such breach, provide the District with all information necessary for the District to fulfill its obligations under the MGDPA.
4. Contractor shall not sell, share, or disseminate educational data, except as permitted under the MGDPA, Minn. Stat. § 13.32 as amended, or as part of a valid delegation or assignment of this Contract, if the terms of the Contract permit delegation or assignment. Any assignee or delegee must separately execute this Exhibit and is bound by the same terms.
5. Contractor shall not use educational data for any commercial purpose, including but not limited to marketing or advertising to a student or parent.
 - a. The term “commercial purpose,” does not include providing the specific services agreed upon in this Contract.
 - b. Contractor may use deidentified aggregate information for the purpose of improving, maintaining, developing, supporting, or diagnosing the Contractor’s site, service, or operation, as long as all direct and indirect identifiers have been removed from the data prior to use.
6. Contractor’s employees, officers, agents, and sub-contractors, if applicable, shall only have access to educational data if authorized.

7. Contractor’s employees, officers, agents, and sub-contractors, if applicable, shall only be authorized to access educational data if such access is necessary to fulfill their official duties in the performance of this Contract.
8. Unless renewal of the Contract is reasonably anticipated, Contractor shall destroy or return all educational data created, received, or maintained pursuant or incidental to the Contract within 90 days of the expiration of this Contract.
9. Contractor shall abide with all the requirements and restrictions of Minn. Stat. § 13.32, as amended, that pertain to or address technology providers. Contractor shall be considered a “technology provider” for purposes of Section 13.32.

BY SIGNING BELOW, CONTRACTOR ACKNOWLEDGES AND AGREES THAT IT UNDERSTANDS THE TERMS OF THIS EXHIBIT, THAT THESE TERMS ARE PART OF ITS CONTRACT WITH THE DISTRICT, AND THAT IT AGREES TO BE BOUND BY AND ABIDE BY THESE TERMS.

[CONTRACTOR NAME]

Signature

Name

Title

Date



MINNEAPOLIS
PUBLIC SCHOOLS

Urban Education. Global Citizens.

CONTRACT FOR SERVICES – \$25,000 above

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

TERM OF CONTRACT

- 1.1 This Contract is effective on **August 4, 2023** or the date of the last signature of the parties, whichever is later, and shall remain in effect until **June 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.

3.1 *Total Obligation*



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District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed **\$241,850.00**. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 Frequency of Invoicing and Terms of Payment

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

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

3.3 Taxes.

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

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

3.4 Fund Availability; Federal Funds Contingency.

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this

Contract is funded in whole or in part with federal funds, District's payment obligations are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

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

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

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

6 BACKGROUND CHECKS

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

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

7 DATA PRIVACY

- 7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.
- 7.2 Contractors that provide school-issued devices for student use and directly or indirectly create, receive, or maintain educational data incidental to performing their duties under this Contract shall also sign **Exhibit C** (“Student Data Privacy”). “School-issued devices,” as used herein, refers to hardware or software that is provided to an individual student for that student’s dedicated personal use, and includes devices issued through a one-to-one program.

8 OWNERSHIP OF MATERIAL

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

9 USE OF DISTRICT NAME OR LOGO

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

10 INDEPENDENT CONTRACTOR

- 10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding,

worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

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

11 WORKER HEALTH, SAFETY AND TRAINING

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

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

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

13 INSURANCE

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

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

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

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

14 INDEMNIFICATION

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

15 LIMITATION ON LIABILITY

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

16 CONFLICT OF INTEREST/CODE OF ETHICS

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

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government.

Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

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

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

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

19 RETURN OF DATA

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

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items

available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

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

Special School District No. 1

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

CONTRACTOR

Language Line Solutions Phone: **612.789.3500**
Address: **1 Lower Ragsdale Drive, Bulldog 2, Monterey, CA 93940**
Email: **kmistry@lamguageline.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



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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: **Ryan Strack**

(Printed)

Title: Assistant to the Superintendent & Board

Date: _____

CONTRACTOR NAME

Signature:

Name: **Bonaventura- A. Cavaliere**

(Printed)

Title: **Chief Financial Officer**

Date: _____

Exhibit A:

Deliverables:

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

Service Outcome:

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

Method of Evaluation:

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

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Payments will be completed when services are complete.

[The remainder of this page intentionally left blank.]

EXHIBIT C: STUDENT DATA PRIVACY

As used in this exhibit, the term “educational data” shall have the meaning ascribed to it under the Minnesota Government Data Practices Act (“MGDPA”), Minn. Stat. § 13.32 as amended.

1. Contractor acknowledges that all of the data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing the services described in this Contract is subject to the requirements of the MGDPA, Minn. Stat. ch. 13, and Contractor must comply with those requirements as if it were a government entity. Contractor shall be subject to all civil remedies available under the MGDPA, Minn. Stat. § 13.08 as amended, for any violation of these obligations.
2. No educational data created, received, maintained, or disseminated by Contractor pursuant or incidental to this Contract shall become or be considered property of the Contractor. Any such educational data shall remain the property of the District.
3. If educational data maintained by Contractor pursuant or incidental to performance of this Contract are subject to a breach of security of the data, as that term is defined by the MGDPA, Minn. Stat. § 13.055 as amended, Contractor shall, upon discovering such breach, provide the District with all information necessary for the District to fulfill its obligations under the MGDPA.
4. Contractor shall not sell, share, or disseminate educational data, except as permitted under the MGDPA, Minn. Stat. § 13.32 as amended, or as part of a valid delegation or assignment of this Contract, if the terms of the Contract permit delegation or assignment. Any assignee or delegee must separately execute this Exhibit and is bound by the same terms.
5. Contractor shall not use educational data for any commercial purpose, including but not limited to marketing or advertising to a student or parent.
 - a. The term “commercial purpose,” does not include providing the specific services agreed upon in this Contract.
 - b. Contractor may use deidentified aggregate information for the purpose of improving, maintaining, developing, supporting, or diagnosing the Contractor’s site, service, or operation, as long as all direct and indirect identifiers have been removed from the data prior to use.
6. Contractor’s employees, officers, agents, and sub-contractors, if applicable, shall only have access to educational data if authorized.

7. Contractor’s employees, officers, agents, and sub-contractors, if applicable, shall only be authorized to access educational data if such access is necessary to fulfill their official duties in the performance of this Contract.
8. Unless renewal of the Contract is reasonably anticipated, Contractor shall destroy or return all educational data created, received, or maintained pursuant or incidental to the Contract within 90 days of the expiration of this Contract.
9. Contractor shall abide with all the requirements and restrictions of Minn. Stat. § 13.32, as amended, that pertain to or address technology providers. Contractor shall be considered a “technology provider” for purposes of Section 13.32.

BY SIGNING BELOW, CONTRACTOR ACKNOWLEDGES AND AGREES THAT IT UNDERSTANDS THE TERMS OF THIS EXHIBIT, THAT THESE TERMS ARE PART OF ITS CONTRACT WITH THE DISTRICT, AND THAT IT AGREES TO BE BOUND BY AND ABIDE BY THESE TERMS.

[CONTRACTOR NAME]

Signature

Name

Title

Date

**AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND
Legal Rights Center**

This Amendment ("Amendment") to the Contract between Special School District No. 1 and Legal Rights Center dated 5/18/2023 ("Contract") is made and entered into by and between Special School District No.1 ("District") and Legal Rights Center ("Contractor") (collectively "parties").

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law ("District") and Legal Rights Center ("Contractor") entered into a contract titled CONTRACT FOR SERVICES for a period between 8/1/2021 through 6/30/2026 ("Contract"), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: 4400001071

1. *Original contract amount:* \$668,000
2. *Accumulative contract amount:* \$908,207.58

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

Section: 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 Legal Rights Center-Restorative Justice 3.1Total Obligation. District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed \$908,207.58 Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

Description: Legal Rights Center- Restorative Justice Program 2023-24 Minneapolis Public Schools Additional Supports and training with MPS leadership.

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

(The remainder of this page intentionally left blank.)

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name:

Title: Click or tap here to enter text.

Date: _____

The legal Rights Center :

Signature: M Eban

Name: Malaika Eban

Title: Executive Director

Date: May 30, 2023



MINNEAPOLIS
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COMMUNITY PARTNER CONTRACT FOR SERVICES (\$25,000+)

This Contract is entered into between Special School District No. 1, “District”, a special school district created and existing under the laws of Minnesota, and **Maxim Healthcare Staffing Services, Inc.** “Contractor” (collectively “parties”).

1. TERM OF CONTRACT

- 1.1. This Contract is effective on **7/1/23** or the date of the last signature of the parties, whichever is later, and shall remain in effect until **8/1/24** 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.



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3.1. Total Obligation.

3.2. District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed \$2,000,000. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.3. 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.

3.4. 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.



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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.

3.5. 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



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- 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.
- 7.2. Contractors that provide school-issued devices for student use and directly or indirectly create, receive, or maintain educational data incidental to performing their duties under this Contract shall also sign Exhibit C (“Student Data Privacy”). “School-issued devices,” as used herein, refers to hardware or software that is provided to an individual student for that student's dedicated personal use, and includes devices issued through a one-to-one program

8. STUDENT DATA

- 8.1. Contractors who require access to student data agree to the following:
 - 8.1.1. Contractors agree to attend District provided training on data privacy at least one time per year and follow District processes to obtain data.

- 8.1.2. Contractors will obtain a District release of information on each individual student, and access information solely through the District's Community Partner Portal. Releases of information are accepted on an ongoing basis.
- 8.1.3. Contractors needing basic, de-identified and aggregate student data, as defined by the District, must contact Partnership Evaluation (partnership.evaluation@mpls.k12.mn.us). Basic reports are subject to a fee.
- 8.1.4. Contractors needing data for research or evaluation must contact the District's Research, Evaluation and Assessment (<http://rea.mpls.k12.mn.us>) and follow the applicable processes. Requests are also subject to a fee.
- 8.1.5. Contractors applying for grants that need District student data for reporting purposes are required to contact Resource Development and Innovation (<http://rdi.mpls.k12.mn.us>) for a letter of support and approval.
- 8.2. If Contractor has been hired to do work as an agent for the District, Contractor agrees that when it receives data it shall do the following:
 - 8.2.1. Ensure that all student/family information will be treated as confidential information. Such information will not be discussed, shared or released unless needed to perform the task for which Contractor was selected;
 - 8.2.2. Ensure that no copies of data are made. If copies are made, all copies must be shredded or returned to the District;
 - 8.2.3. Establish policies and procedures to protect the confidentiality of the data;
 - 8.2.4. Securely destroy all data at the end of the Contract or within one year if the data is needed;
 - 8.2.5. Inform the District, in writing, about any data breach that occurs (letter must include specific information about what happened, when, and proposed method for resolving the issue);
 - 8.2.6. Allow the district to review and approve any reported results, prior to public distribution.

9. USE OF DISTRICT SPACE

- 9.1. Contractor agrees that if it will be using District space it will obtain a lease, license or permit. If such lease, license or permit is terminated or revoked, the District shall also have the right, at its discretion, to terminate this contract without regard to notices required herein.

10. USE OF DISTRICT NAME OR LOGO

- 10.1. 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.

11. MALTREATMENT OF MINORS REPORTING ACT

- 11.1. Contractor shall comply with all of the provisions of the Maltreatment of Minors Reporting Act, Minn. Stat. § 626.556.

12. PROFESSIONAL STANDARDS OF BEHAVIOR

- 12.1. Contractor shall maintain professional standards of behavior under the leadership and guidance of the building principal or site administrator.

13. OWNERSHIP OF MATERIAL

- 13.1. 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.

14. INDEPENDENT CONTRACTOR

- 14.1. 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.
- 14.2. 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



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contesting or defending against any responsibility therefore which is asserted against District to the extent permitted by law.

15. WORKER HEALTH, SAFETY AND TRAINING

15.1. 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.

16. BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

16.1. 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.

17. INSURANCE

17.1. 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.

17.2. 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 Director's and Officer's Errors and Omissions and 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 as the coverage. Contractor shall provide all such certificates to District.



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- 17.3. 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.
- 17.4. 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 canceled.

18. INDEMNIFICATION

- 18.1. 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. This shall not apply injuries, claims, damages, or loss caused by the intentional, willful, or wanton acts of District.

19. LIMITATION ON LIABILITY

- 19.1. 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.

20. CONFLICT OF INTEREST/CODE OF ETHICS

- 20.1. 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.

21. COMPLIANCE WITH LAWS AND DEBARMENT

- 21.1. 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



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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.

22. TERMINATION

- 22.1. 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 receipt of notice of termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.
- 22.2. 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. In this event, District will not be liable for any amounts; but Contractor shall be liable to District for all losses, damages, and expenses. including, without limitation, the excess cost of recouping similar goods or services; shipping charges for any items District may at its option return to Contractor, including items already delivered, but for which District no longer has any use because of Contractor's default; and amounts paid by District for any items District has received but returns to Contractor. 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.
- 22.3. 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, equity or statute. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

23. RETURN OF DATA

- 23.1. 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



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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.

24. RECORDS MANAGEMENT AND MAINTENANCE

24.1. 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.

25. NOTICES/ADMINISTRATION

25.1. 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

Name of the District Signer: Ryan Strack

Title: Assistant to the Superintendent and School Board

Email: ryan.strack@mpls.k12.mn.us

Partner

Name: Eric Lynch.

Email: erlynch@maximstaffing.com



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26. ACKNOWLEDGMENT

- 26.1. 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.
- 26.2. 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.

27. NON-WAIVER

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

28. ASSIGNMENT

- 28.1. 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.

29. CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

- 29.1. This Contract shall be construed under Minnesota law (without regard for choice of law considerations) and the policies and procedures of the District, as amended from



time to time. 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.

30. WARRANTY

30.1. 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 to the extent permitted by law. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

31. SEVERABILITY

31.1. 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.

32. SURVIVABILITY

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

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: Ryan Strack

Title: Assistant to the Superintendent and School Board

Date: _____

PARTNER

By: _____

Name: Eric Lynch

Title: Assistant Controller

Email: erlynch@maximstaffing.com

Phone: 410-910-2149

Date: _____



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EXHIBIT A: PROGRAMMING PROVIDED

Description of Program and Delivery:

(a) Staffing. Maxim is responsible for recruiting, screening, and hiring its Personnel as set forth herein to provide temporary staffing Services to District, with such Services provided by Personnel under District's management and supervision at a Site or in an environment controlled by District Maxim will use its best efforts to provide Personnel who shall perform Services in accordance with the terms of this Agreement, Services include School Health Services, Related Services, and/or Special Education Services.

Maxim will supply the District with School Health, Related Services, and/or Special Education Services Personnel requested who meet the following criteria, if the role involves the provision of health and mental health services. Maxim will

- a. Conduct a criminal background screening in accordance with applicable law
- b. Verify current license, registration or certifications, including CPS, for the services to be provided, if applicable to role
- c. Skill assessment checklist of competencies for the position and an exam, if applicable
- d. Verify that a current Tuberculosis (TB) test or screening is on file
- e. Verify relevant professional and specialty expertise as requested by District
- f. Receive employment verification
- g. Confirm Personnel are authorized to work
- h. Perform federal exclusion and abuse check(s) including but not limited to, List of Excluded Individuals/Entities (LEIE) and the Excluded Parties List System (EPLS) and the National Sex Offender registry.

Maxim will provide Personnel specific to the requirements provided by the District following receipt of the BIP, IEP, IHP or 504 Plan (the "Plan"), as applicable, from the District. Maxim will use its best efforts to provide Personnel who meet the qualifications as specified by the District and shall perform services in accordance with the terms of this Agreement. District Shall provide Maxim with the skill level, experience and services to be provided by Personnel to any student(s). Maxim will provide Board of Social Work licensure supervision, if required.

(b) Distance Learning Service(s). District may request Personnel to provide services off-site, including, but not limited to remote services and/or in-home services at a student's location ("Distance Learning Service(s)") due to District school closings and/or delays. District is responsible for overseeing and directing placement outside of school for Distance Learning Service if requested. District will provide supplies and resources needed to implement Distance Learning Services and its own expense. District is responsible for maintaining a safe environment for all Distance Learning Services.



(c) Right to Dismiss. If at any time the District, in its reasonable judgment, determines that the staffing Services provided any Personnel provided hereunder is inadequate, unsatisfactory or has failed to comply with Districts rules, regulations, or policies, District shall immediately advise Maxim. Maxim will remove Personnel from the District's Site as requested. District will cooperate with Maxim and provide reasonable detail(s) for the dismissal.

Service Outcome:

Skilled nurses, school social workers, and school counselors provide duties under the scope of licensure in the state of Minnesota. Contracted positions will fill vacancies in MPS staffing at school sites.

Method of Evaluation

Agency will provide statistics on candidate conversions (presented to submitted, presented to offers made, presented to full placement, and presented to work), candidate fall off, and feedback time by month.



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EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

The payment terms are as follows: Payment terms are on an hourly basis. Nursing rates will not exceed \$88/hour for Licensed School Nurses, \$83/hour for Registered Nurses (RNs) and \$63/hour for Licensed Practical Nurses. Rates for School Social workers shall not exceed \$75/hour. Rates for School Counselors shall not exceed \$80/hour.

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EXHIBIT C: STUDENT DATA PRIVACY

As used in this exhibit, the term “educational data” shall have the meaning ascribed to it under the Minnesota Government Data Practices Act (“MGDPA”), Minn. Stat. § 13.32 as amended.

1. Contractor acknowledges that all of the data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing the services described in this Contract is subject to the requirements of the MGDPA, Minn. Stat. ch. 13, and Contractor must comply with those requirements as if it were a government entity. Contractor shall be subject to all civil remedies available under the MGDPA, Minn. Stat. § 13.08 as amended, for any violation of these obligations.
2. No educational data created, received, maintained, or disseminated by Contractor pursuant or incidental to this Contract shall become or be considered property of the Contractor. Any such educational data shall remain the property of the District.
3. If educational data maintained by Contractor pursuant or incidental to performance of this Contract are subject to a breach of security of the data, as that term is defined by the MGDPA, Minn. Stat. § 13.055 as amended, Contractor shall, upon discovering such breach, provide the District with all information necessary for the District to fulfill its obligations under the MGDPA.
4. Contractor shall not sell, share, or disseminate educational data, except as permitted under the MGDPA, Minn. Stat. § 13.32 as amended, or as part of a valid delegation or assignment of this Contract, if the terms of the Contract permit delegation or assignment. Any assignee or delegee must separately execute this Exhibit and is bound by the same terms.
5. Contractor shall not use educational data for any commercial purpose, including but not limited to marketing or advertising to a student or parent.
 - a. The term “commercial purpose,” does not include providing the specific services agreed upon in this Contract.
 - b. Contractor may use deidentified aggregate information for the purpose of improving, maintaining, developing, supporting, or diagnosing the Contractor’s site, service, or operation, as long as all direct and indirect identifiers have been removed from the data prior to use.
6. Contractor’s employees, officers, agents, and sub-contractors, if applicable, shall only have access to educational data if authorized.
7. Contractor’s employees, officers, agents, and sub-contractors, if applicable, shall only be authorized to access educational data if such access is necessary to fulfill their official duties in the performance of this Contract.



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8. Unless renewal of the Contract is reasonably anticipated, Contractor shall destroy or return all educational data created, received, or maintained pursuant or incidental to the Contract within 90 days of the expiration of this Contract.
9. Contractor shall abide with all the requirements and restrictions of Minn. Stat. § 13.32, as amended, that pertain to or address technology providers. Contractor shall be considered a “technology provider” for purposes of Section 13.32.

BY SIGNING BELOW, CONTRACTOR ACKNOWLEDGES AND AGREES THAT IT UNDERSTANDS THE TERMS OF THIS EXHIBIT, THAT THESE TERMS ARE PART OF ITS CONTRACT WITH THE DISTRICT, AND THAT IT AGREES TO BE BOUND BY AND ABIDE BY THESE TERMS.

[CONTRACTOR NAME]

Signature

Name

Title

Date



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EXHIBIT D. AGREEMENT FOR AGENCY NURSING IN THE SCHOOL SETTING

This Agreement, entered into this July 1, 2022 by and between Minneapolis Public School/Special School District #1 (hereinafter referred to as the “School District”), 1250 W. Broadway Ave. Minneapolis, MN 55411-2533, and Maxim Healthcare Staffing Services Inc. (“Agency”), 8421 Wayzata Blvd Suite 320 Golden Valley, MN 55426.

WHEREAS, the School District has determined that it is necessary to retain the services of a qualified agency to attain nursing services to be provided

WHEREAS, the Agency is duly qualified to perform professional nursing services including, but not limited to, catheterization, gastrostomy care and medication administration.

NOW, THEREFORE, the parties agree as follows:

1. The Agency shall provide the following services:
 - a. A qualified nurse to provide nursing care for students at the assigned school. The contracted nursing services will be provided consistent with licensed healthcare provider orders and plan of care.
 - b. Supervision of the nurses will be the responsibility of the Agency, including verification of licensure, background checks and evidence of insurance, including general liability, automobile liability and professional error/omissions. Copies of these documents will be provided to the School District prior to the beginning of the Agreement.
 - c. The Agency will not send student nurses to this assignment.
 - d. Agency nurses will document all care provided.

2. The service will begin on July 1, 2023 and shall not extend beyond August 1, 2024

3. The School District shall make payments for the services rendered to the Agency on a weekly basis based on actual claims submitted for days worked on-site per the current School/Health Support duty year calendar. The rate of pay shall be \$88 per hour for Licensed School Nurse (LSN), \$83 per hour Registered Nurse (RN) and \$63 per hour for Licensed Practical Nurse (LPN) coverage. All payments will be provided to the Agency within 30 days of service.

4. The School District shall monitor the services of the Agency as follows:
 - a. The Student Services Department (Attn: Sharifa Urey) for the School District shall receive copies of all invoices for payment.
 - b. The Health Service Director (attn: Amber Spaniol, RN, PHN Licensed School Nurse) shall have access to required items for review as needed



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5. The Agency will abide by all School District policies regarding nondiscrimination, harassment, data privacy and other School District policies and state statutes, including Minn. Stat. sec. 16C.05, subd. 5.
6. The School District shall not request the Agency nurse to provide medical services of any type to any other staff or visitors.
7. Either party may terminate this Agreement with a four-week written notice.

BY SIGNING BELOW, CONTRACTOR ACKNOWLEDGES AND AGREES THAT IT UNDERSTANDS THE TERMS OF THIS EXHIBIT, THAT THESE TERMS ARE PART OF ITS CONTRACT WITH THE DISTRICT, AND THAT IT AGREES TO BE BOUND BY AND ABIDE BY THESE TERMS.

[CONTRACTOR NAME]

Signature

Name

Title

Date



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**AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND
Maxim Healthcare Services**

This Amendment (“Amendment”) to the Contract between Special School District No. 1 and Maxim Healthcare Services dated 7/1/2022 (“Contract”) is made and entered into by and between Special School District No.1 (“District”) and Maxim Healthcare Services (“Contractor”) (collectively “parties”).

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law (“District”) and Maxim Healthcare Services (“Contractor”) entered into a contract titled CONTRACT FOR SERVICES for a period between 7/1/2022 through 6/30/2023 (“Contract”), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: 4400001418

1. *Original contract amount:* \$47,500
2. *Accumulative contract amount:* \$522,000.

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

Section: 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 Maxim Healthcare Services, “Contractor” (collectively “parties”) to provide skilled nursing services to fulfill nursing care and duties under scope of nurse licensure in the state of Minnesota.

Total Obligation. District’s total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed \$4450,000. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract

Description: To provide skilled nursing services to fulfill nursing care and duties under scope of nurse licensure in the state of Minnesota through 8/03/2023

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

(The remainder of this page intentionally left blank.)

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Aimee Fearing

Title: Senior Academic Officer

Date: _____

Maxim Healthcare Services:

Signature: _____

Name: Brandan McGee

Title: Assistant Controller

Date: _____

CONTRACT FOR SERVICES

(\$25,000+)

This Contract is entered into between Special School District No. 1, “District”, a special school district created and existing under the laws of Minnesota, and Mansfield Oil Company, “Contractor” (collectively “parties”) to provide Fuel for District Vehicles to D-Ops-Transportation.

1 *TERM OF CONTRACT*

- 1.1 This Contract is effective on 07/01/2023 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.

3.1 *Total Obligation.*

District’s total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed \$500,000.00. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 *Frequency of Invoicing and Terms of Payment.*

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

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

3.3 *Taxes.*

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

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

3.4 *Fund Availability; Federal Funds Contingency.*

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

4 GENERAL TERMS AND CONDITIONS

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

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

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

6 BACKGROUND CHECKS

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

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

7 DATA PRIVACY

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

8 OWNERSHIP OF MATERIAL

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

9 USE OF DISTRICT NAME OR LOGO

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

10 INDEPENDENT CONTRATOR

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

as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

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

11 WORKER HEALTH, SAFETY AND TRAINING

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

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

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

13 INSURANCE

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

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

providing services to the District, but shall not name the District as an additional insured to the coverage.

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

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

14 INDEMNIFICATION

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

15 LIMITATION ON LIABILITY

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

16 CONFLICT OF INTEREST/CODE OF ETHICS

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

17 COMPLIANCE WITH LAWS AND DEBARMENT

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

18 TERMINATION

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

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

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

19 RETURN OF DATA

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

District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

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

20 RECORDS MANAGEMENT AND MAINTENANCE

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

21 NOTICES/ADMINISTRATION

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

Special School District No. 1
D-Ops-Transportation
Attn: Lisa Beck
1250 W Broadway
Minneapolis, MN 55411
Email: lisa.beck@mpls.k12.mn.us
Fax:

Mansfield Oil Company

Attn: _____

Address: _____

Email: _____

Fax: _____

22 ACKNOWLEDGMENT

22.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to 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.

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

23 NON-WAIVER

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

24 ASSIGNMENT

24.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment,

shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

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

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

26 WARRANTY

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

27 SEVERABILITY

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

28 SURVIVABILITY

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

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: Senior Finance & Operations Officer (Printed)

Title: _____

Date: _____

Mansfield Oil Company

By:  _____
Tom Horvatits (May 8, 2023 07:33 CDT)

Name: **Tom Horvatits** _____
(Printed)

Title: **SVP, Sales** _____

Date: **5/04/2023** _____

EXHIBIT A: SCOPE OF WORK

Description of Services and Service Delivery

Diesel and Unleaded Fuel for MPS district vehicles. State Contract Release: # F-529

Service Outcome

As in the past years, the State works with cities, Municipalities and school districts to define the strategy to bid fuel. Both the types and quantities of fuel for the next year are included. The State bids the total volume and secures pricing for the various types of fuel. After receiving the bids, each member of the participating group decides if they want to use the contract for the following year. The State offers a cost effective "Spot fuel" price which is used when fuel needs exceeds the contracted quantities

Method of Evaluation

Joint Powers Committee reviews contract annually

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

The payment terms are as follows:

If there are no exhibits:

This Exhibit and page have been intentionally left blank.

AGENCY PREPAID TRANSIT FARE AGREEMENT

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

RECITALS:

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

Eligible Charitable Organization (ECO)

Fares Program

Job Seeker Program

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

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

- 5. **Term.** This Agreement is effective upon execution by the Parties’ authorized representatives. Either Party may terminate this Agreement at any time, for any reason, upon 30 days’ written notice to the other Party. This Agreement will terminate immediately if the Agency is no longer eligible to participate in the program according to the Program Requirements. Upon termination, the Agency will pay for all undisputed, outstanding invoices within 30 days after the effective date of termination, or within 30 days after the date of receipt of an undisputed invoice, whichever is later.
- 6. **Record Keeping.** The Agency shall maintain accurate and complete records and accounts of the sale and distribution of all Transit Fares. Pursuant to Minnesota Statutes section 16C.05 the records, accounts, and accounting practices of the Agency that are relevant to this Agreement are subject to examination by the Council or the State Auditor for a minimum of six years.
- 7. **Assignment Prohibited.** The Agency may not assign this Agreement, or any Transit Fares obtained pursuant to this Agreement, to a new owner without prior written approval from the Council. The Agency must notify the Council in writing at least 30 days prior to an ownership change. This Agreement will terminate automatically if Agency ownership changes, unless the Council has approved the assignment of this Agreement and any related Transit Fares in writing.
- 8. **Legal Compliance.** The Agency must comply with all applicable federal, state, and local laws. This Agreement shall be governed by and construed according to the laws of the State of Minnesota, without reference to its conflict of law provisions.
- 9. **No Employment Relationship.** Nothing in this Agreement shall be construed to create an employment relationship between the Parties and their respective officers, employees, and agents.
- 10. **Complete Agreement.** This Agreement constitutes the complete and final agreement between the Parties and supersedes all oral agreements and negotiations between the Parties relating to the subject matter of this Agreement. Any modification to this Agreement must be made in a writing signed by the Parties’ authorized representatives. One or more waivers by one Party of any provision, term, condition, or covenant shall not be construed by the other Party as a waiver of a subsequent breach of the same by the other Party.

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

METROPOLITAN COUNCIL

Dennis Dworshak

**Dennis Dworshak
Senior Manager, Metro Transit**

Date: 5/16/2023

AGENCY

By: _____
Its: _____

Date: _____

Contact Person: Dawn Schnickel
Address:
MPS Transportation Department
1001 2nd Ave. N, MPLS MN 55405
Telephone: 612-668-2330
Email: dawn.schnickel@mpls.k12.mn.us

ATTACHMENT

PROGRAM REQUIREMENTS

Fares Program

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

Program Rate: Cash Value Price

Eligible Individuals: Agency participants, defined as: _____

Requirements:

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

Jobseeker Program

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

Program Rate: 50% Discount from Cash Value Price

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

Requirements:

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

Eligible Charitable Organization Program

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

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

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

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

Eligible Individuals: Only Homeless Individuals as defined above

Requirements:

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

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

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



MINNEAPOLIS
PUBLIC SCHOOLS

Urban Education. Global Citizens.

MAS-14087 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 Pan o Gold. “Contractor” (collectively “parties”) to provide Fresh bread delivery to CWS sitest.

1 TERM OF CONTRACT

- 1.1 This Contract is effective on 07/01/2023, 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/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 **\$150,000.00**. This total is subject to mutually agreed upon amendment based on actual business need. 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.

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- 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.

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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 and Wellness Services

Attn: Aaron Krulc

1250 W Broadway

Minneapolis, MN 55411

Email: Aaron.Krulc@mpls.k12.mn.us

CONTRACTOR

NAME: Blake Alton Phillips

Address: 3200 Ranchview Land, Plymouth MN, 55447.

Phone: 765-559-1515

Email: Baltonphillips@panogold.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 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.

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

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Page | 9

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: _____

Pan o Gold

Signature: 

Name:
(Printed) Blake Altan Phillips

Title: VP of Sales

Date: 4-19-2023



EXHIBIT A: SCOPE OF WORK

Deliverables:

Fresh bread as ordered by CWS staff

Service Outcome:

-

Method of Evaluation

Product delivered to the satisfaction of CWS staff

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Net 30

[The remainder of this page intentionally left blank.]



MINNEAPOLIS
PUBLIC SCHOOLS

Urban Education. Global Citizens.

MAS-14083 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 Russ Davis Wholesale, “Contractor” (collectively “parties”) to provide fresh whole and processed produce, at Culinary and Wellness Services.

1 TERM OF CONTRACT

- 1.1 This Contract is effective on 07/01/2023, 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/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 \$2,000,000.00. 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.

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Special School District No. 1

Division: Culinary and Wellness Services

Attn: Aaron Krulc

1250 W Broadway

Minneapolis, MN 55411

Email: Aaron.Krulc@mpls.k12.mn.us

CONTRACTOR

NAME: Derek Nelson.

Address: 1940 Ridgeway St, Hammond, WI 54015

Phone: 651-645-2720.

Email: dnelson@russdaviswholesale.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 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.

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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 Russ Davis Wholesale

Signature: Derek Nelson

Name:
(Printed) Derek Nelson

Title: Sales Manager

Date: 5/16/2023

EXHIBIT A: SCOPE OF WORK

Deliverables:

Supply and process produce for CWS as requested by CWS staff

Service Outcome:

-

Method of Evaluation

Product delivered to the satisfaction of designated CWS staff

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Net 30

[The remainder of this page intentionally left blank.]



Capital Planning, Construction & Maintenance Department
Construction Contract Change Order Cover Sheet

		Request Date	5/15/2023
Project Name	FY20 Anthony Student Safety Improvements Proj	Project Number	20ANTH001
Contractor Name	Stahl Construction Company	Substantial Completion Date:	8/25/2024
Board Authorized Amount	\$ 2,854,500.00	Board Authorized Date	3/8/2022
Original Contract Amount	\$ 2,595,000.00	Contract Date:	1/18/2022

MAS# 13466

Summary of Change Orders		
Change Order #1	\$ 64,637.00	
Change Order #2	\$ 160,674.36	1 yr delay cost for Stahl's subcontractors
Change Order #3	\$ -	GC delay charges for storage
Change Order #4	\$ -	
Change Order #5	\$ -	
Change Order #6	\$ -	
Change Order #7	\$ -	
Change Order #8	\$ -	
Change Order #9	\$ -	
Change Order #10	\$ -	
Total of Change Orders		\$ 225,311.36

AMOUNT OF THIS CHANGE ORDER #	3	\$ 72,584.00
--------------------------------------	----------	---------------------

Total Amount of Change Orders to Date **\$ 297,895.36**

REVISED CONTRACT AMOUNT \$ 2,892,895.36
REVISED BOARD AUTHORIZED AMOUNT \$ 3,087,758.36
 Revised Date of Substantial Completion 8/25/2024
 Date of Requested Board Action 6/13/2023

Reviewed By: _____ Date: _____
 Capital Planning & Construction

Approved By: *[Signature]* Date: 6/1/2023
 Executive Director, CPCM

Reviewed by: *Girish Bhatnagar* Date: 6/2/2023
 Director of Contracts and Payroll

Approved By: _____ Date: _____
 Senior Finance & Operations Officer



AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
MPS Anthony MS Entry Project
5757 Irving Avenue South

CONTRACT INFORMATION:
Contract For: General Construction
Date: January 18, 2022

CHANGE ORDER INFORMATION:
Change Order Number: 003
Date: May 30, 2023

OWNER: *(Name and address)*
Minneapolis Public Schools
1250 West Broadway Avenue
Minneapolis, MN 55411

ARCHITECT: *(Name and address)*
TKDA
444 Cedar Street Suite 1500
Saint Paul, MN 55101

CONTRACTOR: *(Name and address)*
Stahl Construction
861 E Hennepin Ave Suite 200
Minneapolis, MN 55414

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.)

CE No.019 Added General Conditions for Timeline Change

As a follow up to Change Order No.002, Stahl is requesting payment for added general conditions for timeline change from summer 2022 & 2023 to summer 2023 & 2024. This change is binding for costs and time changes related to construction and completion of the Phase I and Phase II of the project. Please see attachments for additional information.

The original Contract Sum was	\$	2,595,000.00
The net change by previously authorized Change Orders	\$	225,311.36
The Contract Sum prior to this Change Order was	\$	2,820,311.36
The Contract Sum will be increased by this Change Order in the amount of	\$	72,584.00
The new Contract Sum including this Change Order will be	\$	2,892,895.36

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be one calendar year from the original date.

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.

TKDA

ARCHITECT *(Firm name)*

Steve D. Foss
SIGNATURE

Steve D. Foss, PLA, Project Manager
PRINTED NAME AND TITLE

May 30, 2023

DATE

Stahl Construction

CONTRACTOR *(Firm name)*

Rich LaVoy
Digitally signed by Rich LaVoy
DN: c=US,
e=Rich.LaVoy@stahlconstruction.com, ou=Telecon,
cn=Rich LaVoy
Date: 2023.05.30 08:14:46 -0500

SIGNATURE

Rich Lavoy, Project Manager
PRINTED NAME AND TITLE

DATE

Minneapolis Public Schools

OWNER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE



Stahl Construction Company
 861 E. Hennepin Avenue, Suite 200
 Minneapolis, Minnesota 55414
 P: (952) 931-9300

Project: 401440-22 - Anthony Middle School New Safe & Welcoming Entry
 5757 Irving Avenue South
 Minneapolis, Minnesota 55419

CHANGE EVENT #019 - Added General Conditions For Timeline Change

Origin:

Date Created: 5/8/2023

Created By: Rich Lavoy

Status: Open

Scope: Out of Scope

Type: Owner Change

Change Reason: Client Request

Description:

Attachments:

CHANGE EVENT LINE ITEMS

Budget Code	Vendor / Contract	Prime PCO	ROM	RFQ	Commit.	Budget Mod.
01-1016-__-L Project Manager.LABOR	Stahl Construction Company	\$72,584.00	\$72,584.00			
Description: General Conditions						
90-0000-__-.FEE Fee.FEE		\$0.00				
Grand Totals		\$72,584.00	\$72,584.00	\$0.00	\$0.00	\$0.00



Update Schedule of Values for Added Funding Request.
 Project # 401440-22
 Date: 5-12-2023

Completed By: Rich LaVoy

Descriptions	Phase 1 Total	Base Bid Totals		Change Order 1	Time Delay Change Order		Total Line Item
		Phase Two Total	Base Bid Total		Change Order 2	Change Order 3	
Bonds, Permits, Mobilization	35,000.00	15,000.00	50,000.00				50,000.00
General Conditions	324,158.00	98,219.00	421,867.00	3,280.00	7,516.16	72,584.00	505,247.16
Final Clean	2,247.00	962.00	3,209.00				3,209.00
Gorman - Survey	4,745.00		4,745.00				4,745.00
TR Concrete - Cast In Place Concrete	170,240.00	72,960.00	243,200.00	38,862.00	15,992.00		298,054.00
Surface Pros - Polished Concrete Floors	8,219.00	3,522.00	11,741.00				11,741.00
John Foley Masonry - Masonry	70,950.00	30,401.00	101,351.00		6,684.00		108,035.00
Linceo Fab - Metals	171,409.00	73,461.00	244,870.00	2,170.00			247,040.00
Tekton - Rough Carpentry	77,070.00	33,340.00	110,410.00		5,265.00		115,675.00
Performance Foam - Dampproofing/Waterproofing	8,674.00		8,674.00				8,674.00
Innovative Bldg Concepts - Metal Panels	125,900.00		125,900.00		15,377.33		141,277.33
Carnacho - Membrane Roofing	47,710.00		47,710.00		5,200.12		52,910.12
Carciolini - Joint Sealants	15,477.00	6,630.00	22,107.00		1,275.00		23,382.00
Bowman's - Doors/Frames/Hardware	66,500.00	28,500.00	95,000.00	7,217.00	28,728.00		130,945.00
Crawford Doors - Coiling Doors	8,820.00		8,820.00		983.12		9,803.12
Capital City Glass - Glass/Glazing	130,995.10	43,644.90	174,640.00		2,756.63		177,396.63
Pinnacle Wall - Drywall	55,000.00	23,500.00	78,500.00		5,500.00		84,000.00
Jannings - Acoustical Ceilings	5,642.00	2,418.00	8,060.00		3,400.00		11,460.00
Quality Cleaning - Flooring Treatment	10,760.00		10,760.00				10,760.00

Centennial Flooring - Resilient Flooring	7,620.00	4,610.00	12,230.00			860.00		13,090.00
Advanced Terrazzo - Terrazzo Flooring	3,150.00	1,350.00	4,500.00			280.00		4,780.00
Wäsche - Painting/Coatings	22,050.00	9,420.00	31,470.00			2,210.00		33,680.00
Niche Visual - Signage	19,246.00		19,246.00					19,246.00
Bartley Sales - Fire Protection	2,716.00		2,716.00					2,716.00
Janish - Solid Surface Countertops	3,720.00	1,585.00	5,305.00	295.00				5,600.00
Midwest Fire - Fire Suppression	32,000.00	13,575.00	45,575.00			7,196.00		52,771.00
Cool Air - HVAC/Mechanical	182,400.00	99,900.00	282,300.00			27,600.00		309,900.00
Northern Air - Electrical/Interior Sign	207,000.00	88,000.00	295,000.00			5,931.00		300,931.00
TR Concrete - Earthwork	75,000.00	31,400.00	106,400.00	12,813.00		14,420.00		133,633.00
Springfall - Landscaping	15,194.00	3,500.00	18,694.00			3,500.00		22,194.00
								0.00
			2,595,000.00	64,637.00		160,674.36	72,584.00	2,892,895.36



MINNEAPOLIS
PUBLIC SCHOOLS

Urban Education. Global Citizens.

COMMUNITY PARTNER CONTRACT FOR SERVICES (\$25,000+)

This Contract is entered into between Special School District No. 1, “District”, a special school district created and existing under the laws of Minnesota, and **Stepping Stones Group** “Contractor” (collectively “parties”).

1. TERM OF CONTRACT

- 1.1. This Contract is effective on **7/1/23** or the date of the last signature of the parties, whichever is later, and shall remain in effect until **8/1/24** 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.



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3.1. Total Obligation.

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

3.3. 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.

3.4. 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.



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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.

3.5. 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



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- 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.
- 7.2. Contractors that provide school-issued devices for student use and directly or indirectly create, receive, or maintain educational data incidental to performing their duties under this Contract shall also sign Exhibit C (“Student Data Privacy”). “School-issued devices,” as used herein, refers to hardware or software that is provided to an individual student for that student's dedicated personal use, and includes devices issued through a one-to-one program

8. STUDENT DATA

- 8.1. Contractors who require access to student data agree to the following:
 - 8.1.1. Contractors agree to attend District provided training on data privacy at least one time per year and follow District processes to obtain data.

- 8.1.2. Contractors will obtain a District release of information on each individual student, and access information solely through the District's Community Partner Portal. Releases of information are accepted on an ongoing basis.
- 8.1.3. Contractors needing basic, de-identified and aggregate student data, as defined by the District, must contact Partnership Evaluation (partnership.evaluation@mpls.k12.mn.us). Basic reports are subject to a fee.
- 8.1.4. Contractors needing data for research or evaluation must contact the District's Research, Evaluation and Assessment (<http://rea.mpls.k12.mn.us>) and follow the applicable processes. Requests are also subject to a fee.
- 8.1.5. Contractors applying for grants that need District student data for reporting purposes are required to contact Resource Development and Innovation (<http://rdi.mpls.k12.mn.us>) for a letter of support and approval.
- 8.2. If Contractor has been hired to do work as an agent for the District, Contractor agrees that when it receives data it shall do the following:
 - 8.2.1. Ensure that all student/family information will be treated as confidential information. Such information will not be discussed, shared or released unless needed to perform the task for which Contractor was selected;
 - 8.2.2. Ensure that no copies of data are made. If copies are made, all copies must be shredded or returned to the District;
 - 8.2.3. Establish policies and procedures to protect the confidentiality of the data;
 - 8.2.4. Securely destroy all data at the end of the Contract or within one year if the data is needed;
 - 8.2.5. Inform the District, in writing, about any data breach that occurs (letter must include specific information about what happened, when, and proposed method for resolving the issue);
 - 8.2.6. Allow the district to review and approve any reported results, prior to public distribution.

9. USE OF DISTRICT SPACE

- 9.1. Contractor agrees that if it will be using District space it will obtain a lease, license or permit. If such lease, license or permit is terminated or revoked, the District shall also have the right, at its discretion, to terminate this contract without regard to notices required herein.

10. USE OF DISTRICT NAME OR LOGO

- 10.1. 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.

11. MALTREATMENT OF MINORS REPORTING ACT

- 11.1. Contractor shall comply with all of the provisions of the Maltreatment of Minors Reporting Act, Minn. Stat. § 626.556.

12. PROFESSIONAL STANDARDS OF BEHAVIOR

- 12.1. Contractor shall maintain professional standards of behavior under the leadership and guidance of the building principal or site administrator.

13. OWNERSHIP OF MATERIAL

- 13.1. 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.

14. INDEPENDENT CONTRACTOR

- 14.1. 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.
- 14.2. 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



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contesting or defending against any responsibility therefore which is asserted against District to the extent permitted by law.

15. WORKER HEALTH, SAFETY AND TRAINING

15.1. 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.

16. BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

16.1. 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.

17. INSURANCE

17.1. 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.

17.2. 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 Director's and Officer's Errors and Omissions and 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 as the coverage. Contractor shall provide all such certificates to District.



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- 17.3. 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.
- 17.4. 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 canceled.

18. INDEMNIFICATION

- 18.1. 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. This shall not apply injuries, claims, damages, or loss caused by the intentional, willful, or wanton acts of District.

19. LIMITATION ON LIABILITY

- 19.1. 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.

20. CONFLICT OF INTEREST/CODE OF ETHICS

- 20.1. 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.

21. COMPLIANCE WITH LAWS AND DEBARMENT

- 21.1. 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



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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.

22. TERMINATION

- 22.1. 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 receipt of notice of termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.
- 22.2. 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. In this event, District will not be liable for any amounts; but Contractor shall be liable to District for all losses, damages, and expenses. including, without limitation, the excess cost of recouping similar goods or services; shipping charges for any items District may at its option return to Contractor, including items already delivered, but for which District no longer has any use because of Contractor's default; and amounts paid by District for any items District has received but returns to Contractor. 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.
- 22.3. 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, equity or statute. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

23. RETURN OF DATA

- 23.1. 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



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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.

24. RECORDS MANAGEMENT AND MAINTENANCE

24.1. 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.

25. NOTICES/ADMINISTRATION

25.1. 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

Name of the District Signer: Ryan Strack

Title: Assistant to the Superintendent and School Board

Email: ryan.strack@mpls.k12.mn.us

Partner

Name: |

Email:



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Address:

26. ACKNOWLEDGMENT

- 26.1. 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.
- 26.2. 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.

27. NON-WAIVER

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

28. ASSIGNMENT

- 28.1. 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.

29. CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

- 29.1. This Contract shall be construed under Minnesota law (without regard for choice of law considerations) and the policies and procedures of the District, as amended from



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time to time. 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.

30. WARRANTY

30.1. 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 to the extent permitted by law. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

31. SEVERABILITY

31.1. 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.

32. SURVIVABILITY

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

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: Ryan Strack

Title: Assistant to the Superintendent and School Board

Date: _____

PARTNER

By: _____

Name: |

Title:

Email:

Phone:

Date: _____



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EXHIBIT A: PROGRAMMING PROVIDED

Description of Program and Delivery:

(a) Staffing. Stepping Stones is responsible for recruiting, screening, and hiring its Personnel as set forth herein to provide temporary staffing Services to District. Stepping Stones will use its best efforts to provide Personnel who shall perform Services in accordance with the terms of this Agreement, Services include School Health Services, Related Services, and/or Special Education Services.

Stepping Stones will supply the District with School Health, Related Services, and/or Special Education Services Personnel requested who meet the following criteria, if the role involves the provision of health and mental health services. Stepping Stones will

- a. Conduct a criminal background screening in accordance with applicable law
- b. Verify current license, registration or certifications, including CPS, for the services to be provided, if applicable to role
- c. Skill assessment checklist of competencies for the position and an exam, if applicable
- d. Verify that a current Tuberculosis (TB) test or screening is on file
- e. Verify relevant professional and specialty expertise as requested by District
- f. Receive employment verification
- g. Confirm Personnel are authorized to work
- h. Perform federal exclusion and abuse check(s) including but not limited to, List of Excluded Individuals/Entities (LEIE) and the Excluded Parties List System (EPLS) and the National Sex Offender registry.

Stepping Stones will provide Personnel specific to the requirements provided by the District following receipt of the BIP, IEP, IHP or 504 Plan (the "Plan"), as applicable, from the District. Stepping Stones will use its best efforts to provide Personnel who meet the qualifications as specified by the District and shall perform services in accordance with the terms of this Agreement. District Shall provide Stepping Stones with the skill level, experience and services to be provided by Personnel to any student(s). Stepping Stones will provide Board of Social Work licensure supervision, if required.

(b) Distance Learning Service(s). District may request Personnel to provide services off-site, including, but not limited to remote services and/or in-home services at a student's location ("Distance Learning Service(s)") due to District school closings and/or delays. District is responsible for overseeing and directing placement outside of school for Distance Learning Service if requested. District will provide supplies and resources needed to implement Distance Learning Services and its own expense. District is responsible for maintaining a safe environment for all Distance Learning Services.

(c) Right to Dismiss. If at any time the District, in its reasonable judgment, determines that the staffing Services provided any Personnel provided hereunder is inadequate, unsatisfactory or has failed to



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comply with Districts rules, regulations, or policies, District shall immediately advise Stepping Stones. Stepping Stones will remove Personnel from the District's Site as requested. District will cooperate with Stepping Stones and provide reasonable detail(s) for the dismissal.

Service Outcome:

Skilled nurses, school social workers, and school counselors provide duties under the scope of licensure in the state of Minnesota. Contracted positions will fill vacancies in MPS staffing at school sites.

Method of Evaluation

Agency will provide statistics on candidate conversions (presented to submitted, presented to offers made, presented to full placement, and presented to work), candidate fall off, and feedback time by month.



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EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

The payment terms are as follows: Payment terms are on an hourly basis. Nursing rates will not exceed \$88/hour for Licensed School Nurses, \$83/hour for Registered Nurses (RNs) and \$63/hour for Licensed Practical Nurses. Rates for School Social workers shall not exceed \$75/hour. Rates for School Counselors shall not exceed \$80/hour.

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EXHIBIT C: STUDENT DATA PRIVACY



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As used in this exhibit, the term “educational data” shall have the meaning ascribed to it under the Minnesota Government Data Practices Act (“MGDPA”), Minn. Stat. § 13.32 as amended.

1. Contractor acknowledges that all of the data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing the services described in this Contract is subject to the requirements of the MGDPA, Minn. Stat. ch. 13, and Contractor must comply with those requirements as if it were a government entity. Contractor shall be subject to all civil remedies available under the MGDPA, Minn. Stat. § 13.08 as amended, for any violation of these obligations.
2. No educational data created, received, maintained, or disseminated by Contractor pursuant or incidental to this Contract shall become or be considered property of the Contractor. Any such educational data shall remain the property of the District.
3. If educational data maintained by Contractor pursuant or incidental to performance of this Contract are subject to a breach of security of the data, as that term is defined by the MGDPA, Minn. Stat. § 13.055 as amended, Contractor shall, upon discovering such breach, provide the District with all information necessary for the District to fulfill its obligations under the MGDPA.
4. Contractor shall not sell, share, or disseminate educational data, except as permitted under the MGDPA, Minn. Stat. § 13.32 as amended, or as part of a valid delegation or assignment of this Contract, if the terms of the Contract permit delegation or assignment. Any assignee or delegee must separately execute this Exhibit and is bound by the same terms.
5. Contractor shall not use educational data for any commercial purpose, including but not limited to marketing or advertising to a student or parent.
 - a. The term “commercial purpose,” does not include providing the specific services agreed upon in this Contract.
 - b. Contractor may use deidentified aggregate information for the purpose of improving, maintaining, developing, supporting, or diagnosing the Contractor’s site, service, or operation, as long as all direct and indirect identifiers have been removed from the data prior to use.
6. Contractor’s employees, officers, agents, and sub-contractors, if applicable, shall only have access to educational data if authorized.
7. Contractor’s employees, officers, agents, and sub-contractors, if applicable, shall only be authorized to access educational data if such access is necessary to fulfill their official duties in the performance of this Contract.

8. Unless renewal of the Contract is reasonably anticipated, Contractor shall destroy or return all educational data created, received, or maintained pursuant or incidental to the Contract within 90 days of the expiration of this Contract.
9. Contractor shall abide with all the requirements and restrictions of Minn. Stat. § 13.32, as amended, that pertain to or address technology providers. Contractor shall be considered a “technology provider” for purposes of Section 13.32.

BY SIGNING BELOW, CONTRACTOR ACKNOWLEDGES AND AGREES THAT IT UNDERSTANDS THE TERMS OF THIS EXHIBIT, THAT THESE TERMS ARE PART OF ITS CONTRACT WITH THE DISTRICT, AND THAT IT AGREES TO BE BOUND BY AND ABIDE BY THESE TERMS.

[CONTRACTOR NAME]

Signature

Name

Title

Date



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EXHIBIT D. AGREEMENT FOR AGENCY NURSING IN THE SCHOOL SETTING

This Agreement, entered into this July 1, 2022 by and between Minneapolis Public School/Special School District #1 (hereinafter referred to as the “School District”), 1250 W. Broadway Ave. Minneapolis, MN 55411-2533, and Stepping Stones Group. (“Agency”).

WHEREAS, the School District has determined that it is necessary to retain the services of a qualified agency to attain nursing services to be provided

WHEREAS, the Agency is duly qualified to perform professional nursing services including, but not limited to, catheterization, gastrostomy care and medication administration.

NOW, THEREFORE, the parties agree as follows:

1. The Agency shall provide the following services:
 - a. A qualified nurse to provide nursing care for students at the assigned school. The contracted nursing services will be provided consistent with licensed healthcare provider orders and plan of care.
 - b. Supervision of the nurses will be the responsibility of the Agency, including verification of licensure, background checks and evidence of insurance, including general liability, automobile liability and professional error/omissions. Copies of these documents will be provided to the School District prior to the beginning of the Agreement.
 - c. The Agency will not send student nurses to this assignment.
 - d. Agency nurses will document all care provided.
2. The service will begin on July 1, 2023 and shall not extend beyond August 1, 2024
3. The School District shall make payments for the services rendered to the Agency on a weekly basis based on actual claims submitted for days worked on-site per the current School/Health Support duty year calendar. The rate of pay shall be \$88 per hour for Licensed School Nurse (LSN), \$83 per hour Registered Nurse (RN) and \$63 per hour for Licensed Practical Nurse (LPN) coverage. All payments will be provided to the Agency within 30 days of service.
4. The School District shall monitor the services of the Agency as follows:
 - a. The Student Services Department (Attn: Sharifa Urey) for the School District shall receive copies of all invoices for payment.
 - b. The Health Service Director (attn: Amber Spaniol, RN, PHN Licensed School Nurse) shall have access to required items for review as needed



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5. The Agency will abide by all School District policies regarding nondiscrimination, harassment, data privacy and other School District policies and state statutes, including Minn. Stat. sec. 16C.05, subd. 5.
6. The School District shall not request the Agency nurse to provide medical services of any type to any other staff or visitors.
7. Either party may terminate this Agreement with a four-week written notice.

BY SIGNING BELOW, CONTRACTOR ACKNOWLEDGES AND AGREES THAT IT UNDERSTANDS THE TERMS OF THIS EXHIBIT, THAT THESE TERMS ARE PART OF ITS CONTRACT WITH THE DISTRICT, AND THAT IT AGREES TO BE BOUND BY AND ABIDE BY THESE TERMS.

[CONTRACTOR NAME]

Signature

Name

Title

Date



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COMMUNITY PARTNER CONTRACT FOR SERVICES (\$25,000+)

This Contract is entered into between Special School District No. 1, “District”, a special school district created and existing under the laws of Minnesota, and Sunbelt Staffing. “Contractor” (collectively “parties”).

1. TERM OF CONTRACT

- 1.1. This Contract is effective on 7/1/23 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 8/1/24 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.



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3.1. Total Obligation.

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

3.3. 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.

3.4. 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.



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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.

3.5. 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



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- 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.
- 7.2. Contractors that provide school-issued devices for student use and directly or indirectly create, receive, or maintain educational data incidental to performing their duties under this Contract shall also sign Exhibit C (“Student Data Privacy”). “School-issued devices,” as used herein, refers to hardware or software that is provided to an individual student for that student's dedicated personal use, and includes devices issued through a one-to-one program

8. STUDENT DATA

- 8.1. Contractors who require access to student data agree to the following:
 - 8.1.1. Contractors agree to attend District provided training on data privacy at least one time per year and follow District processes to obtain data.

- 8.1.2. Contractors will obtain a District release of information on each individual student, and access information solely through the District's Community Partner Portal. Releases of information are accepted on an ongoing basis.
 - 8.1.3. Contractors needing basic, de-identified and aggregate student data, as defined by the District, must contact Partnership Evaluation (partnership.evaluation@mpls.k12.mn.us). Basic reports are subject to a fee.
 - 8.1.4. Contractors needing data for research or evaluation must contact the District's Research, Evaluation and Assessment (<http://rea.mpls.k12.mn.us>) and follow the applicable processes. Requests are also subject to a fee.
 - 8.1.5. Contractors applying for grants that need District student data for reporting purposes are required to contact Resource Development and Innovation (<http://rdi.mpls.k12.mn.us>) for a letter of support and approval.
- 8.2. If Contractor has been hired to do work as an agent for the District, Contractor agrees that when it receives data it shall do the following:
- 8.2.1. Ensure that all student/family information will be treated as confidential information. Such information will not be discussed, shared or released unless needed to perform the task for which Contractor was selected;
 - 8.2.2. Ensure that no copies of data are made. If copies are made, all copies must be shredded or returned to the District;
 - 8.2.3. Establish policies and procedures to protect the confidentiality of the data;
 - 8.2.4. Securely destroy all data at the end of the Contract or within one year if the data is needed;
 - 8.2.5. Inform the District, in writing, about any data breach that occurs (letter must include specific information about what happened, when, and proposed method for resolving the issue);
 - 8.2.6. Allow the district to review and approve any reported results, prior to public distribution.

9. USE OF DISTRICT SPACE

- 9.1. Contractor agrees that if it will be using District space it will obtain a lease, license or permit. If such lease, license or permit is terminated or revoked, the District shall also have the right, at its discretion, to terminate this contract without regard to notices required herein.

10. USE OF DISTRICT NAME OR LOGO

- 10.1. 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.

11. MALTREATMENT OF MINORS REPORTING ACT

- 11.1. Contractor shall comply with all of the provisions of the Maltreatment of Minors Reporting Act, Minn. Stat. § 626.556.

12. PROFESSIONAL STANDARDS OF BEHAVIOR

- 12.1. Contractor shall maintain professional standards of behavior under the leadership and guidance of the building principal or site administrator.

13. OWNERSHIP OF MATERIAL

- 13.1. 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.

14. INDEPENDENT CONTRACTOR

- 14.1. 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.
- 14.2. 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 to the extent permitted by law.

15. WORKER HEALTH, SAFETY AND TRAINING

15.1. 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.

16. BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

16.1. 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.

17. INSURANCE

17.1. 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.

17.2. 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 Director's and Officer's Errors and Omissions and 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 as the coverage. Contractor shall provide all such certificates to District.



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- 17.3. 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.
- 17.4. 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 canceled.

18. INDEMNIFICATION

- 18.1. 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. This shall not apply injuries, claims, damages, or loss caused by the intentional, willful, or wanton acts of District.

19. LIMITATION ON LIABILITY

- 19.1. 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 Sunbeltum obligation under this Contract shall not exceed the amount set forth herein.

20. CONFLICT OF INTEREST/CODE OF ETHICS

- 20.1. 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.

21. COMPLIANCE WITH LAWS AND DEBARMENT

- 21.1. 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.

22. TERMINATION

- 22.1. 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 receipt of notice of termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.
- 22.2. 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. In this event, District will not be liable for any amounts; but Contractor shall be liable to District for all losses, damages, and expenses, including, without limitation, the excess cost of recouping similar goods or services; shipping charges for any items District may at its option return to Contractor, including items already delivered, but for which District no longer has any use because of Contractor's default; and amounts paid by District for any items District has received but returns to Contractor. 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.
- 22.3. 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, equity or statute. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

23. RETURN OF DATA

- 23.1. 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



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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.

24. RECORDS MANAGEMENT AND MAINTENANCE

24.1. 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.

25. NOTICES/ADMINISTRATION

25.1. 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

Name of the District Signer: Ryan Strack

Title: Assistant to the Superintendent and School Board

Email: ryan.strack@mpls.k12.mn.us

Partner

Name: |

Email:



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Address:

26. ACKNOWLEDGMENT

- 26.1. 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.
- 26.2. 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.

27. NON-WAIVER

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

28. ASSIGNMENT

- 28.1. 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.

29. CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

- 29.1. This Contract shall be construed under Minnesota law (without regard for choice of law considerations) and the policies and procedures of the District, as amended from



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time to time. 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.

30. WARRANTY

30.1. 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 to the extent permitted by law. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

31. SEVERABILITY

31.1. 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.

32. SURVIVABILITY

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

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SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: Ryan Strack

Title: Assistant to the Superintendent and School Board

Date: _____

PARTNER

By: _____

Name: |

Title:

Email:

Phone:

Date: _____



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EXHIBIT A: PROGRAMMING PROVIDED

Description of Program and Delivery:

(a) Staffing. Sunbelt is responsible for recruiting, screening, and hiring its Personnel as set forth herein to provide temporary staffing Services to District. Sunbelt will use its best efforts to provide Personnel who shall perform Services in accordance with the terms of this Agreement, Services include School Health Services, Related Services, and/or Special Education Services.

Sunbelt will supply the District with School Health, Related Services, and/or Special Education Services Personnel requested who meet the following criteria, if the role involves the provision of health and mental health services. Sunbelt will

- a. Conduct a criminal background screening in accordance with applicable law
- b. Verify current license, registration or certifications, including CPS, for the services to be provided, if applicable to role
- c. Skill assessment checklist of competencies for the position and an exam, if applicable
- d. Verify that a current Tuberculosis (TB) test or screening is on file
- e. Verify relevant professional and specialty expertise as requested by District
- f. Receive employment verification
- g. Confirm Personnel are authorized to work
- h. Perform federal exclusion and abuse check(s) including but not limited to, List of Excluded Individuals/Entities (LEIE) and the Excluded Parties List System (EPLS) and the National Sex Offender registry.

Sunbelt will provide Personnel specific to the requirements provided by the District following receipt of the BIP, IEP, IHP or 504 Plan (the "Plan"), as applicable, from the District. Sunbelt will use its best efforts to provide Personnel who meet the qualifications as specified by the District and shall perform services in accordance with the terms of this Agreement. District Shall provide Sunbelt with the skill level, experience and services to be provided by Personnel to any student(s). Sunbelt will provide Board of Social Work licensure supervision, if required.

(b) Distance Learning Service(s). District may request Personnel to provide services off-site, including, but not limited to remote services and/or in-home services at a student's location ("Distance Learning Service(s)") due to District school closings and/or delays. District is responsible for overseeing and directing placement outside of school for Distance Learning Service if requested. District will provide supplies and resources needed to implement Distance Learning Services and its own expense. District is responsible for maintaining a safe environment for all Distance Learning Services.

(c) Right to Dismiss. If at any time the District, in its reasonable judgment, determines that the staffing Services provided any Personnel provided hereunder is inadequate, unsatisfactory or has failed to



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comply with Districts rules, regulations, or policies, District shall immediately advise Sunbelt. Sunbelt will remove Personnel from the District's Site as requested. District will cooperate with Sunbelt and provide reasonable detail(s) for the dismissal.

Service Outcome:

Skilled nurses, school social workers, and school counselors provide duties under the scope of licensure in the state of Minnesota. Contracted positions will fill vacancies in MPS staffing at school sites.

Method of Evaluation

Agency will provide statistics on candidate conversions (presented to submitted, presented to offers made, presented to full placement, and presented to work), candidate fall off, and feedback time by month.



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EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

The payment terms are as follows: Payment terms are on an hourly basis. Nursing rates will not exceed \$88/hour for Licensed School Nurses, \$83/hour for Registered Nurses (RNs) and \$63/hour for Licensed Practical Nurses. Rates for School Social workers shall not exceed \$75/hour. Rates for School Counselors shall not exceed \$80/hour.

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EXHIBIT C: STUDENT DATA PRIVACY



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As used in this exhibit, the term “educational data” shall have the meaning ascribed to it under the Minnesota Government Data Practices Act (“MGDPA”), Minn. Stat. § 13.32 as amended.

1. Contractor acknowledges that all of the data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing the services described in this Contract is subject to the requirements of the MGDPA, Minn. Stat. ch. 13, and Contractor must comply with those requirements as if it were a government entity. Contractor shall be subject to all civil remedies available under the MGDPA, Minn. Stat. § 13.08 as amended, for any violation of these obligations.
2. No educational data created, received, maintained, or disseminated by Contractor pursuant or incidental to this Contract shall become or be considered property of the Contractor. Any such educational data shall remain the property of the District.
3. If educational data maintained by Contractor pursuant or incidental to performance of this Contract are subject to a breach of security of the data, as that term is defined by the MGDPA, Minn. Stat. § 13.055 as amended, Contractor shall, upon discovering such breach, provide the District with all information necessary for the District to fulfill its obligations under the MGDPA.
4. Contractor shall not sell, share, or disseminate educational data, except as permitted under the MGDPA, Minn. Stat. § 13.32 as amended, or as part of a valid delegation or assignment of this Contract, if the terms of the Contract permit delegation or assignment. Any assignee or delegee must separately execute this Exhibit and is bound by the same terms.
5. Contractor shall not use educational data for any commercial purpose, including but not limited to marketing or advertising to a student or parent.
 - a. The term “commercial purpose,” does not include providing the specific services agreed upon in this Contract.
 - b. Contractor may use deidentified aggregate information for the purpose of improving, maintaining, developing, supporting, or diagnosing the Contractor’s site, service, or operation, as long as all direct and indirect identifiers have been removed from the data prior to use.
6. Contractor’s employees, officers, agents, and sub-contractors, if applicable, shall only have access to educational data if authorized.
7. Contractor’s employees, officers, agents, and sub-contractors, if applicable, shall only be authorized to access educational data if such access is necessary to fulfill their official duties in the performance of this Contract.

8. Unless renewal of the Contract is reasonably anticipated, Contractor shall destroy or return all educational data created, received, or maintained pursuant or incidental to the Contract within 90 days of the expiration of this Contract.
9. Contractor shall abide with all the requirements and restrictions of Minn. Stat. § 13.32, as amended, that pertain to or address technology providers. Contractor shall be considered a “technology provider” for purposes of Section 13.32.

BY SIGNING BELOW, CONTRACTOR ACKNOWLEDGES AND AGREES THAT IT UNDERSTANDS THE TERMS OF THIS EXHIBIT, THAT THESE TERMS ARE PART OF ITS CONTRACT WITH THE DISTRICT, AND THAT IT AGREES TO BE BOUND BY AND ABIDE BY THESE TERMS.

[CONTRACTOR NAME]

Signature

Name

Title

Date



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EXHIBIT D. AGREEMENT FOR AGENCY NURSING IN THE SCHOOL SETTING

This Agreement, entered into this July 1, 2022 by and between Minneapolis Public School/Special School District #1 (hereinafter referred to as the “School District”), 1250 W. Broadway Ave. Minneapolis, MN 55411-2533, and Sunbelt Staffing. (“Agency”), 3687 Tampa Rd, Ste 200 Oldsmar, FL 34677..

WHEREAS, the School District has determined that it is necessary to retain the services of a qualified agency to attain nursing services to be provided

WHEREAS, the Agency is duly qualified to perform professional nursing services including, but not limited to, catheterization, gastrostomy care and medication administration.

NOW, THEREFORE, the parties agree as follows:

1. The Agency shall provide the following services:
 - a. A qualified nurse to provide nursing care for students at the assigned school. The contracted nursing services will be provided consistent with licensed healthcare provider orders and plan of care.
 - b. Supervision of the nurses will be the responsibility of the Agency, including verification of licensure, background checks and evidence of insurance, including general liability, automobile liability and professional error/omissions. Copies of these documents will be provided to the School District prior to the beginning of the Agreement.
 - c. The Agency will not send student nurses to this assignment.
 - d. Agency nurses will document all care provided.
2. The service will begin on July 1, 2023 and shall not extend beyond August 1, 2024
3. The School District shall make payments for the services rendered to the Agency on a weekly basis based on actual claims submitted for days worked on-site per the current School/Health Support duty year calendar. The rate of pay shall be \$88 per hour for Licensed School Nurse (LSN), \$83 per hour Registered Nurse (RN) and \$63 per hour for Licensed Practical Nurse (LPN) coverage. All payments will be provided to the Agency within 30 days of service.
4. The School District shall monitor the services of the Agency as follows:
 - a. The Student Services Department (Attn: Sharifa Urey) for the School District shall receive copies of all invoices for payment.
 - b. The Health Service Director (attn: Amber Spaniol, RN, PHN Licensed School Nurse) shall have access to required items for review as needed



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5. The Agency will abide by all School District policies regarding nondiscrimination, harassment, data privacy and other School District policies and state statutes, including Minn. Stat. sec. 16C.05, subd. 5.
6. The School District shall not request the Agency nurse to provide medical services of any type to any other staff or visitors.
7. Either party may terminate this Agreement with a four-week written notice.

BY SIGNING BELOW, CONTRACTOR ACKNOWLEDGES AND AGREES THAT IT UNDERSTANDS THE TERMS OF THIS EXHIBIT, THAT THESE TERMS ARE PART OF ITS CONTRACT WITH THE DISTRICT, AND THAT IT AGREES TO BE BOUND BY AND ABIDE BY THESE TERMS.

[CONTRACTOR NAME]

Signature

Name

Title

Date



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MAS-14091 CONTRACT FOR SERVICES

(\$25,000+)

This Contract is entered into between Special School District No. 1, “District”, a special school district created and existing under the laws of Minnesota, and EMS LINQ, LLC/Titan School Solutions Inc, “Contractor” (collectively “parties”) to provide Operational software and support for Culinary and Wellness Services, to D-Ops-Culinary and Nutrition Services.

1 TERM OF CONTRACT

- 1.1 This Contract is effective on 07/01/2023 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.

3.1 Total Obligation.

District’s total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed \$150,000.00. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 *Frequency of Invoicing and Terms of Payment.*

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

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

3.3 *Taxes.*

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

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

3.4 *Fund Availability; Federal Funds Contingency.*

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

4 GENERAL TERMS AND CONDITIONS

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

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

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

6 BACKGROUND CHECKS

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

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

7 DATA PRIVACY

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

8 OWNERSHIP OF MATERIAL

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

9 USE OF DISTRICT NAME OR LOGO

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

10 INDEPENDENT CONTRATOR

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

as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

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

11 WORKER HEALTH, SAFETY AND TRAINING

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

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

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

13 INSURANCE

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

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

providing services to the District, but shall not name the District as an additional insured to the coverage.

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

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

14 INDEMNIFICATION

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

15 LIMITATION ON LIABILITY

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

16 CONFLICT OF INTEREST/CODE OF ETHICS

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

17 COMPLIANCE WITH LAWS AND DEBARMENT

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

18 TERMINATION

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

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

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

19 RETURN OF DATA

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

District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

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

20 RECORDS MANAGEMENT AND MAINTENANCE

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

21 NOTICES/ADMINISTRATION

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

Special School District No. 1
D-Ops-Culinary and Nutrition Services
Attn: Bertrand Weber
1250 W Broadway
Minneapolis, MN 55411
Email: Bertrand.Weber@mpls.k12.mn.us
Fax:

EMS LINQ, LLC/Titan School Solutions

Attn: Doug Dishong

Address: 2528 Independence Blvd, Ste 200, Wilmington NC 28412

Email: proposals@linq.com

Fax: 910-799-5927

22 ACKNOWLEDGMENT

22.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to 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.

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

23 NON-WAIVER

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

24 ASSIGNMENT

24.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment,

shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

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

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

26 WARRANTY

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

27 SEVERABILITY

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

28 SURVIVABILITY

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

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: **Ryan (on behalf of BOE) Strack (on behalf of BOE)**
(Printed)

Title: _____

Date: _____

EMS LINQ, LLC/Titan School Solutions

By: Mark Fredericks

Name: Mark Fredericks
(Printed)

Title: Controller

Date: 5/24/2023

EXHIBIT A: SCOPE OF WORK

Description of Services and Service Delivery

Operational software and support for Culinary and Wellness Services.

Service Outcome

Operational software including POS, Menu planning, inventory and other functions with support service vendor.

Method of Evaluation

Service to the satisfaction of designated CWS staff

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

The payment terms are as follows:

Net 30

If there are no exhibits:

This Exhibit and page have been intentionally left blank.

**AMENDMENT NUMBER ONE
AMD-14113 TO CONTRACT MAS-13659**

Minneapolis Public Schools, Special School District No. 1, hereinafter referred to as “**District**”, and **Transit Team, Inc.**, hereinafter referred to as “**Contractor**”, collectively the “**Parties**”, mutually agree to amend the provisions of the Contract for Services to provide Transportation services to provide Transportation service for MPS students 2022-2024 SY to D-Ops-Transportation Contract 2022 MAS-13659, hereinafter referred to as the “**Agreement**” as stated below:

1. The parties agree that commencing with the 2023-24 school year the Contractor shall be awarded ten (10) Regular “To and From” Routes AM/PM using 71 passenger buses and fifteen (15) additional Special Education and Special Needs Services AM/PM daily routes in Class A or B buses totaling a minimum of fifty (50) Special Education and Special Needs Services AM/PM daily routes.
2. The parties agree that due to the award of additional services as noted above, section 3.1 of the Agreement shall be amended to the following:

District’s total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed \$7,000,000.001 for the period of 07/01, 2023 to 06/30/2024. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3. This Amendment is effective upon execution and is agreed to by the undersigned parties.
4. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date written above.

Transit Team, Inc.

Special School District No. 1

By: Abraham J. Jungbauer
Name: Abraham J. Jungbauer
Title: Vice President of Operations
Date: 5/17/23

By: _____
Name: _____
Title: _____
Date: _____



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 **Urban Debate League/Augsburg** “Contractor” (collectively “parties”) to provide **programming to implement and support debate teams and tournaments for Minneapolis Public Schools students at middle and high school level. Ed; Extended Learning to District-wide.**

TERM OF CONTRACT

- 1.1 This Contract is effective on **August 4, 2023** or the date of the last signature of the parties, whichever is later, and shall remain in effect until **June 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.

3.1 Total Obligation



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

Page | 1

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed **\$170,000.00**. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 Frequency of Invoicing and Terms of Payment

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

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

3.3 Taxes.

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

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

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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.

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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.
- 7.2 Contractors that provide school-issued devices for student use and directly or indirectly create, receive, or maintain educational data incidental to performing their duties under this Contract shall also sign **Exhibit C** (“Student Data Privacy”). “School-issued devices,” as used herein, refers to hardware or software that is provided to an individual student for that student’s dedicated personal use, and includes devices issued through a one-to-one program.

8 OWNERSHIP OF MATERIAL

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

9 USE OF DISTRICT NAME OR LOGO

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

10 INDEPENDENT CONTRACTOR

- 10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding,

worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

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

11 WORKER HEALTH, SAFETY AND TRAINING

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

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

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

13 INSURANCE

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

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

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

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

14 INDEMNIFICATION

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

15 LIMITATION ON LIABILITY

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

16 CONFLICT OF INTEREST/CODE OF ETHICS

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

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government.

Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

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

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

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

19 RETURN OF DATA

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

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items

available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

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

Special School District No. 1

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

CONTRACTOR

Urban Debate League Phone: 651-307-5773
Address: **2211 Riverside Ave, Minneapolis, MN 55454**
Email: **cramhe@augsburg.edu**

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: **Ryan Strack**

(Printed)

Title: Assistant to the Superintendent & Board

Date: _____

CONTRACTOR NAME

Signature:

Name: **Karen Kaivola**

(Printed)

Title: **Provost and Senior VP for Academic and Student Affairs**

Date: _____

Exhibit A:

Deliverables:

provide programming to implement and support debate teams and tournaments for Minneapolis Public Schools students at middle and high school level. Programs include: Middle and High School National Topics Debate, Spanish Debate, East African Debate, and Financial Literacy Debate.

Service Outcome:

Students will develop their critical thinking, social and emotional learning, develop persuasive arguments, and participate in group activities that will enhance their sense of community at the school.

Method of Evaluation:

Student participation hours, standardized test scores, SEL, outcomes, and number of debate meets.

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

The payment terms are as follows: Minneapolis Public Schools will provide payment to the urban Debate League during the 2023-24 school year.

[The remainder of this page intentionally left blank.]

EXHIBIT C: STUDENT DATA PRIVACY

As used in this exhibit, the term “educational data” shall have the meaning ascribed to it under the Minnesota Government Data Practices Act (“MGDPA”), Minn. Stat. § 13.32 as amended.

1. Contractor acknowledges that all of the data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing the services described in this Contract is subject to the requirements of the MGDPA, Minn. Stat. ch. 13, and Contractor must comply with those requirements as if it were a government entity. Contractor shall be subject to all civil remedies available under the MGDPA, Minn. Stat. § 13.08 as amended, for any violation of these obligations.
2. No educational data created, received, maintained, or disseminated by Contractor pursuant or incidental to this Contract shall become or be considered property of the Contractor. Any such educational data shall remain the property of the District.
3. If educational data maintained by Contractor pursuant or incidental to performance of this Contract are subject to a breach of security of the data, as that term is defined by the MGDPA, Minn. Stat. § 13.055 as amended, Contractor shall, upon discovering such breach, provide the District with all information necessary for the District to fulfill its obligations under the MGDPA.
4. Contractor shall not sell, share, or disseminate educational data, except as permitted under the MGDPA, Minn. Stat. § 13.32 as amended, or as part of a valid delegation or assignment of this Contract, if the terms of the Contract permit delegation or assignment. Any assignee or delegee must separately execute this Exhibit and is bound by the same terms.
5. Contractor shall not use educational data for any commercial purpose, including but not limited to marketing or advertising to a student or parent.
 - a. The term “commercial purpose,” does not include providing the specific services agreed upon in this Contract.
 - b. Contractor may use deidentified aggregate information for the purpose of improving, maintaining, developing, supporting, or diagnosing the Contractor’s site, service, or operation, as long as all direct and indirect identifiers have been removed from the data prior to use.
6. Contractor’s employees, officers, agents, and sub-contractors, if applicable, shall only have access to educational data if authorized.

7. Contractor’s employees, officers, agents, and sub-contractors, if applicable, shall only be authorized to access educational data if such access is necessary to fulfill their official duties in the performance of this Contract.
8. Unless renewal of the Contract is reasonably anticipated, Contractor shall destroy or return all educational data created, received, or maintained pursuant or incidental to the Contract within 90 days of the expiration of this Contract.
9. Contractor shall abide with all the requirements and restrictions of Minn. Stat. § 13.32, as amended, that pertain to or address technology providers. Contractor shall be considered a “technology provider” for purposes of Section 13.32.

BY SIGNING BELOW, CONTRACTOR ACKNOWLEDGES AND AGREES THAT IT UNDERSTANDS THE TERMS OF THIS EXHIBIT, THAT THESE TERMS ARE PART OF ITS CONTRACT WITH THE DISTRICT, AND THAT IT AGREES TO BE BOUND BY AND ABIDE BY THESE TERMS.

[CONTRACTOR NAME]

Signature

Name

Title

Date



MAS-14084 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 **Veritiv Operation Company**. “Contractor” (collectively “parties”) to provide Paper goods, food packaging and chemicals for CWS operations.

1 TERM OF CONTRACT

- 1.1 This Contract is effective on **07/01/2023**, 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/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 **\$1,500,000.00**. 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.

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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.

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- 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 and Wellness Services

Attn: Aaron Krulc

1250 W Broadway

Minneapolis, MN 55411

Email: Aaron.Krulc@mpls.k12.mn.us

CONTRACTOR

NAME: [Veritiv operating Company](#)

Address: [9001 Wyoming Ave , Brooklyn Park, MN 55445](#)

Phone: [1-877-319-7333](tel:1-877-319-7333)

Email: Janelle.Schafernocker@veritivcorp.com; Brian.Horn@veritivcorp.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



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

MAS-

Page | 9

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 Veritiv Operating Compnay

Signature:  _____
97B5DCAC05924B9...

Name:
(Printed) Nicholas Magdziak

Title: Regional Vice President - Mountain

Date: 5/16/2023



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

MAS-

EXHIBIT A: SCOPE OF WORK

Deliverables:

Paper good, food packaging and chemicals

Service Outcome:

-

Method of Evaluation

Delivery to the satisfaction of designated CWS staff

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Net 30

[The remainder of this page intentionally left blank.]

**WaAMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND
Washburn Center for Children**

This Amendment (“Amendment”) to the Contract between Special School District No. 1 and **Washburn Center for Children** dated **8/16/2022** (“Contract”) is made and entered into by and between Special School District No.1 (“District”) and **Washburn Center for Children** (“Contractor”) (collectively “parties”).

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law (“District”) and **Washburn Center for Children** (“Contractor”) entered into a contract titled CONTRACT FOR SERVICES for a period between **8/16/2022** through **6/30/2023** (“Contract”), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: **4400001477**

1. *Original contract amount:* **210,000**
2. *Accumulative contract amount:* **276,000**

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

Section: Section 1.1 and 3.1

Description: **To provide mental health services to Sanford, Bryn Mawr, Hall, Jenny Lind, Seward, Bethune, Hiawatha and Howe through October 31, 2023.**

District’s total obligation to Contractor under this Contract, including compensation for goods, services and reimbursable expenses, shall not exceed 276,000. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

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

(The remainder of this page intentionally left blank.)

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: **Ryan Strack**

Title: **Assistant to the Superintendent & Board**

Date: _____

Washburn Center for Children

Signature: _____

Name: Craig F. Warren

Title: **CEO**

Date: _____

**AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND
Watercourse Counseling Center**

This Amendment (“Amendment”) to the Contract between Special School District No. 1 and **Watercourse Counseling Center** dated **8/1/2022** (“Contract”) is made and entered into by and between Special School District No.1 (“District”) and **Watercourse Counseling Center** (“Contractor”) (collectively “parties”).

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law (“District”) and **Watercourse Counseling Center** (“Contractor”) entered into a contract titled CONTRACT FOR SERVICES for a period between **8/1/2022** through **6/30/2023** (“Contract”), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: **4400001478**

1. *Original contract amount:* **190,000**
2. *Accumulative contract amount:* **266,000**

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

Section: Section 1.1 and 3.1

Description: **To provide mental health services to Andersen, Bancroft, Emerson, Whitter, Lyndale, Loring, Cityview, Wellstone, Keewaydin, Kenwood, Webster, Northrup, Dowling, Barton, Wenonah and Pratt Elementary School through October 31, 2023.**

District’s total obligation to Contractor under this Contract, including compensation for goods, services and reimbursable expenses, shall not exceed 266,000. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

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

(The remainder of this page intentionally left blank.)

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Ryan Strack

Title: Assistant to the Superintendent & Board

Date: _____

Watercourse Counseling Center:

Signature: _____

Name: Ashley Trepp

Title: Executive Director

Date: _____

Memorandum of Agreement
Achieve Twin Cities and Special School District No. 1

I. Purpose

The Agreement defines the relationship between the Special School District No. 1 (“Minneapolis Public Schools” or “School District” or “District”) and Achieve Twin Cities as it relates to private fundraising and private grants management; support for school funds, scholarships, and department funds; community engagement and partnership development and targeted program administration.

II. Term of Agreement

This Agreement will be in effect from July 1, 2023 until June 30, 2026. It continues the relationship between the District and Achieve Twin Cities that has been reflected in six previous Memoranda of Agreement which went into effect on June 9, 2009; July 1, 2012; July 1, 2015; July 1, 2018; July 1, 2020; and July 1, 2021.

III. Organizational Relationship

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

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

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

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

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

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

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

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

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

J. The Parties recognize, pursuant to Section XI of this Agreement, the Parties will enter into a contract for such services described, and such contract and contract provisions will take precedence over the language in this Agreement.

K. Nothing in this agreement shall limit Achieve Twin Cities' ability to raise funds to support its activities connected to St. Paul Public Schools.

IV. Financial Relationship

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

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

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

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

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

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

G. Achieve Twin Cities hereby acknowledges that gifts and contributions that it receives that are intended for a particular school or for other School District programs and activities shall not be used for

other purposes. All administration of funds by Achieve Twin Cities shall be consistent with laws governing tax-exempt organizations.

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

I. Achieve Twin Cities agrees to abide by the School District's standard assurances attached to and incorporated in this agreement as Exhibit #1.

V. Funds Management: Private Grants to the School District

A. Definitions

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

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

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

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

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

E. Standard Private Grant Administration Activities

1. Achieve Twin Cities shall be fiscally responsible for the stewardship of grant funds it receives, and shall prepare quarterly reports on income and expenses, as well as current fund balances, for the grants that it manages, and shall provide these reports to the MPS Finance Department Representative.

2. Achieve Twin Cities shall acknowledge donors per IRS regulations and shall acknowledge donors in its annual report to the community.

3. Achieve Twin Cities shall ensure proper recording of all grants and shall manage the funds in accordance with generally accepted accounting standards. The funds shall be administered subject to audit and in compliance with Minnesota State and Federal requirements.

4. Achieve Twin Cities shall forward reporting guidelines and timelines to MPS Manager of Grant Funding and Resource Development.

5. The School District shall ensure that all required reports are developed and submitted to Achieve Twin Cities or directly to the funder in a timely manner. Achieve Twin Cities shall submit reports to funders, when applicable, and maintain copies of these grant reports on file.

6. The School District will submit a timely status report to Achieve Twin Cities of current private District grant financial activities as per the terms of the grant.

7. Achieve Twin Cities will submit a timely status report to the MPS Finance Department Representative of current private District grant financial activities as per the terms of the grant.

8. School District and Achieve Twin Cities will have access to private District grant files of the other party.

F. Disbursement of Private Grant Funds

1. Achieve Twin Cities shall disburse grant funds in accordance with the restrictions set by donors. Achieve Twin Cities shall make disbursements in a reasonable time after qualified written requests are made by the School District.
2. Qualified written requests include the following elements: Achieve Twin Cities request form with original or electronic signature of a School District authorized grant manager or designee; invoice and W-9 as required (for vendor payment), itemized receipts (for staff reimbursement); or detail of budget expense and account codes (for sending money to the District), as well as approval from MPS Finance Department.
3. Achieve Twin Cities is authorized to retain and disburse private grant funds restricted for non-educational purposes such as food, household items, clothing, extra-curricular activity fees, etc.
4. Grant fund disbursements are subject to additional policies set forth by Achieve Twin Cities.
5. The School District shall not invoice Achieve Twin Cities for amounts less than \$250, unless for the purpose of closing an account.

G. Fee for Administrative Services for Private District Grants

1. Private District grants received directly by Achieve Twin Cities on behalf of the School District will be assessed a one-time, ten percent (10%) administrative fee upon receipt of funds. The district will not assume any responsibility for administrative fees for private grants.
2. Private District grants received directly by the School District will be assessed a one-time, ten percent (10%) administrative fee. The district will not assume any responsibility for administrative fees for private grants.
 - a. School District will pay collected fees on private grants quarterly to Achieve Twin Cities.
 - b. School District will review with Achieve Twin Cities all private grants collected on an annual basis.
3. If revenue from administrative fees on private District grants are raised in excess of the annual fundraising, grants administration and grants management budget, Achieve Twin Cities will reserve those excess funds for the following fiscal year's fundraising, grants administration and grants management activities for District, school and departmental funds.
4. Investment income generated on private District grant balances of \$50,000 or greater will be retained in the grant account and used for the original grant purposes, unless otherwise agreed with the grantor. Investment earnings for the prior quarter will be reported to the District on a quarterly basis.

H. Fundraising Priority Areas for Achieve Twin Cities

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

VI. Funds Management: Individual Contributions

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

B. Standard Individual Contribution Administrative Activities

1. Both the School District and Achieve Twin Cities shall continue to receive and acknowledge contributions from individuals directed to it.
2. Achieve Twin Cities and the School District shall ensure proper recording of all gifts and contributions from individuals and shall manage the funds in accordance with generally accepted accounting standards. The funds shall be administered subject to audit and in compliance with Minnesota and Federal requirements.
3. Individual contributions designated by a donor in support of a district funding priority may be assessed an administrative fee. Upon receipt of these contributions, a ten (10%) administrative fee will be assessed when Achieve Twin Cities has led the efforts for donor research and cultivation.

VII. Funds Management: School Fund Accounts

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

B. Achieve Twin Cities does not conduct fundraising activities for schools, but does collaborate to provide support and advice for fundraising activities by schools in accordance with School District policies, when possible.

C. Administration of School Fund Accounts

1. The School District will encourage every school to use an account at Achieve Twin Cities, and Achieve Twin Cities will provide one fund per school.
2. MPS will provide updated contact lists for School Fund managers by August 1st each year.
2. Achieve Twin Cities will provide quarterly income and balance statements for school funds with balances greater than \$500. Achieve Twin Cities will provide an annual statement for all school funds with a balance.
3. Administration of contributions to school funds will follow the standard administrative guidelines established above.
4. Achieve Twin Cities will make disbursements in a reasonable time after qualified written requests are approved and received.
5. Qualified written requests include the following elements: Achieve Twin Cities request form with original or electronic signature of a School District authorized principal or designee; invoice and W-9 as required (for vendor payment), itemized receipts (for staff reimbursement); or detail of budget expense and account codes (for sending money to the District), as well as approval from MPS Finance Department.
6. Achieve Twin Cities is authorized to retain and disburse school funds restricted for non-educational purposes such as food, household items, clothing, extra-curricular activity fees, etc.
7. School fund disbursements are subject to additional policies set forth by Achieve Twin Cities.
8. School funds shall not invoice Achieve Twin Cities for amounts less than \$250, unless for the purpose of closing a school fund account.
9. As cited in Section V. G 1 & 2, and Section VI. B 3, all grants and qualifying contributions from individuals will be assessed a ten (10%) administrative fee. Third party credit card donation processing fees will be incurred by the same fund as the donation was made. No other administrative fee will be assessed on gifts from individuals to school fund accounts.
10. Principals will notify Achieve Twin Cities and the School District Grants Office of their upcoming fundraising campaigns when possible.
11. During fundraising campaigns/activities Achieve Twin Cities will provide a reasonable number of additional reports to the fundraising coordinator for timely record keeping.
12. Public requests for information about school funds will be directed to the school principal or the

principal's designee.

VIII. Funds Management: Department and Program Accounts

- A. Definition: Department and program accounts are set up at Achieve Twin Cities to accept donations for School District-approved programs, departments and activities.
- B. Administration of Department and Program Accounts hosted by Achieve Twin Cities
 - 1. Achieve Twin Cities will host one fund per School District department and program.
 - 2. New department and program accounts are established at Achieve Twin Cities with the authorization of the MPS Manager of Grant Funding and Resource Development .
 - 3. Each department or program account will have a designated School District representative who receives reports, requests payments and has oversight over the fund. MPS will provide updated contact lists for Department Fund Managers as needed.
 - 4. Administration, reporting and disbursement for department and program accounts will follow the standard administrative guidelines established above.

IX. Funds Management: Scholarships and Award Funds

- A. Definition: Achieve Twin Cities administers and manages private scholarship and award funds for students, teachers and administrators of the School District.
- B. Management of the scholarship and awards/mini-grant funds includes meeting with donors to match their interest with needs of District students and staff, designing the scholarship and award documents and process, monitoring deadlines, receiving recipient information from schools, acknowledging contributions, providing notification to donors about the scholarship recipients, maintaining communication with students about their college plans, facilitating the process of scholarship and award payments, and reporting to donors. Achieve Twin Cities will provide scholarship and award/mini-grant balances and availability annually to MPS.
- C. The MPS grants team will be responsible for recruiting and coordinating scholarship and award/mini-grant review committees to read and score applications that are not reviewed by the donor. They will disseminate scholarship and award balances, availability, and application materials to committees, facilitate review meetings, and report back to Achieve Twin Cities with committee decisions.
- D. Achieve Twin Cities accepts, acknowledges and processes gifts made for scholarships and awards.
- E. Achieve Twin Cities will assess an administrative fee of ten (10%) percent on total scholarships and awards annually, unless there is a prior agreement with the donor.
- F. Contributions by donors will be paid out over time until the principal is exhausted.

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

- A. School District shall pay a flat fee of \$200,000 to Achieve Twin Cities for management of school funds, department/program funds, scholarships, and awards funds in FY24. Fee amounts for FY25 and FY26 will be agreed upon by May 1 of each respective year.
- B. This flat fee is in addition to 10% administrative fees on qualifying grants, gifts, and scholarships as described elsewhere in the agreement.
- C. Achieve Twin Cities will invoice the School District on a quarterly basis, and School District shall submit payment within 30 days of receipt of invoice.

XI. Program Administration

- A. Purpose: The School District may contract with Achieve Twin Cities for the provision of specific services or program administration, for example for operation of the Career and College Centers in School District high schools and contract alternative schools.
- B. Program administration shall be established, defined and governed by individual contracts consistent with the District’s annual budget process.

XII. Termination of the Agreement

This Agreement may be terminated with or without cause, by either party upon sixty (60) days’ written notice to the Superintendent of the School District or CEO of Achieve Twin Cities. Termination of this Agreement shall not discharge any liability, responsibility or right of any party that arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination. In the event either party notifies the other of its intent to terminate the Agreement, the Parties shall meet to discuss in good faith the expeditious and efficient separation of the Parties’ assets and ongoing obligations, consistent with obligations imposed by applicable law, by donors, and by other interested parties.

XIII. General Liability

Each party to this Agreement shall be liable for its own acts and the results thereof and shall not be responsible for the acts of the other party, its officers, employees or agents. The School District is self-insured for General Liability and Workers Compensation exposures. Achieve Twin Cities shall maintain comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than \$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. Achieve Twin Cities may meet the limits above \$1,000,000 per occurrence through umbrella or excess coverage.

Achieve Twin Cities 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 a Certificate of Liability insurance, upon request. Achieve Twin Cities also represents that it has professional liability insurance with limits of not less than \$500,000 each claim and \$1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured to the coverage.

XIII. Amendments

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

Agreed to by:

For Special School District No. 1 Date

For Achieve Twin Cities Date

Exhibit #1: Standard Assurances for the Minneapolis Public Schools

Achieve Twin Cities is the Contractor for purposes of this Exhibit.

Exhibit 1

STANDARD ASSURANCES

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

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

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

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

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

G. Minn. Stat. § 181.59

H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., 47 U.S.C. §§ 225, 611, 29 C.F.R. § 1630.

2. DATA PRIVACY. For purposes of this Contract all data on individuals created, collected, received, stored, used, or disseminated by Contractor in the performance of this Contract are subject to the requirements of the Minnesota Data Practices Act, Minn. Stat. Chapter 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as any applicable Federal laws on data privacy, and Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. All subcontracts shall contain the same or similar data practices compliance requirements.

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

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

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

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

LEASE AGREEMENT

This Lease Agreement (“Lease”) is made this _____ day of _____, 2023, by and between Special School District No. 1, a public body corporate and politic under the laws of the State of Minnesota (“Landlord”) and Bilingual Learning Center, a Minnesota non-profit corporation (“Tenant”).

1. LEASED PREMISES. Landlord does hereby lease to Tenant and Tenant does hereby take from Landlord one or multiple sites, which are located at one or multiple facilities/properties each owned by Landlord (individually and collectively, the “Leased Premises”). Each site that Tenant leases from Landlord pursuant to this Lease is listed and described on the attached Exhibit A. Tenant shall only be permitted to use the site during the days of the week and times stated in “Use Schedule” column set forth in Exhibit A.

2. TERM; EARLY TERMINATION.

(A) Term and Expiration. The term of this Lease shall commence on September 1, 2023 and shall expire on June 30, 2026, or such earlier date as provided herein (the “Term”). Tenant shall have the right to renew the Lease for three additional three terms (each such renewal term hereinafter referred to as the “Renewal Term”). Tenant must notify the Landlord in writing of Tenant’s intent to renew no later than 60 days prior to the expiration of the Term or the Renewal Term.

(B) Early Termination. This Lease may or Tenant’s lease of any individual site listed on Exhibit A may be cancelled with or without cause by either party upon 45 days’ written notice.

3. RENT. Tenant shall pay Landlord rent in monthly installments on the first day of each month starting September 1. The amount of the monthly rent shall be \$1,200 for the assigned space of the Leased Premises. Tenant shall not be obligated to pay rent for any classroom/assigned space of the Leased Premises that it does not use during the Term or the Renewal Term. Tenant shall not be obligated to pay rent for any days that it does not use a particular classroom/assigned space of the Leased Premises.

4. USE RESTRICTIONS.

(A) The Leased Premises must only be used by Tenant as facilities for a preschool program. Tenant must not occupy the Leased Premises during any weather-related school cancellations by Landlord. Tenant must comply with all applicable laws, ordinances, governmental regulations, and Landlord’s policies and rules in using the Leased Premises. Tenant shall not do anything in or about the Leased Premises which would in any way impair or invalidate the obligation of the insurer under any policy of insurance required by this Lease.

(B) Tenant shall not place or permit signs on the exterior or that are visible from the exterior of the Leased Premises, on the exterior of the building in which the Leased Premises is located, or elsewhere on the property in which the Leased Premises is located, unless otherwise approved in writing by Landlord.

(C) In the event of an emergency, as determined by Landlord in its sole discretion, Landlord shall have the right and privilege to enter and use any of the Leased Premises for the duration of the emergency. Following Landlord's emergency use of the Leased Premises, possession of the Leased Premises during the designated times set forth in the Use Schedule attached as Exhibit A shall be returned to Tenant. Landlord reserves the right to close some or all of the Leased Premises due to inclement weather or maintenance or repair of the Leased Premises. Landlord will attempt to provide reasonable advance notice to Tenant of such closure, however, due emergency circumstances such as weather conditions, advance notice of the closure may not be feasible.

(D) Tenant and its officials, employees, agents, contractors, and invitees may use the bathrooms on the Leased Premises during the operating hours of the buildings in which the Leased Premises are located.

(E) Tenant COVID protocols must be consistent with the current policy of Minneapolis Public Schools.

5. ENVIRONMENTAL. Tenant agrees that throughout the term of the Lease, it shall not use the Leased Premises for the storage, handling, transportation, or disposal of any Hazardous Substances. "Hazardous Substances" for purposes of this Lease shall be interpreted broadly to include, but not be limited to, any material or substance that is defined, regulated or classified under any Environmental Law or other applicable federal, state or local laws and the regulations promulgated thereunder as: (i) a "hazardous substance" pursuant to section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601(14), the Federal Water Pollution Control Act, 33 U.S.C. §1321(14), as now or hereafter amended; (ii) a "hazardous waste" pursuant to Section 1004 or Section 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6903(5), 6921, as now or hereafter amended; (iii) toxic pollutant under section 307(a)(1) of the Federal Water Pollution Control Act, 33 U.S.C. §1317(a)(1) as now or hereafter amended; (iv) a "hazardous air pollutant" under Section 112 of the Clean Air Act, 42 U.S.C. §7412(a)(6), as now or hereafter amended; (v) a "hazardous material" under the Hazardous Materials Transportation Uniform Safety Act of 1990, 49 U.S.C. §5102(2), as now or hereafter amended; (vi) toxic or hazardous pursuant to regulations promulgated now or hereafter under the aforementioned laws or any state or local counterpart to any of the aforementioned laws; or (vii) presenting a risk to human health or the environment under other applicable federal, state or local laws, ordinances or regulations, as now or as may be passed or promulgated in the future. "Hazardous Substances" shall also mean any substance that after release into the environment or upon exposure, ingestion, inhalation or assimilation, either directly from the environment or directly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer or genetic abnormalities and specifically includes, but is not limited to, asbestos, polychlorinated biphenyls ("PCBs"), radioactive materials, including radon and naturally occurring radio nuclides, natural gas, natural gas liquids, liquefied natural gas, synthetic gas, oil, petroleum and petroleum-based derivatives and urea formaldehyde.

Tenant will be solely liable for and will defend, indemnify, and hold Landlord, its officials, employees, contractors, and agents harmless from and against any and all claims, costs and

liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with Tenant's use, storage, handling, transportation, or disposal of Hazardous Substances on, at or under the Leased Premises, including cleanup or restoration of the Leased Premises if such cleanup or restoration is required by a governmental agency and directly related to the acts or omissions of Tenant. In no event will Tenant be responsible for the pre-existing condition of the Leased Premises.

The obligations of this paragraph shall survive the expiration or other termination of this Lease.

6. UTILITIES AND TAXES. Landlord shall pay all charges for all utilities, including water, sewer, gas, electric, garbage and refuse removal, Internet service, and cable/satellite television services to the Leased Premises. Landlord shall be responsible for paying all taxes, special assessments, or similar charges which are assessed, levied, charged, or imposed by any public authority upon the Leased Premises.

7. MAINTENANCE AND REPAIR OF THE PROPERTY. Landlord shall maintain the Leased Premises and the facilities and grounds of which the Leased Premises are a part in a safe and sanitary condition, free from debris, ice, and snow. Landlord shall be responsible for the operation, maintenance, and security of the Leased Premises, all wages, salaries, and related expenses of all on-site employees engaged in these activities, and all supplies and materials used in its operation and maintenance of the Leased Premises. Landlord shall be responsible for charges rendered under any maintenance and service agreements for the Leased Premises and the equipment therein and administrative costs for services that are directly connected to the operation of the Leased Premises. Landlord shall be responsible for any and all maintenance costs related to public areas of the buildings in which the Leased Premises are located, including all bathrooms, hallways, entrances, sidewalks, landscaping, parking lots, driveways, and service areas.

Tenant shall, at all times throughout the term of this Lease, and at its sole expense, clean, keep the Leased Premises and fixtures in at least as good condition as existed on the date of this Lease, reasonable wear and tear excepted. Tenant shall not allow any liens or encumbrances to be placed on the Leased Premises.

8. CONDITION OF LEASED PREMISES. Tenant agrees that by executing this Lease that it is accepting the Leased Premises in its present condition "AS IS" and that Landlord has made and makes no representations or warranty of any kind about the condition of the Leased Premises or its fitness for Tenant's use. Tenant agrees that it will return the Leased Premises to the condition found at the commencement of this Lease, reasonable wear and tear excepted.

9. ALTERATION OR IMPROVEMENT OF THE LEASED PREMISES. Tenant may make alterations or improvements in or to the Leased Premises upon obtaining Landlord's prior written consent. Any approved alterations or improvements shall be made at Tenant's expense unless Landlord has agreed to pay for them. If an improvement or alteration is authorized by Landlord, the parties shall execute an amendment to this Lease that includes an improvement schedule that includes a description of the improvement or alteration, the value of the improvement or alteration and the date that the improvement or alteration was made. Any alterations or improvements made to the Leased Premises during the term of this Lease shall become the sole property of Landlord upon termination or expiration of the Lease term. Tenant agrees to pay all sums of money in respect of any labor, service, materials, supplies, or equipment furnished or alleged to have been furnished to Tenant in or about the Leased Premises, and not furnished on order of Landlord.

10. INDEMNIFICATION; COVENANTS TO DEFEND AND HOLD HARMLESS.

(A) To the fullest extent permitted by law, Tenant agrees to indemnify Landlord, its officials, employees, contractors, agents, and others acting on its behalf, to hold them harmless, and to defend and protect them, from and against any and all loss, damage, liability, cost, and expense (specifically including reasonable attorneys' fees and other costs and expenses of defense), of any sort whatsoever, based upon, resulting from, or otherwise arising out of and in connection with any actions, claims or proceedings (from any source whatsoever) brought, or any loss, damage or injury of any type whatsoever sustained, by reason of any act or omission of Tenant, its officers, employees, contractors, invitees, or agents, or any other persons or entities for whose acts or omissions Tenant is legally responsible, in the performance of any of Tenant's obligations (whether express or implied) under this Lease.

(B) Tenant, its officers, employees, contractors, agents, and others acting on its behalf agree to indemnify, defend, and hold harmless Landlord, its officials, employees, contractors, agents, and other acting on its behalf from any and all claims, losses, damages, liabilities, causes of action, judgments, costs or expenses, including reasonable attorneys' fees which may be imposed upon or incurred by or asserted against Landlord or its officials, employees, contractors, agents, and others acting on its behalf with respect to any use, nonuse, or condition of the Leased Premises created by the Tenant or its invitees or attributable to the Tenant's use or manner of use of the Leased Premises.

(C) Notwithstanding anything to the contrary in this Lease, Landlord does not waive any statutory limited immunity from municipal tort liability available to it under Minnesota Statutes, Chapter 466 or as otherwise provided. Such statutory limited immunity shall apply whether an action, claim, demand, or lawsuit is initiated by Tenant or by any third party. In no event, shall Tenant assert or rely upon such statutory limited liability of Landlord to avoid liability for any act for which Tenant would otherwise be legally responsible.

(D) Nothing in this Lease shall be deemed to limit Landlord's right to have access to the Leased Premises, or to exercise its remedies under the Lease, or to make applications to a governmental entity with respect to the Leased Premises, or to protest taxes or assessments related to the Leased Premises, or to take other similar action with respect to the Leased Premises as a responsible landlord would elect.

(E) The obligations of this paragraph shall survive the expiration or other termination of this Lease.

11. CASUALTY INSURANCE AND WAIVERS OF CLAIMS.

(A) Personal Property Insurance: All personal property kept, maintained, or stored on the Leased Premises shall be kept, maintained, or stored at the sole risk of Tenant. Tenant shall carry insurance for the full insurable value of Tenant's supplies, materials, furnishings, vehicles, equipment, and all other items of personal property of Tenant located on or within the Leased Premises

(B) Liability Insurance. Tenant will keep in force general commercial liability insurance in amount not more than \$1,000,000 per claimant for death, bodily injury, personal injury, property loss, and damages and \$2,000,000 for total personal injury, bodily injury, property loss and damages.

(C) Property Insurance. Landlord will carry insurance during the term of this Lease at its expense for the full insurable value of the Leased Premises, including the buildings, with the exception of any tenant improvements, fixtures, and Tenant's personal property located on or within the Leased Premises. Tenant hereby waives and releases all claims, liabilities, and causes of action against Landlord and its officials, employees, contractors, and agents for loss or damage to, or destruction of any tenant improvements, fixtures, and personal property of Tenant, located in, upon or about the Leased Premises.

12. QUIET ENJOYMENT. Landlord warrants that it has full right to execute and to perform this Lease and to grant the rights contained herein, and that Tenant, upon its performance of all of the terms, conditions, covenants and agreements on its part to be observed and performed under this Lease and notwithstanding the use restrictions set forth in paragraph 4 of this Lease and Landlord's shared use of the Leased Premises as detailed on Exhibit A may peaceably and quietly enjoy the Leased Premises subject to the terms and conditions of this Lease.

13. ASSIGNMENT OR SUBLETTING. Tenant shall not sublet any portion of the Leased Premises or transfer or assign this Lease without obtaining the prior written consent of Landlord. Landlord's right to assign this Lease is and shall remain unqualified.

14. SALE OR ENCUMBRANCE OF THE PROPERTY. If Landlord sells or otherwise voluntarily conveys the Leased Premises during the term of this Lease, this Lease shall terminate.

15. HOLDING OVER. If Tenant remains in possession of the Leased Premises after the expiration or termination of this Lease, it shall be deemed to be occupying the Leased Premises as a tenant at sufferance, subject to all the conditions, provisions, and obligations of this Lease insofar as the same can be applicable to a tenancy at sufferance.

16. SURRENDER. Upon expiration or termination of this Lease, Tenant shall peaceably surrender the Leased Premises and remove all debris and personal property from the Leased Premises. Tenant shall not remove any of the immovable fixtures. Tenant shall be conclusively

deemed to have abandoned any personal property not removed prior to the effective date of the termination of this Lease or Tenant's surrender of the Leased Premises. All debris and personal property may be disposed of by Landlord. Tenant shall be responsible for any disposal costs.

17. ACCESS TO PROPERTY. Tenant agrees to permit Landlord and the authorized representatives of Landlord to enter the Leased Premises at all times during usual business hours (upon 24 hours' notice to Tenant) for the purpose of inspecting the same and conducting such maintenance and repairs to the Leased Premises as may be desired by Landlord. In the event of a bona fide emergency, Landlord need not provide notice to Tenant if doing so would be impractical.

18. DEFAULT OF TENANT.

(A) Events of Default: The occurrence of any one or more of the following events shall constitute an Event of Default:

(1) Tenant's failure to operate a before and after school program at the Leased Premises for a period of 60 days;

(2) Tenant's failure to maintain the insurance required herein, which failure remains uncured for 15 days following the written notice to Tenant of Tenant's failure to perform such obligation;

(3) Tenant's attempt to sublet any portion of the Leased Premises, or assign its interest under this Lease without the written permission of Landlord;

(4) Tenant files or has filed against it any bankruptcy, receivership, or other creditor's action or makes an assignment for the benefit of creditors;

(5) Tenant's failure to fully perform any of its obligations, other than the obligations referenced in subsections (1), (2), (3), or (4) above, which failure remains uncured for 30 days following Landlord's written notice to Tenant of its failure to perform such obligation.

(B) Landlord's Remedies: If an Event of Default occurs, Landlord shall have the following remedies:

(1) Landlord may, but shall not be obligated to, and without notice to or demand upon Tenant and without waiving or releasing Tenant from any obligations of Tenant under this Lease, pay or perform any obligations of Tenant; pay any cost or expense to be paid by Tenant; obtain any insurance coverage and pay premiums therefor; and make any other payment or perform any other act on the part of Tenant to be made and performed as provided for in this Lease, in such manner and to such extent as Landlord may deem desirable, and in exercising any such right, may also pay all necessary and incidental costs and expenses, employ counsel and incur and pay attorneys' fees.

(2) Neither the passage of time after the occurrence of an Event of Default nor Landlord's exercise of any other remedy with regard to such Event of Default shall limit Landlord's right to terminate the Lease by written notice to Tenant.

(3) Landlord may, whether or not Landlord has elected to terminate this Lease, immediately commence summary proceedings in unlawful detainer to recover possession of the Leased Premises. In the event of the issuance of a writ of restitution in such proceeding, upon Landlord's reentry upon and repossession of the Leased Premises, Landlord may remove Tenant and all other persons from the Leased Premises (subject to Tenant's right and responsibility to remove its personal property pursuant to paragraph 16). In the event Landlord reenters the Leased Premises pursuant to this paragraph and Tenant fails to remove its personal property within the time period provided in paragraph 16, all items of personal property not removed by Tenant within said period shall be deemed abandoned, and title thereto shall transfer to Landlord at the expiration of such period or, upon Tenant's vacation of the Leased Premises. These items may be disposed of by Landlord. Tenant shall be responsible for all disposal costs.

(4) In addition to all other remedies of Landlord, Landlord shall be entitled to reimbursement upon demand of all reasonable attorneys' fees which Landlord incurs in connection with any Event of Default.

(5) Landlord may initiate legal proceedings to enforce the provisions of this Lease.

No remedy provided for herein or elsewhere in this Lease or otherwise available to Landlord by law, statute, or equity, shall be exclusive of any other remedy, but all such remedies shall be cumulative and may be exercised from time to time and as often as the occasion may arise.

19. DAMAGE OR DESTRUCTION. If any of the Leased Premises is damaged or destroyed, Landlord has no obligation to repair or rebuild the Leased Premises and may instead opt to terminate this Lease or amend this Lease so that it no longer includes that facility.

20. EMINENT DOMAIN. If the whole or any part of the Leased Premises shall be taken by any public authority under the power of eminent domain, Tenant shall have no claim to, nor shall Tenant be entitled to, any portion of any award, for damages or otherwise. In the event only a portion of the Leased Premises are taken, the Lease shall terminate as to the part taken, and the rent and other charges herein reserved shall be adjusted for the remainder of the Leased Premises.

21. GENERAL.

(A) Relationship of Landlord and Tenant: The Lease does not create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, the sole relationships between the parties hereto being that of landlord and tenant under this Lease.

(B) Waiver: No waiver of Landlord's remedies upon the occurrence of an Event of Default shall be implied from any omission by Landlord to take any action on account of such Event of Default, and no express waiver shall affect any Event of Default other than the Event of Default specified in the express waiver and such an express waiver shall be effective only for the time and to the extent expressly stated. One or more waivers by Landlord shall not then be construed as a waiver of a subsequent Event of Default.

(C) Choice of Law: The laws of the State of Minnesota shall govern the validity, performance, and enforcement of this Lease.

(D) Time: Time is of the essence in the performance of all obligations under this Lease.

(E) Notices and Demands. Except as otherwise expressly provided in this Lease, any notice, demand, or other communication under the Lease any related document by either party to the other shall be sufficiently given or delivered if it is dispatched by certified mail, return receipt requested or delivered personally to:

(1) in the case of Tenant: Bilingual Learning Center
1264 Timmershore Lane
Eagan, MN 55123
Attn: Executive Director

(2) in the case of Landlord: Minneapolis Public Schools
Special School District No. 1
1250 West Broadway Avenue
Minneapolis, MN 55411
Attn: Real Estate Manager

With a copy to: General Counsel
Minneapolis Public Schools
1250 West Broadway Avenue
Minneapolis, MN 55411

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph 20.

(F) Entire Agreement and Amendment: This Lease constitutes the entire agreement between Landlord and Tenant affecting the Leased Premises and there are no other agreements, either oral or written, between the parties other than said documents and as are herein set forth. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and executed in the same form and manner in which this Lease is executed. If Tenant either leases an additional site from Landlord or vacates a site listed on Exhibit A, this Lease will need to be amended and Exhibit A replaced.

(G) Successors and Assigns: The terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

(H) Severability. Each provision of this Lease is intended to be severable. If a provision of this Lease is held by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity will not affect the validity of the remainder of this Lease.

(I) Authority to Execute. Each party represents and warrants to the other that (i) it has the full right, power and authority to execute this Lease and has the power to grant all rights hereunder; (ii) its execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on said party; and (iii) the execution and delivery of this Lease, and the performance of its obligations hereunder, have been duly authorized by all necessary personnel or corporate officers and do not violate any provision of law or the party's certificate of incorporation or bylaws or any other arrangement, provision of law or court order or decree.

IN WITNESS WHEREOF, Landlord and Tenant have caused these presents to be executed in form and manner sufficient to bind them at law, as of the day and year first above written.

BILINGUAL LEARNING CENTER

SPECIAL SCHOOL DISTRICT NO. 1

By: Blanca Ramirez

By: _____

Its: Executive Director

Its: _____

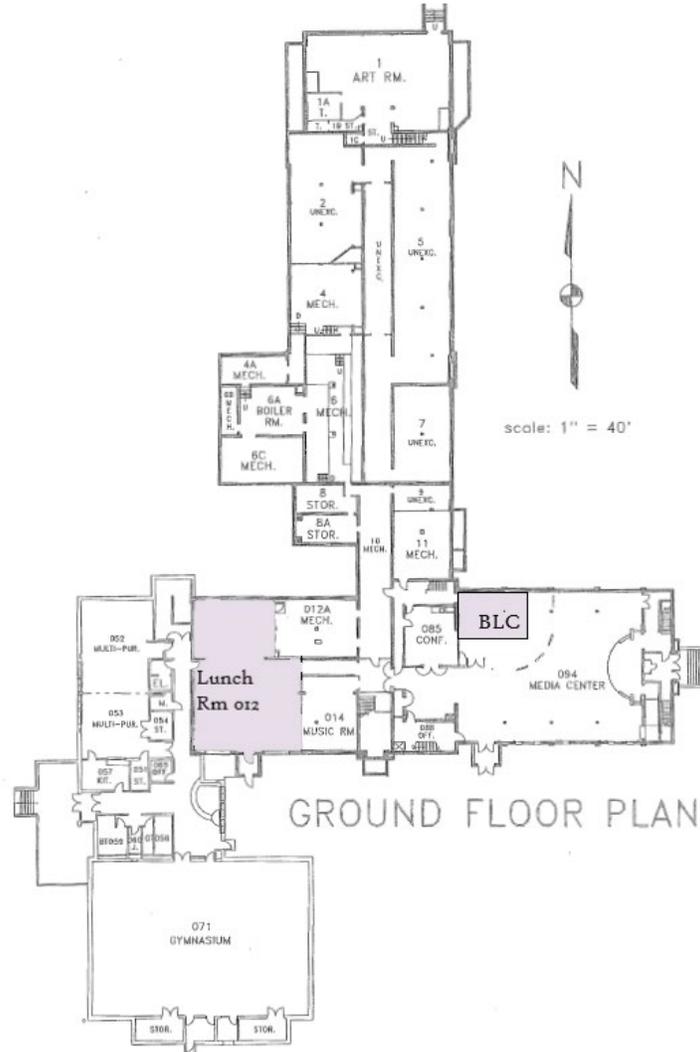
Date: June 4, 2023

Date: _____

EXHIBIT A

Leased Premises, Use Schedules, and Monthly Rent

**Windom Community School
5821 Wentworth Ave., Minneapolis, MN 55419**



Leased Rooms	Daily Use Schedule	Cost Per Hour	Monthly Total
BLC Classroom	7:30 am -9:30 am (2 hr)	\$15.00	\$600.00
BLC Classroom	4:00 pm – 6:00 pm (2 hr)	\$15.00	\$600.00
Lunch Rm 012	4:00 pm – 5:00 pm	N/A	N/A
		Total Monthly Rent	\$1,200.00



**2023-2024 RESOLUTION FOR MEMBERSHIP
IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE
Membership Renewal Form**

This form must be completed once for each school in the district.

Must be completed and submitted to MSHSL NOT LATER THAN JULY 31, 2023. Retain one copy for the school files.

RESOLVED, that the Governing Board or Entity of Minneapolis Edison High School (Name of School) located in the State of Minnesota delegates the control, supervision and regulation of interscholastic activities and athletics (referred to in MN Statutes, Section 128C.01) to the Minnesota State High School League, and so hereby certifies to the State Commissioner of Education as provided for by Minnesota Statutes.

FURTHER RESOLVED, that the school listed is authorized by this, the Governing Board of said school district or school to renew its membership in the Minnesota State High School League; and. Participate in the approved interscholastic activities and athletics sponsored by said League and its various subdivisions.

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

Signing this Resolution for Membership affirms that this Governing Board has reviewed all required membership materials provided by the League which defines the purpose and value of education-based activity and athletic and programs and defines each member school's responsibilities.

Member schools must develop and publicize administrative procedures to address eligibility suspensions related to Student Code of Responsibilities (Bylaw 206.2) violations for students participating in activity and athletic programs by member schools.

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

The following is taken from the MSHSL Constitution:

208.00 LOCAL CONTROL

208.01 Designated School Representatives

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

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

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

208.02 Designated Activity Representatives

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

208.03 Local Advisory Committee

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

Minneapolis Edison High School

Name of School (Please Print)

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

Abdul Abdi
(Designated School Board Member – please print)

Eryn Warne
(Designated School Representative – please print)

Abdul.abdi@mpls.k12.mn.us
Email Address

Eryn.warne@mpls.k12.mn.us
Email Address

208.02 ACTIVITY REPRESENTATIVES

Brett McNeal
(Boys Sports – please print)

Brett McNeal
(Girls Sports – please print)

(Speech – please print)

(Music – please print)

208.03 LOCAL ADVISORY COMMITTEE MEMBERS

Abdul Abdi
(Board Member—please print)

Halimah Abdullah
(Student—please print)

(Parent—please print)

(Faculty Member—please print)

Brett McNeal

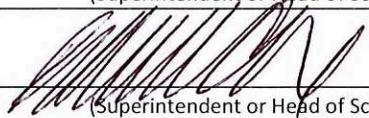
(Mailing Representative—please print)

The Mailing Representative is the person to whom mailings go. This is usually the Activity Director.

Print Name: _____
(Clerk/Secretary - Local Governing Board)

Print Name: **Rochelle Cox**
(Superintendent or Head of School)

Signed: _____
(Clerk/Secretary - Local Governing Board)

Signed: 
(Superintendent or Head of School)

Date: _____

Date: _____



**2023-2024 RESOLUTION FOR MEMBERSHIP
IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE
Membership Renewal Form**

This form must be completed once for each school in the district.

Must be completed and submitted to MSHSL NOT LATER THAN JULY 31, 2023. Retain one copy for the school files.

RESOLVED, that the Governing Board or Entity of The FAIR School for Arts (Name of School) located in the State of Minnesota delegates the control, supervision and regulation of interscholastic activities and athletics (referred to in MN Statutes, Section 128C.01) to the Minnesota State High School League, and so hereby certifies to the State Commissioner of Education as provided for by Minnesota Statutes.

FURTHER RESOLVED, that the school listed is authorized by this, the Governing Board of said school district or school to renew its membership in the Minnesota State High School League; and. Participate in the approved interscholastic activities and athletics sponsored by said League and its various subdivisions.

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

Signing this Resolution for Membership affirms that this Governing Board has reviewed all required membership materials provided by the League which defines the purpose and value of education-based activity and athletic and programs and defines each member school's responsibilities.

Member schools must develop and publicize administrative procedures to address eligibility suspensions related to Student Code of Responsibilities (Bylaw 206.2) violations for students participating in activity and athletic programs by member schools.

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

The following is taken from the MSHSL Constitution:

208.00 LOCAL CONTROL

208.01 Designated School Representatives

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

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

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

208.02 Designated Activity Representatives

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

208.03 Local Advisory Committee

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

The FAIR School for Arts

Name of School (Please Print)

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

(Designated School Board Member – please print)

Mary Pat Cumming
Principal

(Designated School Representative – please print)

marypat.cumming@mpls.k12.mn.us

Email Address

Email Address

208.02 ACTIVITY REPRESENTATIVES

(Boys Sports – please print)

(Girls Sports – please print)

(Speech – please print)

(Music – please print)

208.03 LOCAL ADVISORY COMMITTEE MEMBERS

(Board Member—please print)

(Student—please print)

(Parent—please print)

(Faculty Member—please print)

Lisa Dornacker

(Mailing Representative—please print)

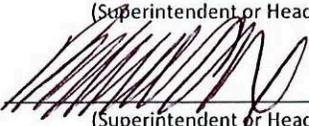
The Mailing Representative is the person to whom mailings go. This is usually the Activity Director.

Print Name: _____
(Clerk/Secretary - Local Governing Board)

Print Name: Rochelle Cox

(Superintendent or Head of School)

Signed: _____
(Clerk/Secretary - Local Governing Board)

Signed: 

(Superintendent or Head of School)

Date: _____

Date: _____



**2023-2024 RESOLUTION FOR MEMBERSHIP
IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE
Membership Renewal Form**

This form must be completed once for each school in the district.

Must be completed and submitted to MSHSL NOT LATER THAN JULY 31, 2023. Retain one copy for the school files.

RESOLVED, that the Governing Board or Entity of Minneapolis Patrick Henry High School (Name of School) located in the State of Minnesota delegates the control, supervision and regulation of interscholastic activities and athletics (referred to in MN Statutes, Section 128C.01) to the Minnesota State High School League, and so hereby certifies to the State Commissioner of Education as provided for by Minnesota Statutes.

FURTHER RESOLVED, that the school listed is authorized by this, the Governing Board of said school district or school to renew its membership in the Minnesota State High School League; and. Participate in the approved interscholastic activities and athletics sponsored by said League and its various subdivisions.

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

Signing this Resolution for Membership affirms that this Governing Board has reviewed all required membership materials provided by the League which defines the purpose and value of education-based activity and athletic and programs and defines each member school's responsibilities.

Member schools must develop and publicize administrative procedures to address eligibility suspensions related to Student Code of Responsibilities (Bylaw 206.2) violations for students participating in activity and athletic programs by member schools.

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

The following is taken from the MSHSL Constitution:

208.00 LOCAL CONTROL

208.01 Designated School Representatives

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

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

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

208.02 Designated Activity Representatives

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

208.03 Local Advisory Committee

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

Minneapolis Patrick Henry High School

Name of School (Please Print)

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

Lisa Dornacker

(Designated School Board Member – please print)

(Designated School Representative – please print)

lisa.dornacker@mpls.k12.mn.us

Email Address

Email Address

208.02 ACTIVITY REPRESENTATIVES

(Boys Sports – please print)

(Girls Sports – please print)

(Speech – please print)

(Music – please print)

208.03 LOCAL ADVISORY COMMITTEE MEMBERS

(Board Member—please print)

(Student—please print)

(Parent—please print)

(Faculty Member—please print)

Lisa Dornacker

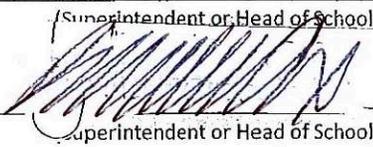
(Mailing Representative—please print)

The Mailing Representative is the person to whom mailings go. This is usually the Activity Director.

Print Name: _____
(Clerk/Secretary - Local Governing Board)

Print Name: Rochelle Cox
(Superintendent or Head of School)

Signed: _____
(Clerk/Secretary - Local Governing Board)

Signed: 
(Superintendent or Head of School)

Date: _____

Date: _____



**2023-2024 RESOLUTION FOR MEMBERSHIP
IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE
Membership Renewal Form**

This form must be completed once for each school in the district.

Must be completed and submitted to MSHSL NOT LATER THAN JULY 31, 2023. Retain one copy for the school files.

RESOLVED, that the Governing Board or Entity of Heritage Academy (Name of School) located in the State of Minnesota delegates the control, supervision and regulation of interscholastic activities and athletics (referred to in MN Statutes, Section 128C.01) to the Minnesota State High School League, and so hereby certifies to the State Commissioner of Education as provided for by Minnesota Statutes.

FURTHER RESOLVED, that the school listed is authorized by this, the Governing Board of said school district or school to renew its membership in the Minnesota State High School League; and. Participate in the approved interscholastic activities and athletics sponsored by said League and its various subdivisions.

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

Signing this Resolution for Membership affirms that this Governing Board has reviewed all required membership materials provided by the League which defines the purpose and value of education-based activity and athletic and programs and defines each member school's responsibilities.

Member schools must develop and publicize administrative procedures to address eligibility suspensions related to Student Code of Responsibilities (Bylaw 206.2) violations for students participating in activity and athletic programs by member schools.

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

The following is taken from the MSHSL Constitution:

208.00 LOCAL CONTROL

208.01 Designated School Representatives

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

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

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

208.02 Designated Activity Representatives

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

208.03 Local Advisory Committee

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

Heritage Academy
Name of School (Please Print)

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

Kim Ellison
(Designated School Board Member - please print)

Adam Flanders
(Designated School Representative - please print)

Kim.Ellison@mpls.k12.mn.us
Email Address

adam.flanders@mpls.k12.mn.us
Email Address

208.02 ACTIVITY REPRESENTATIVES

Adam Flanders
(Boys Sports - please print)

adam Flanders
(Girls Sports - please print)

adam Flanders
(Speech - please print)

adam Flanders
(Music - please print)

208.03 LOCAL ADVISORY COMMITTEE MEMBERS

Kim Ellison
(Board Member - please print)

Furhan Mohamed
(Student - please print)

Maryam a. Mohamed
(Parent - please print)

adam Flanders
(Faculty Member - please print)

adam Flanders
(Mailing Representative - please print)

The Mailing Representative is the person to whom mailings go. This is usually the Activity Director.

Print Name: Lori Norvell
(Clerk/Secretary - Local Governing Board)

Print Name: Rochelle Cox
(Superintendent or Head of School)

Signed: _____
(Clerk/Secretary - Local Governing Board)

Signed: _____
(Superintendent or Head of School)

Date: _____

Date: _____



**2023-2024 RESOLUTION FOR MEMBERSHIP
IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE
Membership Renewal Form**

This form must be completed once for each school in the district.

Must be completed and submitted to MSHSL NOT LATER THAN JULY 31, 2023. Retain one copy for the school files.

RESOLVED, that the Governing Board or Entity of MINNEAPOLIS NORTH COMMUNITY HIGH (Name of School) located in the State of Minnesota delegates the control, supervision and regulation of interscholastic activities and athletics (referred to in MN Statutes, Section 128C.01) to the Minnesota State High School League, and so hereby certifies to the State Commissioner of Education as provided for by Minnesota Statutes.

FURTHER RESOLVED, that the school listed is authorized by this, the Governing Board of said school district or school to renew its membership in the Minnesota State High School League; and. Participate in the approved interscholastic activities and athletics sponsored by said League and its various subdivisions.

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

Signing this Resolution for Membership affirms that this Governing Board has reviewed all required membership materials provided by the League which defines the purpose and value of education-based activity and athletic and programs and defines each member school's responsibilities.

Member schools must develop and publicize administrative procedures to address eligibility suspensions related to Student Code of Responsibilities (Bylaw 206.2) violations for students participating in activity and athletic programs by member schools.

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

The following is taken from the MSHSL Constitution:

208.00 LOCAL CONTROL

208.01 Designated School Representatives

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

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

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

208.02 Designated Activity Representatives

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

208.03 Local Advisory Committee

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

MINNEAPOLIS NORTH COMMUNITY HIGH SCHOOL
Name of School (Please Print)

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

SHARON EL-AMIN
(Designated School Board Member – please print)

(Designated School Representative – please print)

SHARON.EL-AMIN@MPLS.K12.MN.US
Email Address

Email Address

208.02 ACTIVITY REPRESENTATIVES

KALE SEVERSON
(Boys Sports – please print)

KALE SEVERSON
(Girls Sports – please print)

KALE SEVERSON
(Speech – please print)

KALE SEVERSON
(Music – please print)

208.03 LOCAL ADVISORY COMMITTEE MEMBERS

SHARON EL-AMIN
(Board Member—please print)

ZASHON RICH
(Student—please print)

DANIELLE TIETJEN
(Parent—please print)

KALE SEVERSON
(Faculty Member—please print)

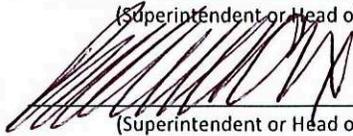
KALE SEVERSON
(Mailing Representative—please print)

The Mailing Representative is the person to whom mailings go. This is usually the Activity Director.

Print Name: LORI NORVELL
(Clerk/Secretary - Local Governing Board)

Print Name: ROCHELLE COX
(Superintendent or Head of School)

Signed: _____
(Clerk/Secretary - Local Governing Board)

Signed: 
(Superintendent or Head of School)

Date: _____

Date: _____



**2023-2024 RESOLUTION FOR MEMBERSHIP
IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE
Membership Renewal Form**

This form must be completed once for each school in the district.

Must be completed and submitted to MSHSL NOT LATER THAN JULY 31, 2023. Retain one copy for the school files.

RESOLVED, that the Governing Board or Entity of Minneapolis Roosevelt (Name of School) located in the State of Minnesota delegates the control, supervision and regulation of interscholastic activities and athletics (referred to in MN Statutes, Section 128C.01) to the Minnesota State High School League, and so hereby certifies to the State Commissioner of Education as provided for by Minnesota Statutes.

FURTHER RESOLVED, that the school listed is authorized by this, the Governing Board of said school district or school to renew its membership in the Minnesota State High School League; and. Participate in the approved interscholastic activities and athletics sponsored by said League and its various subdivisions.

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

Signing this Resolution for Membership affirms that this Governing Board has reviewed all required membership materials provided by the League which defines the purpose and value of education-based activity and athletic and programs and defines each member school's responsibilities.

Member schools must develop and publicize administrative procedures to address eligibility suspensions related to Student Code of Responsibilities (Bylaw 206.2) violations for students participating in activity and athletic programs by member schools.

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

The following is taken from the MSHSL Constitution:

208.00 LOCAL CONTROL

208.01 Designated School Representatives

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

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

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

208.02 Designated Activity Representatives

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

208.03 Local Advisory Committee

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

Minneapolis Roosevelt

Name of School (Please Print)

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

Kim Ellison

(Designated School Board Member - please print)

Adam Flanders

(Designated School Representative - please print)

Kim.Ellison@mpls.k12.mn.us

Email Address

adam.flanders@mpls.k12.mn.us

Email Address

208.02 ACTIVITY REPRESENTATIVES

Adam Flanders

(Boys Sports - please print)

Adam Flanders

(Girls Sports - please print)

Robyn Ellison

(Speech - please print)

Nicholas Willson

(Music - please print)

208.03 LOCAL ADVISORY COMMITTEE MEMBERS

Kim Ellison

(Board Member - please print)

Henry Murray

(Student - please print)

Ruth Murray

(Parent - please print)

Adam Flanders

(Faculty Member - please print)

Adam Flanders

(Mailing Representative - please print)

The Mailing Representative is the person to whom mailings go. This is usually the Activity Director.

Print Name: Lori Narvell
(Clerk/Secretary - Local Governing Board)

Print Name: Rochelle Cox
(Superintendent or Head of School)

Signed: _____
(Clerk/Secretary - Local Governing Board)

Signed: _____
(Superintendent or Head of School)

Date: _____

Date: _____



**2023-2024 RESOLUTION FOR MEMBERSHIP
IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE
Membership Renewal Form**

This form must be completed once for each school in the district.

Must be completed and submitted to MSHSL NOT LATER THAN JULY 31, 2023. Retain one copy for the school files.

RESOLVED, that the Governing Board or Entity of Minneapolis South High School (Name of School) located in the State of Minnesota delegates the control, supervision and regulation of interscholastic activities and athletics (referred to in MN Statutes, Section 128C.01) to the Minnesota State High School League, and so hereby certifies to the State Commissioner of Education as provided for by Minnesota Statutes.

FURTHER RESOLVED, that the school listed is authorized by this, the Governing Board of said school district or school to renew its membership in the Minnesota State High School League; and. Participate in the approved interscholastic activities and athletics sponsored by said League and its various subdivisions.

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

Signing this Resolution for Membership affirms that this Governing Board has reviewed all required membership materials provided by the League which defines the purpose and value of education-based activity and athletic and programs and defines each member school's responsibilities.

Member schools must develop and publicize administrative procedures to address eligibility suspensions related to Student Code of Responsibilities (Bylaw 206.2) violations for students participating in activity and athletic programs by member schools.

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

The following is taken from the MSHSL Constitution:

208.00 LOCAL CONTROL

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

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

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

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

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

Minneapolis South High School

Name of School (Please Print)

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

Fathia Feerayarre

Amy Cardarelle

(Designated School Board Member – please print)

(Designated School Representative – please print)

Fathia.Feerayarre@mpls.k12.mn.us

amy.cardarelle@mpls.k12.mn.us

Email Address

Email Address

208.02 ACTIVITY REPRESENTATIVES

Amy Cardarelle

Amy Cardarelle

(Boys Sports – please print)

(Girls Sports – please print)

(Speech – please print)

(Music – please print)

Laurie Meyers

208.03 LOCAL ADVISORY COMMITTEE MEMBERS

Fathia Feerayarre

TBD

(Board Member—please print)

(Student—please print)

TBD

Kenneth Maxey

(Parent—please print)

(Faculty Member—please print)

Amy Cardarelle

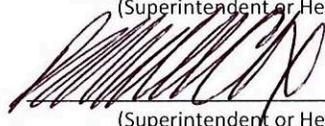
(Mailing Representative—please print)

The Mailing Representative is the person to whom mailings go. This is usually the Activity Director.

Print Name: _____
(Clerk/Secretary - Local Governing Board)

Print Name: Rochelle Cox
(Superintendent or Head of School)

Signed: _____
(Clerk/Secretary - Local Governing Board)

Signed: 
(Superintendent or Head of School)

Date: _____

Date: _____



**2023-2024 RESOLUTION FOR MEMBERSHIP
IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE
Membership Renewal Form**

This form must be completed once for each school in the district.

Must be completed and submitted to MSHSL NOT LATER THAN JULY 31, 2023. Retain one copy for the school files.

RESOLVED, that the Governing Board or Entity of MINNEAPOLIS SOUTHWEST (Name of School) located in the State of Minnesota delegates the control, supervision and regulation of interscholastic activities and athletics (referred to in MN Statutes, Section 128C.01) to the Minnesota State High School League, and so hereby certifies to the State Commissioner of Education as provided for by Minnesota Statutes.

FURTHER RESOLVED, that the school listed is authorized by this, the Governing Board of said school district or school to renew its membership in the Minnesota State High School League; and. Participate in the approved interscholastic activities and athletics sponsored by said League and its various subdivisions.

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

Signing this Resolution for Membership affirms that this Governing Board has reviewed all required membership materials provided by the League which defines the purpose and value of education-based activity and athletic and programs and defines each member school's responsibilities.

Member schools must develop and publicize administrative procedures to address eligibility suspensions related to Student Code of Responsibilities (Bylaw 206.2) violations for students participating in activity and athletic programs by member schools.

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

The following is taken from the MSHSL Constitution:

208.00 LOCAL CONTROL

208.01 Designated School Representatives

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

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

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

208.02 Designated Activity Representatives

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

208.03 Local Advisory Committee

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

MINNEAPOLIS SOUTHWEST

Name of School (Please Print)

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

Ira Jourdain

(Designated School Board Member – please print)

JARED MOUNTAIN

(Designated School Representative – please print)

Ira.jourdain@mpls.k12.mn.us

Email Address

jared.mountain@mpls.k12.mn.us

Email Address

208.02 ACTIVITY REPRESENTATIVES

JARED MOUNTAIN

(Boys Sports – please print)

JARED MOUNTAIN

(Girls Sports – please print)

—

(Speech – please print)

RIED WIXOM

(Music – please print)

208.03 LOCAL ADVISORY COMMITTEE MEMBERS

IRA JOURDAIN

(Board Member—please print)

Megan Schoenke

(Student—please print)

Carrie Kroll

(Parent—please print)

JARED MOUNTAIN

(Faculty Member—please print)

JARED MOUNTAIN

(Mailing Representative—please print)

The Mailing Representative is the person to whom mailings go. This is usually the Activity Director.

Print Name: LORI NORDELL
(Clerk/Secretary - Local Governing Board)

Print Name: ROCHELLE COX
(Superintendent or Head of School)

Signed: _____
(Clerk/Secretary - Local Governing Board)

Signed: [Signature]
(Superintendent or Head of School)

Date: _____

Date: _____



**2023-2024 RESOLUTION FOR MEMBERSHIP
IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE
Membership Renewal Form**

This form must be completed once for each school in the district.

Must be completed and submitted to MSHSL NOT LATER THAN JULY 31, 2023. Retain one copy for the school files.

RESOLVED, that the Governing Board or Entity of Minneapolis Washburn (Name of School) located in the State of Minnesota delegates the control, supervision and regulation of interscholastic activities and athletics (referred to in MN Statutes, Section 128C.01) to the Minnesota State High School League, and so hereby certifies to the State Commissioner of Education as provided for by Minnesota Statutes.

FURTHER RESOLVED, that the school listed is authorized by this, the Governing Board of said school district or school to renew its membership in the Minnesota State High School League; and. Participate in the approved interscholastic activities and athletics sponsored by said League and its various subdivisions.

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

Signing this Resolution for Membership affirms that this Governing Board has reviewed all required membership materials provided by the League which defines the purpose and value of education-based activity and athletic and programs and defines each member school's responsibilities.

Member schools must develop and publicize administrative procedures to address eligibility suspensions related to Student Code of Responsibilities (Bylaw 206.2) violations for students participating in activity and athletic programs by member schools.

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

The following is taken from the MSHSL Constitution:

208.00 LOCAL CONTROL

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

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

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

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

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



**2023-2024 RESOLUTION FOR MEMBERSHIP
IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE
Membership Renewal Form**

This form must be completed once for each school in the district.

Must be completed and submitted to MSHSL NOT LATER THAN JULY 31, 2023. Retain one copy for the school files.

RESOLVED, that the Governing Board or Entity of Wellstone International (Name of School) located in the State of Minnesota delegates the control, supervision and regulation of interscholastic activities and athletics (referred to in MN Statutes, Section 128C.01) to the Minnesota State High School League, and so hereby certifies to the State Commissioner of Education as provided for by Minnesota Statutes.

FURTHER RESOLVED, that the school listed is authorized by this, the Governing Board of said school district or school to renew its membership in the Minnesota State High School League; and. Participate in the approved interscholastic activities and athletics sponsored by said League and its various subdivisions.

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

Signing this Resolution for Membership affirms that this Governing Board has reviewed all required membership materials provided by the League which defines the purpose and value of education-based activity and athletic and programs and defines each member school's responsibilities.

Member schools must develop and publicize administrative procedures to address eligibility suspensions related to Student Code of Responsibilities (Bylaw 206.2) violations for students participating in activity and athletic programs by member schools.

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

The following is taken from the MSHSL Constitution:

208.00 LOCAL CONTROL

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

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

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

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

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

Wellstone International

Name of School (Please Print)

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

Adriana Cerrillo

(Designated School Board Member – please print)

ariana.cerrillo@mpls.k12.mn.us

Email Address

Amy Cardarelle

(Designated School Representative – please print)

amy.cardarelle@mpls.k12.mn.us

Email Address

208.02 ACTIVITY REPRESENTATIVES

Amy Cardarelle

(Boys Sports – please print)

(Speech – please print)

Amy Cardarelle

(Girls Sports – please print)

(Music – please print)

208.03 LOCAL ADVISORY COMMITTEE MEMBERS

Adriana Cerrillo

(Board Member—please print)

TBD

(Parent—please print)

TBD

(Student—please print)

Isa Rodriguez

(Faculty Member—please print)

Amy Cardarelle

(Mailing Representative—please print)

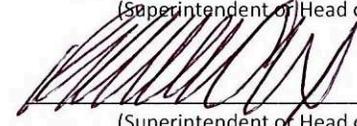
The Mailing Representative is the person to whom mailings go. This is usually the Activity Director.

Print Name: _____
(Clerk/Secretary - Local Governing Board)

Signed: _____
(Clerk/Secretary - Local Governing Board)

Date: _____

Print Name: Rochelle Cox
(Superintendent of Head of School)

Signed: 
(Superintendent of Head of School)

Date: _____

Application for Cooperative Sponsorship

Deadline: Not later than 30 days prior to the first day of practice for that sport season.
 PLEASE SEE BYLAW 403.2 (A-C) and 403.4 (A-D) (amended May 15, 2017) FOR INFORMATION REGARDING REQUIRED DOCUMENTATION AND APPLICATION PROCEDURE

The governing boards of each participating school must jointly make application for cooperative sponsorship.

On behalf of the following schools, we hereby apply for cooperative sponsorship of Swim/Dive Girls beginning with the 20 23 - 20 24 school year. (activity) (boys' or girls') (Adapted-CI or PI)

List **ALL** schools included in the cooperative sponsorship. *Attach another form if necessary.*

	School	Enrollment (9-12)*	City	Administrative Region**	Competitive Section**
High School #1:	Mpls South	1377	Minneapolis	6AA	6AA
High School #2:	Mpls Roosevelt	1143	Minneapolis	6AA	6AA
High School #3:					
High School #4:					

*Enrollment reported to the State of Minnesota on October 1 of the previous school year.

**Current (Number and Class)

- Do any of the above schools belong to a conference in this activity?
 Yes This application must include a review and comments from the conference(s) of which the schools are members.
 No
- Do any of the above schools currently have a cooperative agreement in this activity?
 Yes An application for dissolution must be submitted for the existing agreement.
 No
- Describe the conditions which have prompted your request to co-sponsor this activity. (See model resolution at [www.mshsl.org/About MSHSL/Membership Information: A History & Model Resolution for School Boards](http://www.mshsl.org/About%20MSHSL/Membership%20Information%20A%20History%20&%20Model%20Resolution%20for%20School%20Boards))

4. List the number of students, by grade level, who participated in this activity during the previous year. *If the school did not sponsor the program last year, indicate the number of students expected to participate in this cooperatively-sponsored activity this year if approved.*

	7th	8th	9th	10th	11th	12th
High School #1	—	—	—	3	5	2
High School #2			4	3	4	3
High School #3						
High School #4						

5. Team Identification: (Indicate how cooped schools should be identified in tournament programs):
Mpls South/Roosevelt

6. Team Colors: _____ Team Mascot: _____

7. Host School (school that will receive revenue share check): Minneapolis South

Board of Education (or designee)	School	Date
Signed _____	_____	_____

Official Action of the MSHSL Board of Directors

Approved Not Approved

Signature: _____ Date: _____
 MSHSL Executive Director

Application for Cooperative Sponsorship

Deadline: Not later than 30 days prior to the first day of practice for that sport season.
 PLEASE SEE BYLAW 403.2 (A-C) and 403.4 (A-D) (amended May 15, 2017) FOR INFORMATION REGARDING REQUIRED DOCUMENTATION AND APPLICATION PROCEDURE

The governing boards of each participating school must jointly make application for cooperative sponsorship.

On behalf of the following schools, we hereby apply for cooperative sponsorship of Swim / Dive Boys beginning with the 20 23 - 20 24 school year.
 (activity) (boys' or girls') (Adapted-CI or PI)

List **ALL** schools included in the cooperative sponsorship. *Attach another form if necessary.*

	School	Enrollment (9-12)*	City	Administrative Region**	Competitive Section**
High School #1:	<u>Mpls South</u>	<u>1377</u>	<u>Minneapolis</u>	<u>GAA</u>	<u>GAA</u>
High School #2:	<u>Mpls Roosevelt</u>	<u>1143</u>	<u>Minneapolis</u>	<u>GAA</u>	<u>GAA</u>
High School #3:					
High School #4:					

*Enrollment reported to the State of Minnesota on October 1 of the previous school year.

**Current (Number and Class)

- Do any of the above schools belong to a conference in this activity?
 Yes This application must include a review and comments from the conference(s) of which the schools are members.
 No
- Do any of the above schools currently have a cooperative agreement in this activity?
 Yes An application for dissolution must be submitted for the existing agreement.
 No
- Describe the conditions which have prompted your request to co-sponsor this activity. (See model resolution at www.mshsl.org/About/MSHSL/Membership/Information: A History & Model Resolution for School Boards)
- List the number of students, by grade level, who participated in this activity during the previous year. *If the school did not sponsor the program last year, indicate the number of students expected to participate in this cooperatively-sponsored activity this year if approved.*

	7th	8th	9th	10th	11th	12th
High School #1	<u>—</u>	<u>—</u>	<u>4</u>	<u>1</u>	<u>—</u>	<u>2</u>
High School #2			<u>3</u>	<u>1</u>	<u>1</u>	<u>—</u>
High School #3						
High School #4						

5. Team Identification: (Indicate how cooped schools should be identified in tournament programs): _____

6. Team Colors: _____ Team Mascot: _____

7. Host School (school that will receive revenue share check): Minneapolis South

	School	Date
Signed _____	_____	_____

Official Action of the MSHSL Board of Directors

- Approved
 Not Approved

Signature: _____ Date: _____
 MSHSL Executive Director

Application for Cooperative Sponsorship

Deadline: Not later than 30 days prior to the first day of practice for that sport season.
 PLEASE SEE BYLAW 403.2 (A-C) and 403.4 (A-D) (amended May 15, 2017) FOR INFORMATION REGARDING REQUIRED DOCUMENTATION
 AND APPLICATION PROCEDURE

The governing boards of each participating school must jointly make application for cooperative sponsorship.

On behalf of the following schools, we hereby apply for cooperative sponsorship of **Girls Swimming/Dive**
 beginning with the **2023 - 2024** school year. (activity) (boys' or girls') (Adapted-CI or PI)

List **ALL** schools included in the cooperative sponsorship. *Attach another form if necessary.*

	School	Enrollment (9-12)*	City	Administrative Region**	Competitive Section**
High School #1:	Minneapolis Edison High School	1100	Minneapolis	6AA	2A
High School #2:	Minneapolis Henry High School	856	Minneapolis	6AA	2A
High School #3:	Minneapolis North Community High School	454	Minneapolis	4A	2A
High School #4:					

*Enrollment reported to the State of Minnesota on October 1 of the previous school year.

**Current (Number and Class)

- Do any of the above schools belong to a conference in this activity?
 Yes This application must include a review and comments from the conference(s) of which the schools are members.
 No
- Do any of the above schools currently have a cooperative agreement in this activity?
 Yes An application for dissolution must be submitted for the existing agreement.
 No
- Describe the conditions which have prompted your request to co-sponsor this activity. (See model resolution at [www.mshsl.org/About MSHSL/Membership Information: A History & Model Resolution for School Boards](http://www.mshsl.org/About_MSHSL/Membership_Information:_A_History_&_Model_Resolution_for_School_Boards)) All three of our schools do not have enough girls to form our own team. We have agreed to enter a co-op so our schools will be able to host girls swimming and allow our students to participate in swim.

4. List the number of students, by grade level, who participated in this activity during the previous year. *If the school did not sponsor the program last year, indicate the number of students expected to participate in this cooperatively-sponsored activity this year if approved.*

	7th	8th	9th	10th	11th	12th
High School #1	1			1		
High School #2		1			1	
High School #3		1		1		

- Team Identification: (Indicate how cooped schools should be identified in tournament programs): Minneapolis Edison/Henry/North High School.
- Team Colors: Blue & Gold _____ Team Mascot: Tommies
- Host School (school that will receive revenue share check): Minneapolis Edison High School

Board of Education (or designee)	School	Date
Signed _____	_____	_____

Official Action of the MSHSL Board of Directors

Approved
 Not Approved

Signature: _____ Date: _____
 MSHSL Executive Director

Application for Cooperative Sponsorship

Deadline: Not later than 30 days prior to the first day of practice for that sport season.
PLEASE SEE BYLAW 403.2 (A-C) and 403.4 (A-D) (amended May 15, 2017) FOR INFORMATION REGARDING REQUIRED DOCUMENTATION AND APPLICATION PROCEDURE

The governing boards of each participating school must jointly make application for cooperative sponsorship.

On behalf of the following schools, we hereby apply for cooperative sponsorship of **Boys Swimming/Dive**
 beginning with the **2023 - 2024** school year. (activity) (boys' or girls') (Adapted-CI or PI)

List **ALL** schools included in the cooperative sponsorship. *Attach another form if necessary.*

	School	Enrollment (9-12)*	City	Administrative Region**	Competitive Section**
High School #1:	Minneapolis Edison High School	1100	Minneapolis	6AA	4A
High School #2:	Minneapolis Henry High School	856	Minneapolis		
High School #3:	Minneapolis North Community High School	454	Minneapolis		
High School #4:					

*Enrollment reported to the State of Minnesota on October 1 of the previous school year.

**Current (Number and Class)

- Do any of the above schools belong to a conference in this activity?
 Yes This application must include a review and comments from the conference(s) of which the schools are members.
 No
- Do any of the above schools currently have a cooperative agreement in this activity?
 Yes An application for dissolution must be submitted for the existing agreement.
 No
- Describe the conditions which have prompted your request to co-sponsor this activity. (See model resolution at [www.mshsl.org/About/MSHSL/Membership Information: A History & Model Resolution for School Boards](http://www.mshsl.org/About/MSHSL/Membership%20Information%20A%20History%20&%20Model%20Resolution%20for%20School%20Boards)) All three of our schools do not have enough girls to form our own team. We have agreed to enter a co-op so our schools will be able to host girls swimming and allow our students to participate in swim.

4. List the number of students, by grade level, who participated in this activity during the previous year. *If the school did not sponsor the program last year, indicate the number of students expected to participate in this cooperatively-sponsored activity this year if approved.*

	7th	8th	9th	10th	11th	12th
High School #1	0	0	1	1	1	1
High School #2	0	0	0	0	0	0
High School #3	0	0	0	0	0	0

5. Team Identification: (Indicate how cooped schools should be identified in tournament programs): Minneapolis Edison/Henry/North High School.

6. Team Colors: Blue & Gold _____ Team Mascot: Tommies

7. Host School (school that will receive revenue share check): Minneapolis Edison High School

Board of Education (or designee)	School	Date
Signed _____	_____	_____

Official Action of the MSHSL Board of Directors

- Approved**
 Not Approved

Signature: _____ Date: _____
MSHSL Executive Director

**Special School District Number 1
Board of Education Resolution**



Resolution No. 2023-0040
June 13, 2023

Resolution Confirming 2023-2024 School Bell Times

BE IT RESOLVED, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby approves the following school start and end times (bell times) for the 2023-2024 school year:

School	Start Time	End Time
Andersen	8:40:00 AM	3:10:00 PM
Anishinabe	7:30:00 AM	2:00:00 PM
Anthony	8:40:00 AM	3:10:00 PM
Anwatin	8:40:00 AM	3:10:00 PM
Armatage	8:05:00 AM	2:35:00 PM
Bancroft	9:10:00 AM	3:40:00 PM
Barton	9:30:00 AM	4:00:00 PM
Bethune	8:05:00 AM	2:35:00 PM
Bryn Mawr	7:30:00 AM	2:00:00 PM
Burroughs	9:10:00 AM	3:40:00 PM
Cityview	8:05:00 AM	2:35:00 PM
Dowling	9:30:00 AM	4:00:00 PM
Edison	8:30:00 AM	3:05:00 PM
Ella Baker	7:30:00 AM	2:00:00 PM
Emerson	7:30:00 AM	2:00:00 PM
FAIR	8:30:00 AM	3:15:00 PM
Field	9:17:00 AM	3:47:00 PM
Folwell	8:25:00 AM	2:55:00 PM
Franklin	8:40:00 AM	3:10:00 PM
Green	9:30:00 AM	4:00:00 PM
Hale	9:10:00 AM	3:40:00 PM
Hall	7:30:00 AM	2:00:00 PM
Harrison	8:00:00 AM	2:30:00 PM

Henry	8:30:00 AM	3:20:00 PM
Heritage	8:30:00 AM	3:00:00 PM
Hiawatha	9:35:00 AM	4:05:00 PM
Howe	9:25:00 AM	3:55:00 PM
HIA	8:00:00 AM	2:30:00 PM
Jenny Lind	7:30:00 AM	2:00:00 PM
Justice Page	8:45:00 AM	3:15:00 PM
Kenny	9:30:00 AM	4:00:00 PM
Kenwood	9:30:00 AM	4:00:00 PM
Lake Harriet Lower	9:15:00 AM	3:45:00 PM
Lake Harriet Upper	9:20:00 AM	3:50:00 PM
Lake Nokomis Keewaydin	9:10:00 AM	3:40:00 PM
Lake Nokomis Wenonah	9:10:00 AM	3:40:00 PM
Las Estrellas	7:30:00 AM	2:00:00 PM
Longfellow	9:40:00 AM	4:10:00 PM
Loring	8:25:00 AM	2:55:00 PM
Lucy Laney	8:05:00 AM	2:35:00 PM
Lyndale	8:25:00 AM	2:55:00 PM
Marcy	9:30:00 AM	4:00:00 PM
Metro Education Services	9:10:00 AM	3:40:00 PM
MACC	8:30:00 AM	3:00:00 PM
Nellie Stone	8:05:00 AM	2:35:00 PM
North	8:30:00 AM	3:00:00 PM
Northeast	8:40:00 AM	3:10:00 PM
Northrop	9:10:00 AM	3:40:00 PM
Online K-12	8:30:00 AM	3:00:00 PM
Olson	8:40:00 AM	3:10:00 PM
Pillsbury	8:05:00 AM	2:35:00 PM
Pratt	8:05:00 AM	2:35:00 PM
River Bend	7:15:00 AM	1:45:00 PM
Roosevelt	8:30:00 AM	3:20:00 PM
Sanford	8:40:00 AM	3:10:00 PM

Seward	9:30:00 AM	4:00:00 PM
South	8:30:00 AM	3:00:00 PM
Southwest	8:30:00 AM	3:05:00 PM
Stadium View	8:30:00 AM	3:00:00 PM
Sullivan	7:30:00 AM	2:00:00 PM
TPlus	9:30:00 AM	4:10:00 PM
Waite Park	9:10:00 AM	3:40:00 PM
Washburn	8:30:00 AM	3:00:00 PM
Webster	8:15:00 AM	2:45:00 PM
Wellstone	8:30:00 AM	3:00:00 PM
Whittier	9:10:00 AM	3:40:00 PM
Windom	9:30:00 AM	4:00:00 PM

ADOPTED this 13th day of June 2023.

Sharon El-Amin, Chair

Lori Norvell, Clerk

RECORD OF BOARD VOTE (2023-0040)				
DIRECTOR	AYE	NAY	ABSTAIN	ABSENT
Abdi				
El-Amin				
Feerayarre				
Cerrillo				
Norvell				
Jourdain				
Beachy				
Ellison				
Emerick				

Instructions for Districts and Schools: Copy the form below onto your district or school letterhead, complete the information requested in the six spaces shown, then scan and email the completed form to: useraccess.mde@state.mn.us.

Education Identity and Access Management Board Resolution

The Minnesota Department of Education (MDE), Professional Educator Licensing Standards Board (PELSB), and Office of Higher Education (OHE) require annual designation of an Identified Official with Authority (IOwA) for each local educational agency that uses the Education Identity and Access Management (EDIAM) system. The IOwA is responsible for authorizing, reviewing, and recertifying user access for their local educational agency in accordance with the State of Minnesota Enterprise Identity and Access Management Standard, which states that all user access rights to Minnesota state systems must be reviewed and recertified at least annually. The IOwA will authorize user access to State of Minnesota Education secure systems in accordance with the user's assigned job duties, and will revoke that user's access when it is no longer needed to perform their job duties.

Your school board or equivalent governing board must designate an IOwA to authorize user access to State of Minnesota Education secure websites for your organization. This EDIAM board resolution must be completed and submitted to the Minnesota Department of Education annually, as well as any time there is a change in the assignment of the Identified Official with Authority.

It is strongly recommended that only one person at the local educational agency or organization (the superintendent or exec. director) is designated as the IOwA. The IOwA will grant the IOwA Proxy role(s).

Designation of the Identified Official with Authority for Education Identity and Access Management

Organization Name: _____

6-Digit or 9-Digit Organization Number (e.g. 1234-01 or 1234-01-000): _____

Superintendent or Exec. Director Name: _____

Will act as the IOwA? ____ Yes ____ No

If no, identify below the individual who will act as the IOwA for your organization.

The Superintendent or Exec. Director recommends the Board authorize the below named individual(s) to act as the Identified Official with Authority (IOwA) for this organization:

Print Name: _____

Title: _____

Board Member Signature:

Name: _____

Date: _____

Once the EDIAM Board Resolution is completed, scan and email it to: useraccess.mde@state.mn.us

**MINNEAPOLIS PUBLIC SCHOOLS
RESOLUTION 2023-0024**

RESOLUTION AMENDING POLICY 5635 AND ADOPTING POLICY 5637 (2023-0024)

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

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

SECTION 1: AMENDMENT “Policy 5635: Reporting Maltreatment Of Minors And Vulnerable Adults” of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

AMENDMENT

Policy 5635: ~~Reporting Maltreatment Of Minors And Vulnerable Adults~~ Mandated Reporting of Child Neglect or Physical or Sexual Abuse

1. PURPOSE

The purpose of this policy is to make clear the statutory requirements of school personnel to report suspected suspected child neglect or physical or sexual abuse. ~~maltreatment of children or vulnerable adults.~~

2. GENERAL STATEMENT OF POLICY

- a. It is the policy of the District to fully comply with Minnesota Statutes requiring school personnel to report chapter 260E requiring school personnel to report suspected child neglect or physical or sexual abuse. ~~suspected maltreatment, neglect, physical or sexual abuse of children who attend Minneapolis Public Schools.~~
- b. A violation of this policy occurs when any school personnel fails to immediately report instances of child neglect or physical or sexual abuse when the school personnel knows or has reason to believe a child is being neglected or physically or sexually abused or has been neglected or physically or sexually abused within the preceding three years.
- ~~e. It is the policy of the District to fully comply with Minnesota Statutes requiring school personnel to report suspected maltreatment of vulnerable adults who attend Minneapolis Public Schools.~~
- ~~d. It shall be a violation of this policy for any District personnel to fail to immediately make a report when:
 - ~~i. the school personnel knows or has reason to believe that a child~~
 - ~~(1) is being neglected;~~
 - ~~(2) is being physically abused;~~~~

- ~~(3) is being sexually abused or~~
 - ~~(4) has been neglected, physically or sexually abused within the preceding three years.~~
 - ~~(5) has been kidnapped,~~
 - ~~(6) is being concealed from the child's parent, or~~
 - ~~(7) has been taken, retained or failed to be returned to the child's parent by any individual without legal right to keep the child.~~
 - ~~ii. the school personnel, other than a health care professional or social service professional who is providing the woman with prenatal care or other health care services, knows or has reason to believe that a woman is pregnant and has used a controlled substance for a nonmedical purpose during the pregnancy, including but not limited to:

 - ~~(1) tetrahydrocannabinol, (THC, also known as marijuana)~~
 - ~~(2) alcoholic beverages in any way that is habitual or excessive.~~~~
 - ~~iii. the school personnel knows or has reason to believe that a vulnerable adult is being maltreated, or~~
 - ~~iv. the school personnel knows that a vulnerable adult has sustained a physical injury which is not reasonably explained.~~
- ~~e. It shall be a violation of this policy for any person to retaliate against any employee who in good faith makes a report required under paragraph C, above:

 - ~~i. There is a rebuttable presumption that any adverse action taken within ninety (90) days against an employee who in good faith makes a required report is retaliatory.~~~~
- ~~f. It shall be a violation of this policy for any employee to retaliate against any child or vulnerable adult about whom any report is made.~~
- ~~g. Intentional failure to make a report required under paragraph C, above, shall make the mandated reporter subject to discipline in keeping with district policy, collective bargaining agreements, and state and federal law. The District may refer such failures to the local authorities for possible criminal prosecution.~~
- ~~h. Any employee who maliciously or recklessly makes a report is subject to discipline in keeping with district policy, collective bargaining agreements and state and federal law. The District shall not indemnify any employee who is found by a court to have made a maltreatment report maliciously or recklessly.~~

3. **DEFINITIONS**

- a. "Accidental" means a sudden, not reasonably foreseeable, and unexpected occurrence or event that:
- b. "Child" means one under age 18 and, for purposes of Minnesota Statutes chapter 260C (Juvenile Safety and Placement) and Minnesota Statutes chapter 260D (Child in Voluntary Foster Care for Treatment), includes an individual under age 21 who is in foster care pursuant to Minnesota Statutes chapter 260C.451 (Foster Care Benefits Past Age 18).
- c. "Immediately" means as soon as possible but in no event longer than 24

hours.

- d. “Mandated reporter” means any school personnel who knows or has reason to believe a child is being maltreated or has been maltreated within the preceding three years.
- e. “Mental injury” means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child’s ability to function within a normal range of performance and behavior with due regard to the child’s culture.
- f. “Neglect” means the commission or omission of any of the acts specified below, other than by accidental means:
 - i. failure by a person responsible for a child’s care to supply a child with necessary food, clothing, shelter, health care, medical, or other care required for the child’s physical or mental health when reasonably able to do so;
 - ii. failure to protect a child from conditions or actions that seriously endanger the child’s physical or mental health when reasonably able to do so, including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;
 - iii. failure to provide for necessary supervision or child care arrangements appropriate for a child after considering factors as the child’s age, mental ability, physical condition, length of absence, or environment, when the child is unable to care for the child’s own basic needs or safety, or the basic needs or safety of another child in his or her care;
 - iv. failure to ensure that a child is educated in accordance with state law, which does not include a parent’s refusal to provide his or her child with sympathomimetic medications;
 - v. prenatal exposure to a controlled substance as defined in state law used by the pregnant person for a nonmedical purpose, as evidenced by withdrawal symptoms in the child at birth, results of a toxicology test performed on the pregnant person at delivery or the child’s birth, medical effects or developmental delays during the child’s first year of life that medically indicate prenatal exposure to a controlled substance, or the presence of a fetal alcohol spectrum disorder;
 - vi. medical neglect as defined by Minnesota Statutes section 260C.007, subdivision. 6, clause (5);
 - vii. chronic and severe use of alcohol or a controlled substance by a person responsible for the care of the child that adversely affects the child’s basic needs and safety; or
 - viii. emotional harm from a pattern of behavior that contributes to impaired emotional functioning of the child, which may be demonstrated by a substantial and observable effect in the child’s behavior, emotional response, or cognition that is not within the normal range for the child’s age and stage of development, with due regard to the child’s

culture.

Neglect does not occur solely because the child's parent, guardian, or other person responsible for the child's care in good faith selects and depends upon spiritual means or prayer for treatment or care of disease or remedial care of the child in lieu of medical care.

- g. "Nonmaltreatment mistake" occurs when: (1) at the time of the incident, the individual was performing duties identified in the center's child care program plan required under Minnesota Rules part 9503.0045; (2) the individual has not been determined responsible for a similar incident that resulted in a finding of maltreatment for at least seven years; (3) the individual has not been determined to have committed a similar nonmaltreatment mistake under this paragraph for at least four years; (4) any injury to a child resulting from the incident, if treated, is treated only with remedies that are available over the counter, whether ordered by a medical professional or not; and (5) except for the period when the incident occurred, the facility and the individual providing services were both in compliance with all licensing requirements relevant to the incident. This definition only applies to child care centers licensed under Minnesota Rules chapter 9503.
- h. "Person responsible for the child's care" means (1) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school administrator, other school employee or agent, or other lawful custodian of a child having either full-time or short-term care responsibilities including, but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching.
- i. "Physical abuse" means any physical injury, mental injury (under subdivision 13), or threatened injury (under subdivision 23), inflicted by a person responsible for the child's care on a child other than by accidental means; or any physical or mental injury that cannot reasonably be explained by the child's history of injuries, or any aversive or deprivation procedures, or regulated interventions, that have not been authorized by Minnesota Statutes section 125A.0942 or 245.825.

Abuse does not include reasonable and moderate physical discipline of a child administered by a parent or legal guardian that does not result in an injury. Abuse does not include the use of reasonable force by a teacher, principal, or school employee as allowed by Minnesota Statutes section 121A.582.

Actions that are not reasonable and moderate include, but are not limited to, any of the following: (1) throwing, kicking, burning, biting, or cutting a child; (2) striking a child with a closed fist; (3) shaking a child under age three; (4) striking or other actions that result in any nonaccidental injury to a child under

18 months of age; (5) unreasonable interference with a child's breathing; (6) threatening a child with a weapon, as defined in Minnesota Statutes section 609.02, subdivision 6; (7) striking a child under age one on the face or head; (8) striking a child who is at least age one but under age four on the face or head, which results in an injury; (9) purposely giving a child poison, alcohol, or dangerous, harmful, or controlled substances that were not prescribed for the child by a practitioner, in order to control or punish the child, or other substances that substantially affect the child's behavior, motor coordination, or judgment, or that result in sickness or internal injury, or that subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances; (10) unreasonable physical confinement or restraint not permitted under Minnesota Statutes section 609.379, including, but not limited to, tying, caging, or chaining; or (11) in a school facility or school zone, an act by a person responsible for the child's care that is a violation under Minnesota Statutes section 121A.58.

- j. "Report" means any communication received by the local welfare agency, police department, county sheriff, or agency responsible for child protection pursuant to this section that describes maltreatment of a child and contains sufficient content to identify the child and any person believed to be responsible for the maltreatment, if known.
- k. "School personnel" means professional employee or professional's delegate of the school district who provides health, educational, social, psychological, law enforcement, or child care services.
- l. "Sexual abuse" means the subjection of a child by a person responsible for the child's care, by a person who has a significant relationship to the child (as defined in Minnesota Statutes section 609.341, subdivision 15), or by a person in a current or recent position of authority (as defined in Minnesota Statutes section 609.341, subdivision 10) to any act which constitutes a violation of Minnesota statutes prohibiting criminal sexual conduct. Such acts include sexual penetration, sexual contact, solicitation of children to engage in sexual conduct, and communication of sexually explicit materials to children. Sexual abuse also includes any act involving a minor that constitutes a violation of Minnesota statutes prohibiting prostitution or use of a minor in a sexual performance. Sexual abuse includes all reports of known or suspected child sex trafficking involving a child who is identified as a victim of sex trafficking. Sexual abuse includes threatened sexual abuse which includes the status of a parent or household member who has committed a violation that requires registration under Minnesota Statutes section 243.166, Subd. 1b(a) or (b).
- m. "Threatened injury" means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child's care who has (1) subjected the child to, or failed to protect a child from, an overt act or condition that constitutes egregious harm;

(2) been found to be palpably unfit; (3) committed an act that resulted in an involuntary termination of parental rights; (4) , or committed an act that resulted in the involuntary transfer of permanent legal and physical custody of a child to a relative.

4. REPORTING PROCEDURES

- a. A mandated reporter shall immediately report the information to the local welfare agency, agency responsible for assessing or investigating the report, police department, county sheriff, tribal social services agency, or tribal police department. The reporter will include his or her name and address in the report.
- b. An oral report shall be made immediately by telephone or otherwise., The oral report shall be followed by a written report within 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff, local welfare agency, or agency responsible for assessing or investigating the report. Any report shall be of sufficient content to identify the child, any person believed to be responsible for the maltreatment of the child if the person is known, the nature and extent of the maltreatment, and the name and address of the reporter.
- c. Regardless of whether a report is made, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident has occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.
- d. A mandated reporter who knows or has reason to know of the deprivation of custodial or parental rights or the kidnapping of a child shall report the information to the local police department or the county sheriff.
- e. With the exception of a health care professional or a social service professional who is providing the woman with prenatal care or other health care services, a mandated reporter shall immediately report to the local welfare agency if the person knows or has reason to believe that a woman is pregnant and has used a controlled substance for a nonmedical purpose during the pregnancy, including, but not limited to, tetrahydrocannabinol, or has consumed alcoholic beverages during the pregnancy in any way that is habitual or excessive.
- f. A person mandated by Minnesota law and this policy to report who fails to report may be subject to criminal penalties and/or discipline, up to and including termination of employment.
- g. An employer of a mandated reporter shall not retaliate against the person for reporting in good faith maltreatment against a child with respect to whom a report is made, because of the report.
- h. Any person who knowingly or recklessly makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury, plus costs and reasonable attorney fees. Knowingly or recklessly making a false report also may result in

discipline.

5. INVESTIGATION

- a. The responsibility for assessing or investigating reports of suspected maltreatment rests with the appropriate state, county, or local agency or agencies. The agency responsible for assessing or investigating reports of maltreatment has the authority to interview the child, the person or persons responsible for the child's care, the alleged offender, and any other person with knowledge of the maltreatment for the purpose of gathering facts, assessing safety and risk to the child, and formulating a plan. The investigating agency may interview the child at school. The interview may take place outside the presence of the alleged offender or parent, legal guardian, or school official. The investigating agency, not the school, is responsible for either notifying or withholding notification of the interview to the parent, guardian, or person responsible for the child's care. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notification or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation or assessment has been concluded.
- b. When the investigating agency determines that an interview should take place on school property, written notification of intent to interview the child on school property must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct an interview on school property.
- c. Except where the alleged offender is believed to be a school official or employee, the time and place, and manner of the interview on school premises shall be within the discretion of school officials, but the local welfare or law enforcement agency shall have the exclusive authority to determine who may attend the interview. The conditions as to time, place, and manner of the interview set by the school officials shall be reasonable, and the interview shall be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school officials and the local welfare or law enforcement agency. Every effort must be made to reduce the disruption of the educational program of the child, other students, or school employees when an interview is conducted on school premises.
- d. Where the alleged offender is believed to be a school official or employee, the school district shall conduct its own investigation independent of MDE and, if involved, the local welfare or law enforcement agency.
- e. Upon request by MDE, the school district shall provide all requested data that are relevant to a report of maltreatment and are in the possession of a school facility, pursuant to an assessment or investigation of a maltreatment report of a student in school. The school district shall provide the requested data in accordance with the requirements of the Minnesota Government Data

Practices Act, Minnesota Statutes chapter 13, and the Family Educational Rights and Privacy Act, 20 United States Code section 1232g.

6. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR POTENTIAL ABUSE

- a. When a local welfare or local law enforcement agency determines that a potentially abused or abused child should be interviewed on school property, written notification of the agency's intent to interview on school property must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct the interview. The notification shall be private data. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notice or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation has been concluded.
- b. All records regarding a report of maltreatment, including any notification of intent to interview which was received by the school as described above in Paragraph a., shall be destroyed by the school only when ordered by the agency conducting the investigation or by a court of competent jurisdiction.

7. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE

Under certain circumstances, alleged physical or sexual abuse may also be sexual harassment or violence under Minnesota law. If so, the duties relating to the reporting and investigation of such harassment or violence may be applicable.

8. DISSEMINATION OF POLICY AND TRAINING

- a. This policy shall appear in school personnel handbooks.
- b. The school district will develop a method of discussing this policy with school personnel.
- c. This policy shall be reviewed at least annually for compliance with state law.
~~The Superintendent is authorized to issue regulations for the implementation of this policy and to provide for such training for staff as is necessary to implement the policy. This policy shall be reviewed at least annually for compliance with state law.~~

Original Adoption:

05/10/1977

Revision Dates:

06/12/1984, 05/27/2008

Legal References:

- 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act – FERPA)
- Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
- Minn. Stat. § 121A.58 (Corporal Punishment)

- Minn. Stat. §245.825 (Aversive and Deprivation Procedures; Licensed Facilities and Services)
- Minn. Stat. § 609.221 et seq. (Assault)
- Minn. Stat. § 602.235 (Use of Drugs to Injure or Facilitate Crime)
- Minn. Stat. § 609.25 (Kidnapping)
- Minn. Stat. § 609.26 (Depriving Another of Custodial or Parental Rights)
- Minn. Stat. § 609.322 (Solicitation, Inducement, and Promotion of Prostitution; Sex Trafficking)
- Minn. Stat. § 609.341 (Definitions [Criminal Sexual Conduct])
- Minn. Stat. § 609.342 et seq (Criminal Sexual Conduct)
- Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors)
- Minn. Stat. § 626.5561 (Reporting of Prenatal Exposure to Controlled Substances)
- Minn. Stat. § 626.557 et seq. (Reporting of Maltreatment of Vulnerable Adults)

MPS Policy Cross References:

- Policy 4200 (Personnel Data)
- Policy 5690 (Student Data)
- Policy 4002 (Harassment and Violence Prohibition)
- Policy 5201 (Bullying and Hazing Prohibition)
- Regulation 5635 A (Reporting Procedures)
- Regulation 5635 B (Definitions)

SECTION 2: **ADOPTION** “Policy 5637: Mandated Reporting Of Maltreatment Of Vulnerable Adults” of the Minneapolis Public Schools Policies & Regulations is hereby *added* as follows:

ADOPTION

Policy 5637: Mandated Reporting Of Maltreatment Of Vulnerable Adults(*Added*)

1. PURPOSE

The purpose of this policy is to make clear the statutory requirements of school personnel to report suspected maltreatment of vulnerable adults.

2. GENERAL STATEMENT OF POLICY

a. The policy of the school district is to comply fully with Minnesota Statutes section 626.557 requiring school personnel to report suspected maltreatment of vulnerable adults.

b. A violation of this policy occurs when any school personnel fails to report suspected maltreatment of vulnerable adults when the school personnel has reason to believe that a vulnerable adult is being or has been maltreated, or has knowledge that a vulnerable adult has sustained a physical injury which is not reasonably explained.

3. DEFINITIONS

- a. “Abuse” means:
- b. “Caregiver” means an individual or facility who has responsibility for the care of a vulnerable adult as a result of a family relationship, or who has assumed responsibility for all or a portion of the care of a vulnerable adult voluntarily, by contract, or by agreement.
- c. “Common entry point” means the entity responsible for receiving reports of alleged or suspected maltreatment of a vulnerable adult and designated by the Commissioner of the Minnesota Department of Human Services as the MN Adult Abuse Reporting Center (MAARC).
- d. “Financial Exploitation” means a breach of a fiduciary duty by an actor’s unauthorized expenditure of funds entrusted to the actor for the benefit of the vulnerable adult or by an actor’s failure to provide food, clothing, shelter, health care, therapeutic conduct or supervision, the failure of which results or is likely to result in detriment to the vulnerable adult. Financial exploitation also includes: the willful use, withholding or disposal of funds or property of a vulnerable adult; the obtaining of services for wrongful profit or advantage which results in detriment to the vulnerable adult; the acquisition of a vulnerable adult’s funds or property through undue influence, harassment, duress, deception or fraud; and the use of force, coercion, or enticement to cause a vulnerable adult to perform services against the vulnerable adult’s will for the profit or advantage of another.
- e. “Immediately” means as soon as possible, but no longer than 24 hours from the time initial knowledge that the incident occurred has been received.
- f. “Mandated reporter” means a professional or professional’s delegate while engaged in education.
- g. “Maltreatment” means the neglect, abuse, or financial exploitation of a vulnerable adult.
- h. “Neglect” means the failure or omission by a caregiver to supply a vulnerable adult with care or services, including but not limited to, food, clothing, shelter, health care, or supervision which is: (1) reasonable and necessary to obtain or maintain the vulnerable adult’s physical or mental health or safety, considering the physical and mental capacity or dysfunction of the vulnerable adult; and (2) which is not the result of an accident or therapeutic conduct.
- i. Neglect also means the absence or likelihood of absence of care or services, including but not limited to, food, clothing, shelter, health care, or supervision necessary to maintain the physical and mental health of the vulnerable adult which a reasonable person would deem essential to obtain or maintain the vulnerable adult’s health, safety, or comfort considering the physical or mental capacity or dysfunction of the vulnerable adult. Neglect does not include actions specifically excluded by Minnesota Statutes section 626.5572, Subd. 17.
- j. “School personnel” means professional employees or their delegates of the school district engaged in providing health, educational, social, psychological, law enforcement, or other caretaking services of vulnerable adults.

k. “Vulnerable adult” means any person 18 years of age or older who: (1) is a resident or inpatient of a facility; (2) receives services required to be licensed under Minnesota Statutes chapter 245A, except as excluded under Minnesota Statutes section 626.5572, Subd. 21(a)(2); (3) receives services from a licensed home care provider or person or organization that offers, provides, or arranges for personal care assistance services under the medical assistance program; or (4) regardless of residence or whether any type of service is received, possesses a physical or mental infirmity or other physical, mental, or emotional dysfunction that impairs the individual’s ability to provide adequately for the individual’s own care without assistance or supervision and, because of the dysfunction or infirmity and need for care or services, has an impaired ability to protect the individual’s self from maltreatment.

4. REPORTING PROCEDURES

- a. A mandated reporter as defined herein shall immediately report the suspected maltreatment to the common entry point responsible for receiving reports.
- b. Whenever a mandated reporter, as defined herein, knows or has reason to believe that an individual made an error in the provision of therapeutic conduct to a vulnerable adult which results in injury or harm, which reasonably requires the care of a physician, such information shall be reported immediately to the designated county agency. The mandated reporter also may report a belief that the error did not constitute neglect and why the error does not constitute neglect.
- c. The report shall, to the extent possible, identify the vulnerable adult, the caregiver, the nature and extent of the suspected maltreatment, any evidence of previous maltreatment, the name and address of the reporter, the time, date, and location of the incident, and any other information that the reporter believes might be helpful in investigating the suspected abuse or neglect. A mandated reporter may disclose not public data, as defined under Minnesota Statutes section 13.02, to the extent necessary to comply with the above reporting requirements.
- d. A person mandated to report suspected maltreatment of a vulnerable adult who negligently or intentionally fails to report is liable for damages caused by the failure. A negligent or intentional failure to report may result in discipline. A mandatory reporter who intentionally fails to make a report, who knowingly provides false or misleading information in reporting, or who intentionally fails to provide all the material circumstances surrounding the reported incident may be guilty of a misdemeanor.
- e. Retaliation against a person who makes a good faith report under Minnesota law and this policy, or against vulnerable adult who is named in a report is prohibited.
- f. Any person who intentionally makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury. The intentional making of a false report may result in discipline.

5. INVESTIGATION

The responsibility for investigating reports of suspected maltreatment of a vulnerable adult rests with the entity designated by the county for receiving reports.

6. DISSEMINATION OF POLICY AND TRAINING

- a. This policy should appear in school personnel handbooks as appropriate.
- b. The school district will develop a method of discussing this policy with employees as appropriate.
- c. This policy should be reviewed at least annually for compliance with state law.

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

	AYE	NAY	ABSENT	ABSTAIN
Abdi	_____	_____	_____	_____
Beachy	_____	_____	_____	_____
Cerrillo	_____	_____	_____	_____
El-Amin	_____	_____	_____	_____
Ellison	_____	_____	_____	_____
Emerick	_____	_____	_____	_____
Feerayarre	_____	_____	_____	_____
Jourdain	_____	_____	_____	_____
Norvell	_____	_____	_____	_____

Presiding Officer

Attest

Sharon El-Amin, Chair, Minneapolis
Public Schools

Lori Norvell, Clerk, Minneapolis
Public Schools

MEMO

To: Board of Education
From: Rochelle Cox, Interim Superintendent
Date: 6/13/2023

Re: Proposed 2023-2024 Budget

It is my pleasure to share the recommended 2023-2024 school year budget with board members for your consideration and approval. Different from past years, MPS this year used priority-based budgeting to design budgets aligned with the [MPS strategic plan](#), creating a budget that represents MPS goals and values.

Overview and Process Background

Every MPS department was required to analyze its budget costs – current and proposed – breaking them down into three categories: 1) statutorily required programs and services; 2) essential programs and services; and 3) other programs and services. During in-person presentations over several weeks, the Budget Alignment Committee composed of MPS central office and school leaders reviewed those budgets with an eye to the whole, to identifying gaps and to eliminating redundancies. The Board of Education reviewed and discussed the proposed budget at its April and May regular meetings.

Core School and Department Allocations and Investments

While proposed core budget allocations for staff at schools were unchanged from last year except for enrollment adjustments, they include significant investments in strategies intended to improve students' academic proficiency, an important investment as MPS seeks to recover from the impact of the past three difficult years. Those investments include: 1) \$29 million for Intervention Teams deployed to schools to address learning loss;

2) a 0.5 FTE library media specialist in every school; and 3) \$1.5 million for services to advanced learners.

Department allocation levels remained largely the same as the prior year, with a general 2.5% adjustment for increased staffing costs.

This budget does also propose an immediate investment from the new state legislative funding of \$2.9 million in additional investments in safety and security (\$1.2 million), student mental health support (\$500,000), cybersecurity infrastructure and data protection (\$1.15 million), and human resources contracted support (\$50,000). We are proposing these investments in these key areas right away so work can begin over the summer in order to have support in place before the start of the school year. We understand that a deeper analysis of how the Board will want to utilize the entirety of the additional legislative funds will take time, but these areas require urgent attention and they align to the Board's proposed priorities for next year. Collectively, these initial investments constitute just under 10% of the total additional legislative funding for FY24.

Alignment to Strategic Plan

After department leaders confirmed the investments they were making for the 2023-2024 school year, the Strategic Initiatives Department summarized the budget's alignment to the Strategic Plan as follows:

- **107** programs aligned to **Goal 1: Academic Achievement**
 - The most common specific strategy for Goal 1: Academic Achievement was Strategy 2 (Ensure all curriculum and instructional practices are anti-racist and sustain the cultures, languages, and experiences of our students), with 39 programs funded applying to this area.

- **50** programs aligned to **Goal 2: Student Well-Being**
 - The most common specific strategy for Goal 2: Student Well-Being was Strategy 3 (Integrate social and emotional practices into all classrooms

and Out of School Time activities), with 14 programs funded applying to this area.

- **27 programs aligned to Goal 3: Effective Staff**
 - Nearly all programs and services aligned to Goal 3: Effective Staff were aligned to a non-specific strategy; 23 of 27 goals reported a generic alignment to Goal 3.

- **57 programs aligned to Goal 4: School and District Climate**
 - The most common specific strategy for Goal 4: School and District Climate was Strategy 5 (Support community partnerships to enhance student experiences and learning opportunities), with 21 programs funded applying to this area.

Additional State Legislative Funding

Except for the \$2.9 million detailed above, this recommended budget does not yet specifically incorporate the new legislative funding, estimated to be around \$35 million in FY24. A plan for the use of these historic new resources, which includes the indexing of the general education funding formula to inflation, investments in Special Education and English Learner service areas, dedicated funding for the transportation of students experiencing homelessness, and other areas, will need to be determined this late summer and early fall with the Board.

Capital Plan and Updated Long-Term Facilities Maintenance (LTFM) Plan and Bond

As with each annual budget development and adoption, both the capital plan and the LTFM and related bond amounts are also before the Board for approval. As noted in the attached capital plan presentation, the capital plan budget update largely continues the work resulting from changes in comprehensive district design.

Attachments

On the June 13, 2023 board meeting packet (BoardBook), we are providing the following supporting resources and documents to accompany the recommended budget.

- Budget Resolution (updated June 2023 to account for additional legislative revenue, additional \$2.9 million in expenditures, and final grant figures)
- School Allocations Spreadsheet
- Department Allocations Spreadsheet
- Equity Considerations for Budgeting Summary Report Equity Considerations for Budgeting Summary Report
- 3.28.2023 School Allocations Presentation (for reference)
- 4.11.2023 Department Allocations Presentation (for reference)
- 5.9.2023 Budget Presentation (for reference)

**Special School District Number 1
Board of Education Resolution**



Resolution No. 2023-0028
June 13, 2023

Resolution Approving the District’s 2023-2024 Budget

WHEREAS, the district’s budget for the 2023-2024 school and fiscal year is as follows:

	Revenue	Expenditures	Fund Transfers	Change in Fund Balances
General Operating Fund	\$539,064,380	\$535,866,893	(\$4,332,050)	(\$1,134,563)
General Fund Federal COVID-19 Emergency Funds	\$92,401,150	\$92,401,150	\$0	\$0
General Fund Grants	\$53,225,160	\$53,225,160	\$0	\$0
General Fund Special Revenue	\$10,000,000	\$10,000,000	\$0	\$0
Food Service Fund	\$22,487,000	\$26,819,050	\$4,332,050	\$0
Community Service Fund	\$29,408,077	\$29,701,042	\$0	(\$293,272)
Community Service Fund Federal COVID-19 Emergency Funds	\$3,170,990	\$3,170,990	\$0	\$0
Community Service Fund Grants	\$3,392,969	\$3,392,969	\$0	\$0
FY24 Operating Budget	\$753,149,726	\$754,577,561	\$0	(\$1,427,835)
Capital Projects Fund	\$83,908,725	\$132,002,128	\$0	(\$48,093,403)
Debt Service Fund	\$92,497,294	\$92,497,294	\$0	\$0
Total All Funds	\$929,555,745	\$979,076,983	\$0	(\$49,521,238)

WHEREAS, this budget incorporates funding changes resulting from the work of the 93rd Minnesota Legislature; and

WHEREAS, this budget incorporates an assumption that the district will, on average, have 5% of positions unfilled; and

WHEREAS, this budget incorporates a planned use of \$5,000,000 of assigned fund balance from prior year capital project levy; and

WHEREAS, this budget incorporates a planned use of \$1,134,563 of assigned fund balance from prior year voter approved levies; and

WHEREAS, this budget requires a planned fund transfer of \$4,332,050 from the General Fund to the Food Service Fund; and

WHEREAS, this budget incorporates a planned use of \$293,272 of Community Education fund balance; and

WHEREAS, this budget incorporates a planned use of \$132,002,128 in bond proceeds, resulting in a net change in the amount of bond proceeds held by the district by (\$48,093,403); and

WHEREAS, this board is required by Minnesota statute (§128D.06 Subd. 3) to adopt and cause to be published an operating budget for the subsequent fiscal year no later than the 15th day of the last month of the fiscal year.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby adopts the above-mentioned revenue and expenditure budget for the fiscal year 2023-2024.

ADOPTED this 13th day of June 2023.

Sharon El-Amin, Chair

Lori Norvell, Clerk

RECORD OF BOARD VOTE (2023-0028)				
DIRECTOR	AYE	NAY	ABSTAIN	ABSENT
Abdi				
El-Amin				
Feerayarre				
Cerrillo				
Norvell				
Jourdain				
Beachy				
Ellison				
Emerick				

	Enrollment	Core Allocations	Strategic Investments	Special Education	Early Childhood	Integration	Programming	Other	Total
10000185 Andersen Middle	979	6,709,462	1,209,553	2,350,243	-	404,617	1,639,941	887,106	13,200,922
10000004 Anishinabe Academy Elementary	217	2,665,256	514,661	370,439	344,460	219,086	103,282	341,754	4,558,937
10000005 Anthony Middle	739	3,965,576	578,606	1,061,877	-	-	636,135	64,380	6,306,574
10000875 Anwatin Middle	323	2,720,261	514,660	1,276,004	-	52,350	456,439	366,607	5,386,321
10000007 Armatage Elementary	353	2,260,636	297,237	940,450	-	-	53,287	77,650	3,629,259
10000008 Bancroft Elementary	391	2,983,189	535,976	1,004,741	516,690	-	561,532	254,707	5,856,834
10000009 Barton Elementary	472	3,162,309	535,975	803,571	-	-	159,862	63,334	4,725,051
10000011 Bethune Elementary	246	2,933,803	732,083	963,280	516,690	456,885	53,287	370,565	6,026,593
10000013 Bryn Mawr Elementary	347	3,695,559	732,084	1,767,866	344,460	74,580	266,438	471,699	7,352,685
10000014 Burroughs Elementary	473	2,972,353	318,552	729,050	-	-	53,287	48,929	4,122,170
10000016 Cityview Elementary	176	2,217,350	514,660	1,607,983	172,230	100,366	103,279	280,377	4,996,245
10000020 Dowling Elementary	314	2,133,987	514,660	1,002,325	-	-	106,575	47,400	3,804,947
10000022 Early Childhood Special Education	0	552,461	-	7,708,035	-	-	-	667,703	8,928,199
10000023 Edison High	825	6,612,055	493,346	2,780,160	-	-	1,443,826	955,517	12,284,904
10000040 Ella Baker PK-8	572	5,316,735	1,145,615	1,363,541	344,455	736,681	1,278,900	822,044	11,007,971
10000024 Emerson Elementary	524	4,004,785	970,823	507,814	-	204,143	959,175	408,230	7,054,970
10001032 FAIR High	345	2,560,175	275,922	760,331	-	395,050	271,439	256,926	4,519,843
10000028 Field Elementary	284	1,783,549	318,553	453,359	-	-	53,287	45,177	2,653,924
10000087 Folwell Elementary	333	3,482,742	732,083	1,205,364	516,688	79,860	532,875	482,709	7,032,321
10000030 Franklin Middle	284	2,540,945	514,661	786,377	-	379,129	191,835	368,760	4,781,708
10000088 Green Central Elementary	528	4,076,006	970,822	600,999	516,690	215,842	1,012,462	429,835	7,822,656
10000031 Hale Elementary	317	2,128,888	275,923	370,441	-	-	53,287	44,678	2,873,216
10000032 Hall Academy Elementary	200	2,455,176	514,660	1,132,397	344,458	493,277	103,281	295,172	5,338,421
10000034 Harrison Education Center	28	894,673	58,499	2,663,265	-	-	-	40,150	3,656,587
10000035 Henry High	800	6,744,606	710,769	2,533,785	-	350,356	1,467,167	1,138,624	12,945,307
10001054 Heritage Academy High	107	1,355,803	167,213	188,106	-	285,069	378,012	167,375	2,461,577
10000036 Hiawatha Elementary	219	1,590,641	275,922	370,438	-	-	103,292	42,900	2,383,193
10000550 Hmong International Academy Elementary	195	2,476,242	514,658	963,281	344,460	158,020	263,150	333,903	5,053,714
10000039 Howe Elementary	229	1,510,399	318,552	423,725	-	-	156,568	42,900	2,452,144
10000050 Jenny Lind Elementary	218	2,625,602	493,345	1,046,167	344,460	60,280	284,448	324,961	5,179,263
10000903 Justice Page Middle	912	5,018,801	817,344	1,466,179	-	-	851,285	91,945	8,245,554
10000043 Kenny Elementary	302	1,978,712	297,237	465,184	-	-	53,287	45,678	2,840,097
10000044 Kenwood Elementary	376	2,586,363	502,961	782,337	-	-	159,862	213,077	4,244,600
10000046 Lake Harriet Lower Elementary	293	2,019,168	275,922	476,492	-	-	53,287	44,677	2,869,545
10000047 Lake Harriet Upper Elementary	254	1,651,487	318,552	433,132	-	-	53,287	44,177	2,500,635
10000042 Lake Nokomis Keewaydin Elementary	361	2,279,911	535,975	729,050	-	-	53,287	46,650	3,644,873
10000111 Lake Nokomis Wenonah Elementary	149	1,264,282	275,922	370,438	-	-	103,281	41,677	2,055,599
10000093 Las Estrellas Elementary	339	3,506,496	732,084	940,776	691,689	278,342	692,737	402,922	7,245,045
10000012 Longfellow High	63	881,319	167,210	151,115	-	-	548,735	91,079	1,839,459
10000068 Loring Elementary	296	2,373,163	732,083	1,057,989	344,449	-	297,095	247,218	5,051,997
10000069 Lucy Laney Elementary	312	3,531,091	732,078	1,174,983	344,458	267,386	106,575	462,823	6,619,393
10000070 Lyndale Elementary	355	3,235,969	514,660	1,004,709	777,437	-	639,449	400,621	6,572,845
10000071 Marcy Elementary	411	3,804,617	949,506	1,247,522	172,229	340,207	213,150	525,714	7,252,944
10001083 Minneapolis Academy & Career Center	62	505,420	58,499	-	-	-	53,287	78,311	695,517
10000376 MPS Deaf/Hard of Hearing	0	-	-	1,989,257	-	-	-	-	1,989,257
10000100 MPS Metro DT	0	-	-	-	-	-	-	-	-
10000038 MPS Metro HA	0	858,726	275,922	1,053,575	-	-	-	1,035,235	3,223,458
10000750 MPS Online 6-12	184	2,448,336	275,922	864,490	-	-	271,438	350,833	4,211,019
10001501 MPS Online K-5	277	1,931,377	275,922	595,673	-	-	53,287	153,731	3,009,990
10000074 Nellie Stone Johnson Elementary	183	2,321,370	514,660	992,913	344,460	102,566	262,931	479,213	5,018,111
10000902 North High	525	5,068,489	493,346	1,666,950	-	97,889	434,533	583,773	8,344,981
10000077 Northeast Middle	498	3,537,946	535,976	1,995,903	-	-	764,025	387,093	7,220,943
10000078 Northrop Elementary	401	2,461,094	493,345	465,186	-	-	53,287	46,150	3,519,062
10000080 Olson Middle	352	3,247,212	514,652	1,762,205	-	69,957	476,272	453,834	6,524,132
10000083 Pillsbury Elementary	359	3,146,728	732,082	1,310,043	345,506	-	373,013	415,796	6,323,169
10000085 Pratt Elementary	215	2,039,255	297,237	687,590	175,000	100,146	316,442	258,063	3,873,732
10000019 River Bend Education Center	7	766,979	275,922	3,572,430	-	-	-	59,058	4,674,389
10000090 Roosevelt High	1100	7,242,193	493,346	2,049,508	-	184,942	1,597,842	720,894	12,288,724
10000091 Sanford Middle	716	4,188,425	578,606	1,780,558	-	-	764,025	76,292	7,387,906

	Enrollment	Core Allocations	Strategic Investments	Special Education	Early Childhood	Integration	Programming	Other	Total
10000092 Seward Elementary	561	4,468,545	970,822	930,367	347,230	421,951	426,300	458,340	8,023,555
10000095 South High	1290	9,790,774	928,191	3,155,554	-	138,548	1,718,657	1,320,286	17,052,010
10000096 Southwest High	1265	7,303,782	275,923	2,167,670	-	-	1,059,316	105,945	10,912,636
10000262 Stadium View	0	1,371,740	58,497	9,718	-	-	-	234,623	1,674,578
10000186 Sullivan PK-8	586	5,476,774	970,821	1,998,767	344,459	602,480	1,172,325	822,151	11,387,777
10000102 Transition Plus	248	1,761,170	58,499	6,215,535	-	-	266,438	52,973	8,354,614
10000107 Waite Park Elementary	270	1,871,500	275,922	337,529	172,230	-	106,575	44,177	2,807,932
10000108 Washburn High	1515	8,840,581	493,345	2,516,318	-	-	1,302,858	154,969	13,308,071
10000109 Webster Elementary	216	2,256,869	493,345	1,448,334	175,000	-	266,437	240,488	4,880,473
10000110 Wellstone High	163	1,343,514	167,211	53,287	-	-	1,045,090	256,562	2,865,663
10000112 Whittier Elementary	368	3,657,024	732,083	675,749	344,446	105,360	721,395	476,938	6,712,995
10000114 Windom Elementary	378	2,403,049	514,660	465,186	-	-	106,575	45,677	3,535,146
Total School Allocations	27,200	215,571,472	34,356,356	90,715,613	8,884,334	7,375,362	30,184,012	22,111,734	409,198,884

Core Allocations	Class Size General Fund	Class Size Referendum	Basic Per Student (ESSER)	Compensatory Education	Principals/Asst Principals	Targeted Programing (ESSER)	Small School Adjustment (ESSER)
10000185 Andersen Middle	1,596,910	2,335,698	489,500	1,733,542	553,812	-	-
10000004 Anishinabe Academy Elementary	825,221	517,720	108,500	811,433	358,982	-	43,400
10000005 Anthony Middle	1,210,343	1,763,102	373,298	132,363	385,397	101,073	-
10000875 Anwatin Middle	529,603	770,612	161,500	878,902	379,645	-	-
10000007 Armatage Elementary	969,587	842,188	176,500	50,421	187,097	34,843	-
10000008 Bancroft Elementary	1,038,798	932,840	195,500	468,002	348,049	-	-
10000009 Barton Elementary	1,261,186	1,126,093	236,000	199,942	339,088	-	-
10000011 Bethune Elementary	947,771	586,909	123,000	876,492	350,431	-	49,200
10000013 Bryn Mawr Elementary	1,399,556	827,864	173,500	1,089,742	204,897	-	-
10000014 Burroughs Elementary	1,237,336	1,128,629	236,500	9,580	336,822	23,486	-
10000016 Cityview Elementary	699,136	419,906	87,995	618,062	357,051	-	35,200
10000020 Dowling Elementary	849,488	749,137	157,000	175,842	202,519	-	-
10000022 Early Childhood Special Education	-	-	-	552,461	-	-	-
10000023 Edison High	1,561,484	1,968,280	412,500	2,097,916	571,875	-	-
10000040 Ella Baker PK-8	1,427,593	1,364,672	286,000	1,879,488	358,982	-	-
10000024 Emerson Elementary	1,392,906	1,250,159	262,000	751,671	348,049	-	-
10001032 FAIR High	685,277	822,758	172,500	471,077	393,563	15,000	-
10000028 Field Elementary	665,286	677,559	142,000	26,199	183,427	89,078	-
10000087 Folwell Elementary	1,017,301	794,474	166,500	1,133,114	371,352	-	-
10000030 Franklin Middle	462,791	677,564	142,000	909,022	349,569	-	-
10000088 Green Central Elementary	1,404,679	1,259,696	264,000	757,518	358,141	31,972	-
10000031 Hale Elementary	921,755	746,025	158,506	27,647	185,581	89,374	-
10000032 Hall Academy Elementary	823,058	477,157	100,000	670,471	344,491	-	39,998
10000034 Harrison Education Center	73,878	66,801	14,000	97,589	336,805	300,000	5,600
10000035 Henry High	1,531,611	1,908,630	400,000	2,255,627	542,163	106,575	-
10001054 Heritage Academy High	230,628	255,247	53,500	361,441	220,437	213,150	21,400
10000036 Hiawatha Elementary	649,838	522,486	109,500	53,614	165,264	46,140	43,799
10000550 Hmong International Academy Elementary	792,355	465,221	97,500	739,146	343,020	-	39,000
10000039 Howe Elementary	540,718	546,346	114,500	97,775	165,264	-	45,796
10000050 Jenny Lind Elementary	844,064	520,107	109,000	730,109	378,722	-	43,600
10000903 Justice Page Middle	1,346,351	2,175,837	456,000	382,942	513,678	143,993	-
10000043 Kenny Elementary	814,170	720,511	151,002	7,588	185,582	99,859	-
10000044 Kenwood Elementary	1,010,640	897,050	188,000	296,019	194,654	-	-
10000046 Lake Harriet Lower Elementary	867,616	699,036	146,500	5,238	194,654	106,124	-
10000047 Lake Harriet Upper Elementary	587,646	605,991	127,000	5,962	202,519	122,369	-
10000042 Lake Nokomis Keewaydin Elementary	865,250	861,265	201,815	146,684	204,897	-	-
10000111 Lake Nokomis Wenonah Elementary	411,859	355,481	74,502	46,683	202,519	143,437	29,801
10000093 Las Estrellas Elementary	1,365,354	808,776	169,500	708,242	348,049	106,575	-
10000012 Longfellow High	143,877	150,270	31,500	202,406	174,861	165,805	12,600
10000068 Loring Elementary	785,852	706,198	148,000	530,594	202,519	-	-
10000069 Lucy Laney Elementary	1,227,275	744,362	156,000	1,055,405	348,049	-	-

Core Allocations	Class Size General Fund	Class Size Referendum	Basic Per Student (ESSER)	Compensatory Education	Principals/Asst Principals	Targeted Programing (ESSER)	Small School Adjustment (ESSER)
10000070 Lyndale Elementary	1,060,731	846,952	177,500	806,553	344,233	-	-
10000071 Marcy Elementary	1,236,205	980,554	205,500	1,044,622	337,736	-	-
10001083 Minneapolis Academy & Career Center	146,220	147,915	31,000	167,889	-	-	12,396
10000100 MPS Metro DT	-	-	-	-	-	-	-
10000038 MPS Metro HA	-	-	-	120,540	205,311	532,875	-
10000750 MPS Online 6-12	248,330	519,009	92,000	837,093	182,229	532,875	36,800
10001501 MPS Online K-5	666,093	580,834	138,501	370,479	175,470	-	-
10000074 Nellie Stone Johnson Elementary	746,387	436,595	91,501	665,050	345,233	-	36,604
10000902 North High	1,023,882	1,252,523	262,500	1,416,845	402,739	710,001	-
10000077 Northeast Middle	815,479	1,188,119	249,000	911,903	373,445	-	-
10000078 Northrop Elementary	1,057,576	956,692	200,500	57,230	181,942	7,154	-
10000080 Olson Middle	588,305	839,811	176,000	1,075,284	354,662	213,150	-
10000083 Pillsbury Elementary	1,093,777	856,437	179,500	831,432	185,582	-	-
10000085 Pratt Elementary	680,694	512,945	107,500	516,741	178,375	-	43,000
10000019 River Bend Education Center	25,930	16,701	3,500	202,408	367,041	150,000	1,400
10000090 Roosevelt High	2,107,563	2,624,356	550,000	1,408,592	551,682	-	-
10000091 Sanford Middle	1,158,646	1,686,912	358,000	421,799	563,068	-	-
10000092 Seward Elementary	1,496,473	1,338,422	280,500	1,002,033	351,117	-	-
10000095 South High	2,446,962	3,077,886	645,000	2,557,790	747,304	315,832	-
10000096 Southwest High	2,404,545	3,017,993	632,500	501,859	746,885	-	-
10000262 Stadium View	-	-	-	126,504	222,236	1,023,000	-
10000186 Sullivan PK-8	1,458,138	1,398,072	293,000	1,959,005	368,559	-	-
10000102 Transition Plus	213,150	532,875	124,000	495,896	203,649	142,000	49,600
10000107 Waite Park Elementary	741,314	644,161	135,000	99,035	194,654	57,336	-
10000108 Washburn High	2,871,130	3,612,659	757,500	828,180	771,112	-	-
10000109 Webster Elementary	859,484	515,335	108,000	536,196	194,654	-	43,200
10000110 Wellstone High	340,082	388,879	81,500	251,020	195,742	53,691	32,600
10000112 Whittier Elementary	1,104,330	877,965	184,000	1,106,002	384,727	-	-
10000114 Windom Elementary	984,551	901,827	189,000	133,017	194,654	-	-

Strategic Investments	Gifted & Talented	Intervention Teams	Library Media Specialists
10000185 Andersen Middle	63,938	1,087,115	58,500
10000004 Anishinabe Academy Elementary	21,315	434,846	58,500
10000005 Anthony Middle	85,260	434,846	58,500
10000875 Anwatin Middle	21,315	434,846	58,499
10000007 Armatage Elementary	21,315	217,423	58,499
10000008 Bancroft Elementary	42,630	434,846	58,500
10000009 Barton Elementary	42,630	434,846	58,499
10000011 Bethune Elementary	21,315	652,269	58,499
10000013 Bryn Mawr Elementary	21,315	652,269	58,500
10000014 Burroughs Elementary	42,630	217,423	58,499
10000016 Cityview Elementary	21,315	434,846	58,499
10000020 Dowling Elementary	21,315	434,846	58,499
10000022 Early Childhood Special Education	-	-	-
10000023 Edison High	-	434,846	58,500
10000040 Ella Baker PK-8	-	1,087,115	58,500
10000024 Emerson Elementary	42,630	869,692	58,501
10001032 FAIR High	-	217,423	58,499
10000028 Field Elementary	42,630	217,423	58,500
10000087 Folwell Elementary	21,315	652,269	58,499
10000030 Franklin Middle	21,315	434,846	58,500
10000088 Green Central Elementary	42,630	869,692	58,500
10000031 Hale Elementary	-	217,423	58,500
10000032 Hall Academy Elementary	21,315	434,846	58,499
10000034 Harrison Education Center	-	-	58,499
10000035 Henry High	-	652,269	58,500
10001054 Heritage Academy High	-	108,713	58,500
10000036 Hiawatha Elementary	-	217,423	58,499

Strategic Investments	Gifted & Talented	Intervention Teams	Library Media
			Specialists
10000550 Hmong International Academy Elementary	21,313	434,846	58,499
10000039 Howe Elementary	42,630	217,423	58,499
10000050 Jenny Lind Elementary	-	434,846	58,499
10000903 Justice Page Middle	106,575	652,269	58,500
10000043 Kenny Elementary	21,315	217,423	58,499
10000044 Kenwood Elementary	21,315	434,846	46,800
10000046 Lake Harriet Lower Elementary	-	217,423	58,499
10000047 Lake Harriet Upper Elementary	42,630	217,423	58,499
10000042 Lake Nokomis Keewaydin Elementary	42,630	434,846	58,499
10000111 Lake Nokomis Wenonah Elementary	-	217,423	58,499
10000093 Las Estrellas Elementary	21,315	652,269	58,500
10000012 Longfellow High	-	108,711	58,499
10000068 Loring Elementary	21,315	652,269	58,499
10000069 Lucy Laney Elementary	21,315	652,266	58,497
10000070 Lyndale Elementary	21,314	434,846	58,500
10000071 Marcy Elementary	21,315	869,692	58,499
10001083 Minneapolis Academy & Career Center	-	-	58,499
10000038 MPS Metro HA	-	217,423	58,499
10000750 MPS Online 6-12	-	217,423	58,499
10001501 MPS Online K-5	-	217,423	58,499
10000074 Nellie Stone Johnson Elementary	21,315	434,846	58,499
10000902 North High	-	434,846	58,500
10000077 Northeast Middle	42,630	434,846	58,500
10000078 Northrop Elementary	-	434,846	58,499
10000080 Olson Middle	21,306	434,846	58,500
10000083 Pillsbury Elementary	21,315	652,268	58,499
10000085 Pratt Elementary	21,315	217,423	58,499

Strategic Investments	Gifted & Talented	Intervention Teams	Library Media Specialists
10000019 River Bend Education Center	-	217,423	58,499
10000090 Roosevelt High	-	434,846	58,500
10000091 Sanford Middle	85,260	434,846	58,500
10000092 Seward Elementary	42,630	869,692	58,500
10000095 South High	-	869,692	58,499
10000096 Southwest High	-	217,423	58,500
10000262 Stadium View	-	-	58,497
10000186 Sullivan PK-8	42,630	869,691	58,500
10000102 Transition Plus	-	-	58,499
10000107 Waite Park Elementary	-	217,423	58,499
10000108 Washburn High	-	434,846	58,499
10000109 Webster Elementary	-	434,846	58,499
10000110 Wellstone High	-	108,711	58,500
10000112 Whittier Elementary	21,315	652,269	58,499
10000114 Windom Elementary	21,315	434,846	58,499

Special Education	Citywide Program	Federal Funds	Citywide Program	Resource Teachers	3rd-Party Billing
10000185 Andersen Middle	1,710,793	-	1,710,793	639,450	-
10000004 Anishinabe Academy Elementary	222,404	-	222,404	106,575	41,460
10000005 Anthony Middle	742,152	-	742,152	319,725	-
10000875 Anwatin Middle	849,704	-	849,704	426,300	-
10000007 Armatage Elementary	739,474	-	739,474	159,862	41,114
10000008 Bancroft Elementary	750,131	-	750,131	213,150	41,460
10000009 Barton Elementary	507,501	-	507,501	213,150	82,920
10000011 Bethune Elementary	708,670	-	708,670	213,150	41,460
10000013 Bryn Mawr Elementary	1,406,681	-	1,406,681	319,725	41,460
10000014 Burroughs Elementary	527,727	-	527,727	159,863	41,460
10000016 Cityview Elementary	1,406,661	-	1,406,661	159,862	41,460
10000020 Dowling Elementary	854,290	-	854,290	106,575	41,460
10000022 Early Childhood Special Education	6,939,665	768,370	6,939,665	-	-
10000023 Edison High	2,140,710	-	2,140,710	639,450	-
10000040 Ella Baker PK-8	812,861	-	812,861	426,300	124,380
10000024 Emerson Elementary	211,745	-	211,745	213,150	82,919
10001032 FAIR High	440,606	-	440,606	319,725	-
10000028 Field Elementary	305,324	-	305,324	106,575	41,460
10000087 Folwell Elementary	950,753	-	950,753	213,150	41,461
10000030 Franklin Middle	466,652	-	466,652	319,725	-
10000088 Green Central Elementary	346,389	-	346,389	213,150	41,460
10000031 Hale Elementary	222,406	-	222,406	106,575	41,460
10000032 Hall Academy Elementary	931,074	-	931,074	159,863	41,460
10000034 Harrison Education Center	2,606,206	57,059	2,606,206	-	-
10000035 Henry High	1,787,760	-	1,787,760	746,025	-
10001054 Heritage Academy High	54,819	-	54,819	53,287	-
10000036 Hiawatha Elementary	222,403	-	222,403	106,575	41,460
10000550 Hmong International Academy Elementary	750,131	-	750,131	213,150	-
10000039 Howe Elementary	222,403	-	222,403	159,862	41,460
10000050 Jenny Lind Elementary	791,557	-	791,557	213,150	41,460
10000903 Justice Page Middle	933,304	-	933,304	532,875	-
10000043 Kenny Elementary	263,862	-	263,862	159,862	41,460

Special Education	Citywide Program	Federal Funds	Citywide Program	Resource Teachers	3rd-Party Billing
10000044 Kenwood Elementary	527,727	-	527,727	213,150	41,460
10000046 Lake Harriet Lower Elementary	328,457	-	328,457	106,575	41,460
10000047 Lake Harriet Upper Elementary	285,097	-	285,097	106,575	41,460
10000042 Lake Nokomis Keewaydin Elementary	527,726	-	527,726	159,864	41,460
10000111 Lake Nokomis Wenonah Elementary	222,403	-	222,403	106,575	41,460
10000093 Las Estrellas Elementary	739,455	-	739,455	159,863	41,458
10000012 Longfellow High	44,540	-	44,540	106,575	-
10000068 Loring Elementary	750,091	-	750,091	266,438	41,460
10000069 Lucy Laney Elementary	920,373	-	920,373	213,150	41,460
10000070 Lyndale Elementary	750,099	-	750,099	213,150	41,460
10000071 Marcy Elementary	750,130	-	750,130	373,012	124,380
10000376 MPS Deaf/Hard of Hearing	-	102,435	-	-	-
10000038 MPS Metro HA	889,941	163,634	889,941	-	-
10000750 MPS Online 6-12	544,765	-	544,765	319,725	-
10001501 MPS Online K-5	382,524	-	382,524	213,149	-
10000074 Nellie Stone Johnson Elementary	791,591	-	791,591	159,862	41,460
10000902 North High	1,134,075	-	1,134,075	532,875	-
10000077 Northeast Middle	1,463,028	-	1,463,028	532,875	-
10000078 Northrop Elementary	317,151	-	317,151	106,575	41,460
10000080 Olson Middle	1,229,330	-	1,229,330	532,875	-
10000083 Pillsbury Elementary	1,055,435	-	1,055,435	213,150	41,458
10000085 Pratt Elementary	486,267	-	486,267	159,863	41,460
10000019 River Bend Education Center	3,515,371	57,059	3,515,371	-	-
10000090 Roosevelt High	1,356,770	-	1,356,770	692,738	-
10000091 Sanford Middle	1,247,683	-	1,247,683	532,875	-
10000092 Seward Elementary	486,268	-	486,268	319,725	124,374
10000095 South High	2,249,666	-	2,249,666	905,888	-
10000096 Southwest High	1,581,508	-	1,581,508	586,162	-
10000262 Stadium View	0	9,718	0	-	-
10000186 Sullivan PK-8	1,489,548	-	1,489,548	426,300	82,919
10000102 Transition Plus	5,949,455	266,080	5,949,455	-	-
10000107 Waite Park Elementary	82,920	-	82,920	213,149	41,460

Special Education	Citywide Program	Federal Funds	Citywide Program	Resource Teachers	3rd-Party Billing
10000108 Washburn High	1,876,868	-	1,876,868	639,450	-
10000109 Webster Elementary	1,247,011	-	1,247,011	159,863	41,460
10000110 Wellstone High	-	-	-	53,287	-
10000112 Whittier Elementary	486,255	-	486,255	106,575	82,919
10000114 Windom Elementary	263,864	-	263,864	159,862	41,460

Early Childhood	Hi-Five Federal	Community Ed	Voluntary Pre-K	Early Childhood	Path II Scholarship
10000004 Anishinabe Academy Elementary	170,560	-	147,766	26,134	-
10000008 Bancroft Elementary	372,704	-	-	95,451	48,535
10000011 Bethune Elementary	329,732	-	147,770	39,188	-
10000013 Bryn Mawr Elementary	106,637	-	-	189,293	48,530
10000016 Cityview Elementary	20,232	151,998	-	-	-
10000040 Ella Baker PK-8	7,396	147,777	-	189,282	-
10000024 Emerson Elementary	-	-	-	-	-
10000087 Folwell Elementary	329,670	-	147,770	39,248	-
10000088 Green Central Elementary	173,622	-	147,771	195,297	-
10000032 Hall Academy Elementary	-	120,320	-	224,138	-
10000550 Hmong International Academy Elementary	283,239	42,218	-	19,003	-
10000050 Jenny Lind Elementary	269,799	-	-	26,122	48,539
10000093 Las Estrellas Elementary	507,958	-	-	88,084	95,647
10000012 Longfellow High	-	-	-	-	-
10000068 Loring Elementary	295,919	-	-	-	48,530
10000069 Lucy Laney Elementary	268,574	-	75,884	-	-
10000070 Lyndale Elementary	468,032	-	-	260,875	48,530
10000071 Marcy Elementary	3,069	-	-	120,632	48,528
10000074 Nellie Stone Johnson Elementary	337,980	6,480	-	-	-
10000083 Pillsbury Elementary	297,693	-	-	-	47,813
10000085 Pratt Elementary	126,466	-	-	-	48,534
10000092 Seward Elementary	135,534	-	-	163,164	48,532
10000186 Sullivan PK-8	46,179	135,106	-	163,174	-
10000107 Waite Park Elementary	172,230	-	-	-	-
10000109 Webster Elementary	126,465	-	-	-	48,535
10000112 Whittier Elementary	295,921	-	-	-	48,525

Integration	Integration Aid	Magnet Schools	Racially Isolated	BARR Coordinator
10000185 Andersen Middle	-	404,617	-	-
10000004 Anishinabe Academy Elementary	58,126	-	160,960	-
10000875 Anwatin Middle	-	-	52,350	-
10000011 Bethune Elementary	58,126	340,458	58,301	-
10000013 Bryn Mawr Elementary	-	-	74,580	-
10000016 Cityview Elementary	58,126	-	42,241	-
10000040 Ella Baker PK-8	-	608,642	128,039	-
10000024 Emerson Elementary	-	204,143	-	-
10001032 FAIR High	-	395,050	-	-
10000087 Folwell Elementary	-	-	79,860	-
10000030 Franklin Middle	-	321,267	57,862	-
10000088 Green Central Elementary	-	215,842	-	-
10000032 Hall Academy Elementary	58,125	390,492	44,660	-
10000035 Henry High	127,889	-	169,180	53,287
10001054 Heritage Academy High	-	269,989	15,080	-
10000550 Hmong International Academy Elementary	-	-	158,020	-
10000050 Jenny Lind Elementary	-	-	60,280	-
10000093 Las Estrellas Elementary	-	200,242	78,100	-
10000069 Lucy Laney Elementary	58,126	-	209,260	-
10000071 Marcy Elementary	-	340,207	-	-
10000074 Nellie Stone Johnson Elementary	58,126	-	44,440	-
10000902 North High	-	-	97,889	-
10000080 Olson Middle	-	-	69,957	-
10000085 Pratt Elementary	58,126	-	42,020	-
10000090 Roosevelt High	-	184,942	-	-
10000092 Seward Elementary	-	421,951	-	-
10000095 South High	85,260	-	-	53,288
10000186 Sullivan PK-8	-	369,440	233,040	-

Integration

10000112 Whittier Elementary

Integration Aid

-

Magnet Schools

-

Racially Isolated

105,360

BARR Coordinator

-

SPECIAL SCHOOL DISTRICT NUMBER 1

FINAL FY24 SCHOOL ALLOCATIONS

Programming	English	Career & Tech	IB	Athletics	Advanced	School Within A	Extended	AVID	Academic	Young Scholars	Specialist MOA
	Language Learner										
10000185 Andersen Middle	1,065,750	-	446,300	-	-	-	-	127,890	-	-	-
10000004 Anishinabe Academy Elementary	53,288	-	-	-	-	-	-	-	-	-	49,994
10000005 Anthony Middle	106,575	-	444,300	-	-	-	-	85,260	-	-	-
10000875 Anwatin Middle	159,863	-	231,150	-	-	65,426	-	-	-	-	-
10000007 Armatage Elementary	53,287	-	-	-	-	-	-	-	-	-	-
10000008 Bancroft Elementary	373,012	-	188,520	-	-	-	-	-	-	-	-
10000009 Barton Elementary	159,862	-	-	-	-	-	-	-	-	-	-
10000011 Bethune Elementary	53,287	-	-	-	-	-	-	-	-	-	-
10000013 Bryn Mawr Elementary	213,150	-	-	-	53,288	-	-	-	-	-	-
10000014 Burroughs Elementary	53,287	-	-	-	-	-	-	-	-	-	-
10000016 Cityview Elementary	53,287	-	-	-	-	-	-	-	-	-	49,992
10000020 Dowling Elementary	106,575	-	-	-	-	-	-	-	-	-	-
10000023 Edison High	799,310	106,575	264,150	124,586	-	-	-	149,205	-	-	-
10000040 Ella Baker PK-8	959,175	-	-	-	-	-	-	-	319,725	-	-
10000024 Emerson Elementary	959,175	-	-	-	-	-	-	-	-	-	-
10001032 FAIR High	106,575	106,575	-	-	58,289	-	-	-	-	-	-
10000028 Field Elementary	53,287	-	-	-	-	-	-	-	-	-	-
10000087 Folwell Elementary	532,875	-	-	-	-	-	-	-	-	-	-
10000030 Franklin Middle	106,575	-	-	-	-	-	-	85,260	-	-	-
10000088 Green Central Elementary	1,012,462	-	-	-	-	-	-	-	-	-	-
10000031 Hale Elementary	53,287	-	-	-	-	-	-	-	-	-	-
10000032 Hall Academy Elementary	53,287	-	-	-	-	-	-	-	-	-	49,994
10000035 Henry High	586,160	106,575	260,150	99,760	-	286,632	-	127,890	-	-	-
10001054 Heritage Academy High	266,437	53,287	-	-	58,288	-	-	-	-	-	-
10000036 Hiawatha Elementary	53,287	-	-	-	-	-	-	-	-	-	50,005
10000550 Hmong International Academy Elementary	213,150	-	-	-	-	-	-	-	-	-	50,000
10000039 Howe Elementary	106,574	-	-	-	-	-	-	-	-	-	49,994
10000050 Jenny Lind Elementary	159,862	-	-	-	-	-	-	21,315	-	53,287	49,984
10000903 Justice Page Middle	319,725	-	446,300	-	-	-	-	85,260	-	-	-
10000043 Kenny Elementary	53,287	-	-	-	-	-	-	-	-	-	-
10000044 Kenwood Elementary	159,862	-	-	-	-	-	-	-	-	-	-
10000046 Lake Harriet Lower Elementary	53,287	-	-	-	-	-	-	-	-	-	-
10000047 Lake Harriet Upper Elementary	53,287	-	-	-	-	-	-	-	-	-	-
10000042 Lake Nokomis Keewaydin Elementary	53,287	-	-	-	-	-	-	-	-	-	-
10000111 Lake Nokomis Wenonah Elementary	53,287	-	-	-	-	-	-	-	-	-	49,994
10000093 Las Estrellas Elementary	692,737	-	-	-	-	-	-	-	-	-	-
10000012 Longfellow High	106,575	-	-	-	-	-	442,160	-	-	-	-
10000068 Loring Elementary	106,575	-	190,520	-	-	-	-	-	-	-	-
10000069 Lucy Laney Elementary	106,575	-	-	-	-	-	-	-	-	-	-
10000070 Lyndale Elementary	639,449	-	-	-	-	-	-	-	-	-	-
10000071 Marcy Elementary	213,150	-	-	-	-	-	-	-	-	-	-
10001083 Minneapolis Academy & Career Center	-	53,287	-	-	-	-	-	-	-	-	-
10000750 MPS Online 6-12	106,575	106,575	-	-	58,288	-	-	-	-	-	-
10001501 MPS Online K-5	53,287	-	-	-	-	-	-	-	-	-	-
10000074 Nellie Stone Johnson Elementary	159,863	-	-	-	-	-	-	-	-	53,287	49,781
10000902 North High	106,575	106,575	-	104,808	116,575	-	-	-	-	-	-
10000077 Northeast Middle	319,725	-	337,725	-	-	-	-	106,575	-	-	-
10000078 Northrop Elementary	53,287	-	-	-	-	-	-	-	-	-	-
10000080 Olson Middle	159,862	-	231,150	-	-	-	-	85,260	-	-	-
10000083 Pillsbury Elementary	373,013	-	-	-	-	-	-	-	-	-	-
10000085 Pratt Elementary	266,437	-	-	-	-	-	-	-	-	-	50,005

SPECIAL SCHOOL DISTRICT NUMBER 1

FINAL FY24 SCHOOL ALLOCATIONS

	English Language Learner	Career & Tech Ed	IB	Athletics	Advanced Academics	School Within A School	Extended Learning	AVID	Academic Supports	Young Scholars	Specialist MOA
Programming											
10000090 Roosevelt High	586,163	106,575	262,150	125,191	-	325,928	-	191,835	-	-	-
10000091 Sanford Middle	213,150	-	444,300	-	-	-	-	106,575	-	-	-
10000092 Seward Elementary	426,300	-	-	-	-	-	-	-	-	-	-
10000095 South High	1,119,037	213,150	-	115,690	121,575	-	-	149,205	-	-	-
10000096 Southwest High	319,725	74,603	306,780	124,586	-	127,049	-	106,573	-	-	-
10000186 Sullivan PK-8	852,600	-	-	-	-	-	-	-	319,725	-	-
10000102 Transition Plus	266,438	-	-	-	-	-	-	-	-	-	-
10000107 Waite Park Elementary	106,575	-	-	-	-	-	-	-	-	-	-
10000108 Washburn High	692,737	106,575	262,150	113,506	-	-	-	127,890	-	-	-
10000109 Webster Elementary	213,150	-	-	-	-	-	-	-	-	53,287	-
10000110 Wellstone High	703,393	53,287	-	-	58,288	166,177	-	63,945	-	-	-
10000112 Whittier Elementary	532,875	-	188,520	-	-	-	-	-	-	-	-
10000114 Windom Elementary	106,575	-	-	-	-	-	-	-	-	-	-

SPECIAL SCHOOL DISTRICT NUMBER 1

FINAL FY24 SCHOOL ALLOCATIONS

Other	Title I	Other	Q-Comp	Title II	Misc & Overhead	Title I Family Involvement	Funded Programs	Transp. Coord.	State Grants	Private Grants
10000185 Andersen Middle	761,518	-	94,445	-	12,000	19,144	-	-	-	-
10000004 Anishinabe Academy Elementary	277,471	-	43,223	-	3,000	6,975	-	11,085	-	-
10000005 Anthony Middle	-	-	61,380	-	3,000	-	-	-	-	-
10000875 Anwatin Middle	315,364	-	38,315	-	5,000	7,928	-	-	-	-
10000007 Armatage Elementary	-	-	33,565	-	3,000	-	30,000	11,085	-	-
10000008 Bancroft Elementary	195,231	-	36,815	-	5,000	6,299	-	11,362	-	-
10000009 Barton Elementary	-	-	48,973	-	3,000	-	-	11,362	-	-
10000011 Bethune Elementary	301,918	-	46,973	-	3,000	7,590	-	11,085	-	-
10000013 Bryn Mawr Elementary	385,028	-	60,630	-	5,000	9,679	-	11,362	-	-
10000014 Burroughs Elementary	-	-	34,565	-	3,000	-	-	11,364	-	-
10000016 Cityview Elementary	216,354	-	44,223	-	3,000	5,439	-	11,362	-	-
10000020 Dowling Elementary	-	-	31,315	-	5,000	-	-	11,085	-	-
10000022 Early Childhood Special Education	-	594,073	68,630	-	5,000	-	-	-	-	-
10000023 Edison High	827,519	-	99,195	-	8,000	20,803	-	-	-	-
10000040 Ella Baker PK-8	666,175	-	115,760	-	12,000	16,747	-	11,362	-	-
10000024 Emerson Elementary	298,082	21,315	60,130	-	8,000	9,618	-	11,085	-	-
10001032 FAIR High	194,277	-	53,380	-	3,000	6,269	-	-	-	-
10000028 Field Elementary	-	-	30,815	-	3,000	-	-	11,362	-	-
10000087 Folwell Elementary	396,038	-	57,630	-	8,000	9,956	-	11,085	-	-
10000030 Franklin Middle	312,919	-	44,975	-	3,000	7,866	-	-	-	-
10000088 Green Central Elementary	332,369	-	63,380	-	12,000	10,724	-	11,362	-	-
10000031 Hale Elementary	-	-	30,315	-	3,000	-	-	11,363	-	-
10000032 Hall Academy Elementary	232,245	-	42,723	-	3,000	5,838	-	11,367	-	-
10000034 Harrison Education Center	-	-	26,065	-	3,000	-	-	11,085	-	-
10000035 Henry High	837,303	-	110,353	-	8,000	21,049	-	-	161,920	-
10001054 Heritage Academy High	123,456	-	28,815	-	12,000	3,104	-	-	-	-
10000036 Hiawatha Elementary	-	-	28,815	-	3,000	-	-	11,085	-	-
10000550 Hmong International Academy Elementary	266,470	-	41,649	-	8,000	6,699	-	11,085	-	-
10000039 Howe Elementary	-	-	28,815	-	3,000	-	-	11,085	-	-
10000050 Jenny Lind Elementary	260,358	-	43,973	-	3,000	6,545	-	11,085	-	-
10000903 Justice Page Middle	-	-	86,945	-	5,000	-	-	-	-	-
10000043 Kenny Elementary	-	-	31,316	-	3,000	-	-	11,362	-	-
10000044 Kenwood Elementary	159,988	-	33,565	-	3,000	5,162	-	11,362	-	-
10000046 Lake Harriet Lower Elementary	-	-	30,315	-	3,000	-	-	11,362	-	-
10000047 Lake Harriet Upper Elementary	-	-	29,815	-	3,000	-	-	11,362	-	-
10000042 Lake Nokomis Keewaydin Elementary	-	-	32,565	-	3,000	-	-	11,085	-	-
10000111 Lake Nokomis Wenonah Elementary	-	-	27,315	-	3,000	-	-	11,362	-	-
10000093 Las Estrellas Elementary	308,030	-	67,787	-	8,000	7,744	-	11,362	-	-
10000012 Longfellow High	68,451	-	15,908	-	5,000	1,721	-	-	-	-
10000068 Loring Elementary	192,371	-	34,555	-	3,000	6,207	-	11,085	-	-
10000069 Lucy Laney Elementary	367,924	21,315	49,973	-	3,000	9,249	-	11,362	-	-
10000070 Lyndale Elementary	323,920	-	49,473	-	8,000	8,143	-	11,085	-	-
10000071 Marcy Elementary	424,152	21,315	50,223	-	8,000	10,663	-	11,362	-	-
10001083 Minneapolis Academy & Career Center	61,117	-	12,658	-	3,000	1,536	-	-	-	-
10000100 MPS Metro DT	-	-	-	-	-	-	-	-	-	-
10000038 MPS Metro HA	1,005,238	-	15,658	-	3,000	-	-	11,340	-	-
10000750 MPS Online 6-12	305,585	-	32,566	-	5,000	7,682	-	-	-	-

SPECIAL SCHOOL DISTRICT NUMBER 1

FINAL FY24 SCHOOL ALLOCATIONS

	Title I	Other	Q-Comp	Title II	Misc & Overhead	Title I Family Involvement	Funded Programs	Transp. Coord.	State Grants	Private Grants
Other										
10001501 MPS Online K-5	128,346	-	17,159	-	5,000	3,226	-	-	-	-
10000074 Nellie Stone Johnson Elementary	234,689	21,315	43,222	-	3,000	5,900	-	11,110	-	159,977
10000902 North High	492,603	-	75,787	-	3,000	12,384	-	-	-	-
10000077 Northeast Middle	311,415	-	60,630	-	5,000	10,048	-	-	-	-
10000078 Northrop Elementary	-	-	32,065	-	3,000	-	-	11,085	-	-
10000080 Olson Middle	380,148	-	59,130	-	5,000	9,557	-	-	-	-
10000083 Pillsbury Elementary	331,254	-	60,130	-	5,000	8,327	-	11,085	-	-
10000085 Pratt Elementary	190,685	-	43,223	-	8,000	4,794	-	11,362	-	-
10000019 River Bend Education Center	-	-	44,973	-	3,000	-	-	11,085	-	-
10000090 Roosevelt High	583,783	-	106,274	-	12,000	18,836	-	-	-	-
10000091 Sanford Middle	-	21,315	51,977	-	3,000	-	-	-	-	-
10000092 Seward Elementary	359,983	-	63,380	-	12,000	11,615	-	11,362	-	-
10000095 South High	923,770	-	132,917	38,793	8,000	29,806	-	-	187,000	-
10000096 Southwest High	-	-	100,945	-	5,000	-	-	-	-	-
10000262 Stadium View	95,816	130,451	4,250	-	3,000	1,106	-	-	-	-
10000186 Sullivan PK-8	682,066	-	103,852	-	8,000	17,148	-	11,085	-	-
10000102 Transition Plus	-	-	47,973	-	5,000	-	-	-	-	-
10000107 Waite Park Elementary	-	-	29,815	-	3,000	-	-	11,362	-	-
10000108 Washburn High	-	-	111,602	-	5,000	-	-	-	-	38,367
10000109 Webster Elementary	174,278	-	44,223	-	5,000	5,625	-	11,363	-	-
10000110 Wellstone High	156,325	58,126	31,315	-	8,000	2,796	-	-	-	-
10000112 Whittier Elementary	387,482	-	60,630	-	8,000	9,741	-	11,085	-	-
10000114 Windom Elementary	-	-	31,315	-	3,000	-	-	11,362	-	-

Special School Districty Number 1
FY24 Department Budget Allocations as of June 6, 2023

	General	Basic Skills	Integrat	Q-Comp	Advanced Learner	Special Education	Federal	Non-Federal Grants	Funded Programs	Community Education	Capital	Other
Administration												
Administration												
Board Of Education	532,440											532,440
Office of the Asst. to the Supt. & Board	1,518,803											1,518,803
Office of the Ombudsperson	317,990											317,990
Superintendent's Office	575,534											575,534
Administration Total	2,944,767											2,944,767
Administration Total	2,944,767											2,944,767
Academics												
Career & Technical Education												
STEM/CTE	5,233,741											300,000
Career & Technical Education Total	5,233,741											300,000
Community Education												
Adult Basic Education										6,058,319		835,524
Community Education Admin										871,824		871,824
Minneapolis Kids										8,487,000		8,487,000
Youth & Adult Enrichment										6,095,205		943,804
Community Education Total										21,512,348		1,779,328
Core Academics												
Advancement Via Individual Determination	517,454											517,454
AVID Tutors	954,563											954,563
Teaching & Learning	20,141,558		1,432,600				1,260,329	400,000				1,458,915
Core Academics Total	21,613,575		1,432,600				1,260,329	400,000				1,458,915
Early Childhood												
Early Childhood Education							390,716	51,290		326,410		768,416
Early Childhood Education Preschool							610,287	539,139		813,558		1,962,984
Early Childhood Education Program 1							305,950	398,475		3,871,842		4,576,267
Early Childhood Education Program 2							-			1,031,074	307,948	1,339,022
Early Childhood Education Support							-					-
ECFE Support										274,035		274,035
Teen Parent Services	287,212						-		1,081,149			1,368,361
Early Childhood Total	287,212						1,306,953	988,904	1,081,149	6,316,919		307,948
Extended Learning												
Extended Learning	7,210,053		350,000				106,575	300,000				7,966,628

Special School District Number 1
FY24 Department Budget Allocations as of June 6, 2023

	General	Basic Skills	Integration	Q-Comp	Advanced Learner	Special Education	Federal	Non-Federal Grants	Funded Programs	Community Education	Capital	Other	
Ac: Student Activities	496,710											496,710	
Extended Learning Total	7,706,763		350,000				106,575	300,000				8,463,338	
Multilingual & Magnet Programs													
Multilingual	2,882,256		219,320				927,660					100,000	4,129,236
Multilingual & Magnet Programs Total	2,882,256		219,320				927,660					100,000	4,129,236
Senior Academic Officer													
Division of Academics	1,344,299						86,311						1,430,610
Indian Education	1,178,464		30,000				223,745	598,075				330,000	2,360,283
Office of Black Student Achievement	2,269,031		170,791	42,495			300,006						2,782,323
Senior Academic Officer Total	4,791,794		200,791	42,495			610,062	598,075				330,000	6,573,216
Special Education													
Adaptive Phys Ed				10,658		1,874,289	-						1,884,946
Occupational, Physical Therapists				31,972		5,497,131	140,775						5,669,878
Psychology Services				31,973		3,800,250	-						3,832,222
SEA Cadre						647,366	-						647,366
Social Work Services	286,746			66,753									353,499
Special Ed Department				-		3,709,030	6,197,129						9,906,159
Special Ed Due Process Clerical						-	625,327						625,327
Special Ed Interpreters						1,057,660	-						1,057,660
Special Ed Monitoring & Compliance						121,950	525,124						647,074
Special Ed Program 1						1,281,378	184,707						1,466,085
Special Ed Program 3						1,408,192	222,088						1,630,280
Special Ed Program 4						826,391	180,203						1,006,594
Special Ed Support						61,200	554,329						615,529
Speech Language Clinicians				63,945		10,299,419	117,233						10,480,596
Special Education Total	286,746			205,300		30,584,254	8,746,915						39,823,215
Academics Total	42,802,087		2,202,711	247,795	-	30,584,254	12,958,494	2,286,979	1,081,149	27,829,267		4,276,190	124,268,925
Communications													
KBEM													
KBEM Radio									1,695,176				1,695,176
KBEM Total									1,695,176				1,695,176
Marketing & Communications													
Communications	452,498												452,498
Marketing & Communications	1,412,814												1,412,814

Special School Districty Number 1
FY24 Department Budget Allocations as of June 6, 2023

	General	Basic Skills	Integrat	Q-Comp	Advanced Learner	Special Education	Federal	Non-Federal Grants	Funded Programs	Community Education	Capital	Other
Co Marketing & Communications Total	1,865,312											1,865,312
Communications Total	1,865,312								1,695,176			3,560,488
Finance												
Accounting												
Accounting & Finance	1,264,826											1,264,826
Accounts Payable & Vendor Support	268,264											268,264
Grants Accounting	227,380						339,237					566,617
Accounting Total	1,760,470						339,237					2,099,707
Finance												
Budget Operations	1,809,907											1,809,907
Division of Finance & Operations	858,796											858,796
Finance	276,460											276,460
Financial Systems	623,772											623,772
Payroll	844,068											844,068
Procurement & Accounts Payable	974,287											974,287
Resource Development & Innovation	259,833											259,833
Total Compensation	756,497										99,631	856,128
Finance Total	6,403,620										99,631	6,503,251
Risk Management												
Environmental Health Safety	1,206,190											1,206,190
Risk Management	962,182											962,182
Risk Management Total	2,168,372											2,168,372
Finance Total	10,332,462						339,237				99,631	10,771,330
General Counsel												
General Counsel												
Expulsions & Transfers	245,713											245,713
Office of Equality & Civil Rights	256,401											256,401
Office of the General Counsel	2,483,410											2,483,410
General Counsel Total	2,985,524											2,985,524
General Counsel Total	2,985,524											2,985,524
Human Resources												
HR Administration												

Special School Districty Number 1
FY24 Department Budget Allocations as of June 6, 2023

		General	Basic Skills	Integration	Q-Comp	Advanced Learner	Special Education	Federal	Non-Federal Grants	Funded Programs	Community Education	Capital	Other
Hu	Division of Human Resources	538,107						261,859	-				799,966
	Human Resources	213,142		354,453									567,595
	PAR Mentors				1,819,199								1,819,199
	HR Administration Total	751,249		354,453	1,819,199			261,859	-				3,186,760
	HRIS												
	Human Resources Information Systems	1,903,209			120,045								2,023,254
	HRIS Total	1,903,209			120,045								2,023,254
	Labor Relations												
	Labor Relations/Employee Relations	591,055											591,055
	Union Leadership											381,557	381,557
	Labor Relations Total	591,055										381,557	972,612
	Talent Acquisition												
	Talent Acquisition	6,489,551											6,489,551
	Talent Acquisition Total	6,489,551											6,489,551
	Talent Management												
	Educator Professional Development				134,458			638,124					772,582
	Grow Your Own Residency	74,055			1,093,749								1,167,804
	Talent Management	1,670,563			-			29,060				125,984	1,825,607
	Teacher Development	1,334,759			2,482,273				287,773				4,104,805
	Talent Management Total	3,079,377			3,710,480			667,184	287,773				125,984
	Human Resources Total	12,814,441		354,453	5,649,724			929,043	287,773				507,541
	IT Services												
	IT Services												
	Design & Training	981,125						198,762					1,179,887
	Division of Information Technology	17,140,952											17,140,952
	Enterprise Infrastructure	1,396,243									2,000,000		3,396,243
	Enterprise Systems	1,374,632											1,374,632
	IT Field Support Group 1	-											-
	IT Field Support Group 2	2,844,225									8,902,603		11,746,828
	IT Service Management	557,935											557,935
	IT Solution Center	930,475											930,475
	IT Services Total	25,225,587						198,762				10,902,603	36,326,952
	IT Services Total	25,225,587						198,762				10,902,603	36,326,952

Special School Districty Number 1
FY24 Department Budget Allocations as of June 6, 2023

	General	Basic Skills	Integrat	Q-Comp	Advanced Learner	Special Education	Federal	Non-Federal Grants	Funded Programs	Community Education	Capital	Other
Operations												
Capital Projects												
Capital Projects, Const. & Maintenance	130,983										94,473,727	94,604,710
Construction Planning Group A	-										665,660	665,660
Construction Planning Group B	-										396,544	396,544
Facilities Planning	23,421,355										253,406	23,674,761
Capital Projects Total	23,552,338										95,789,337	119,341,675
Food Service												
Culinary & Wellness Services (CWS)	13,686,595											13,686,595
CWS, Business Operations	172,196											172,196
CWS, Culinary Operations	324,367											324,367
CWS, Distribution	1,093,649											1,093,649
CWS, Production	1,401,189											1,401,189
CWS, Site Group 1 - Northwest	1,503,342											1,503,342
CWS, Site Group 2 - Northeast	1,338,730											1,338,730
CWS, Site Group 3 - Central West	1,295,890											1,295,890
CWS, Site Group 4 - Central East	1,801,691											1,801,691
CWS, Site Group 5 - Southwest	1,491,016											1,491,016
CWS, Site Group 6 - Southeast	1,650,666											1,650,666
CWS, Site Operations	717,738											717,738
CWS, Wellness	565,902											565,902
Food Service Total	27,042,971											27,042,971
Plant Maintenance												
Carpenter Shop	-										2,733,981	2,733,981
Electric Shop	182,506										541,732	724,238
Electronics Shop	355,051										2,551,304	2,906,355
Fire Sprinkler Shop	427,924										340,326	768,249
Paint Shop	-										1,951,217	1,951,217
Pipefitting Shop	168,565										7,505,422	7,673,987
Plant Maintenance	-										2,687,120	2,687,120
Plumbing Shop	91,702										1,711,560	1,803,262
Sheetmetal Shop	743,224										5,205,583	5,948,807
Plant Maintenance Total	1,968,972										25,228,245	27,197,216
Plant Operations												
Engineers, Zone 1	7,114,373											7,114,373
Engineers, Zone 2	8,945,113											8,945,113

Special School Districty Number 1
FY24 Department Budget Allocations as of June 6, 2023

	General	Basic Skills	Integrat	Q-Comp	Advanced Learner	Special Education	Federal	Non-Federal Grants	Funded Programs	Community Education	Capital	Other	
Op Plant Operations	6,065,908											6,065,908	
Plant Operations Total	22,125,394											22,125,394	
Transportation													
Mail Center	338,704											338,704	
Materials Handling	1,383,554									81,924		1,465,478	
Transportation	59,372,494		1,000,000									41,622	60,414,115
Transportation Total	61,094,752		1,000,000								81,924	41,622	62,218,297
Operations Total	135,784,426		1,000,000								121,099,506	41,622	257,925,553
Schools													
Schools													
Athletics	3,657,487												3,657,487
Contract Alternatives	5,645,186	1,289,196					452,490						7,386,872
Division of Schools	2,209,516												2,209,516
Schools Total	11,512,189	1,289,196					452,490						13,253,875
Schools Total	11,512,189	1,289,196					452,490						13,253,875
Student Support													
Guidance & Counseling													
GEAR Up	-											2,335,270	2,335,270
Guidance & Counseling Services	1,418,801		797,506	46,500				116,251					2,379,058
Guidance & Counseling Total	1,418,801		797,506	46,500				116,251					4,714,328
Health Services													
Health Services	6,757,464			33,897					409,902				7,201,263
Mental Health Support	2,641,329												2,641,329
Health Services Total	9,398,793			33,897					409,902				9,842,592
Non-Public													
Non-Public Guidance & Counseling												914,056	914,056
Non-Public Staff							2,876,835						2,876,835
Non-Public Total							2,876,835					914,056	3,790,891
Safety & Security													
Citywide Specialists	746,916												746,916
District Communications Center	1,130,725												1,130,725
High School Specialists	839,656												839,656

Special School Districty Number 1
FY24 Department Budget Allocations as of June 6, 2023

	General	Basic Skills	Integrat	Q-Comp	Advanced Learner	Special Education	Federal	Non-Federal Grants	Funded Programs	Community Education	Capital	Other	
Stu Operational & Security Services	3,625,074							303,750					3,928,824
Safety & Security Total	6,342,371							303,750					6,646,121
Student Retention & Recovery													
Check and Connect	1,148,198												1,148,198
Student Retention & Recovery Total	1,148,198												1,148,198
Student Support Services													
Family Resource Center	155,470						119,008	260,000					534,478
Full-Service Community Schools	-											1,103,261	1,103,261
Homeless and Highly Mobile	714,429						684,850	313,195				296,000	2,008,474
Student Support Services	718,600												718,600
Student Support Services Total	1,588,499						803,858	573,195				1,399,261	4,364,813
Student Support Total	19,896,662		797,506	80,397			3,680,693	993,196	409,902			4,648,587	30,506,943
Superintendent													
Engagement & External Relations													
Engagement	3,123,891												3,123,891
Engagement & External Relations	468,961						84,198						553,159
Student Placement Services	1,316,700												1,316,700
Engagement & External Relations Total	4,909,552						84,198						4,993,750
Equity & School Climate													
Equity & School Climate	2,624,379												2,624,379
Social & Emotional Learning							204,466						204,466
Equity & School Climate Total	2,624,379						204,466						2,828,845
Strategic Initiatives													
Accountability	246,926							2,502,277				1,324,003	4,073,206
Research, Evaluation & Assessment	1,524,884		241,498	58,336				414,912				320,988	2,560,618
Strategic Initiatives	750,742							-				-	750,742
Strategic Initiatives Total	2,522,552		241,498	58,336			2,917,189					1,644,991	7,384,565
Superintendent Total	10,056,483		241,498	58,336			3,205,853					1,644,991	15,207,160
Grand Total	276,219,940	1,289,196	4,596,168	6,036,252	-	30,584,254	21,764,571	3,567,948	3,186,227	27,829,267	132,002,109	11,218,562	518,294,492



Equity Considerations for Budgeting Summary Report

Research, Evaluation, and Assessment Department

May 2023

Overview of the Equity Considerations for Budgeting Process

The 2023-2024 school year is the seventh time that schools and departments have engaged in this Equity Considerations planning process. The Equity Considerations for Budgeting Process is designed to walk school and department leaders through steps for an equity-driven budgeting planning. The steps, some of which are required, are outlined in the table below.

Table 1. Equity Considerations for Budgeting Components

Equity Considerations for Budgeting Components		
Sections	School Process	Department Process
Prioritize Activities / Initiatives	Identification and prioritization of activities that are having, or will have, the biggest impact on increasing student success and achieving equity and how each activity aligns to MPS strategic priorities	<p>This Budget Tie Out season, departments engaged in a <i>priority-based budgeting</i> process where individual programs and services, rather than departments as a whole, were proposed and funded. In their SY24 budget proposals, departments sorted their proposed programs and services into three overarching categories: statutory (as required to comply with statutory or regulatory requirements), essential (as required to operate the district), and strategic (all other programs and services).</p> <p>After presenting on their proposed budgets and receiving their allocations, departments were asked to identify which specific student/staff groups will be most directly impacted by changes (eliminations, reductions, or additions). Funded strategic programs were categorized into specific MPS Strategic Plan areas by departments (and by REA staff when departments did not identify a specific goal/strategy) to understand alignment of SY24 funding to the MPS Strategic Plan.</p>
Budget Alignment and Trade-Offs	Identification of how potentially limited or additional resources will be used to support prioritized activities, what trade-offs have to be made as a result of those investments, and how supplementary funding sources will be used to support prioritized activities	
Equity Considerations	Identification of specific student groups who will be most directly impacted by changes (eliminations, reductions, or additions) to programs, supports, or services, how negative impacts will be mitigated, and how continued or expanded programs and activities will positively impact specific student groups	
Additional Considerations / Additional Information	Identification of other impacts that might result from changes (cuts, reductions, or additions) to positions, programs, support, or services	

Schools

High-Level School Summary

This year 60 schools fully completed their Equity Considerations for Budgeting document. This high-level summary is based on the schools that completed their document.

Engaging Stakeholders

- **All schools** that completed an Equity Considerations in Budgeting document included at least one stakeholder group (families, students, staff, or other community members) in their budget decision-making.
 - Schools used a variety of methods to engage stakeholders. Some of the most common engagement methods were surveys, information sessions, and presentations during meetings of existing groups or committees (e.g. student council for students, Instructional Leadership Team for staff, or Parent-Teacher Associations for families and community members).

District-Directed Funding Shifts

At the District level, schools received funding to support Goal 1 priorities of academic interventions for Tier II and III students in math and literacy, support for Advanced Learner students, and Library/Media staff. As some schools did not report these allocations on their equity considerations documents (as they were district-directed), data in the “additions” portion of this segment comes from the [FY24 Budget Allocations to Schools Overview](#), presented at the Committee of the Whole on March 28, 2023.

- Additions
 - A total of **108 intervention triads**, each consisting of one licensed teacher and two Associate Educators, are to be implemented across **65 schools**. Schools received between 0.5 and 5 triads in their budget allocations for SY23-24.
 - **38 schools** received additional funding to support Advanced Learners, between 0.2 and 1.0FTE for Advanced Learner teachers.
 - **68 schools** received funding for a 0.5FTE Library/Media Specialist.
- Cuts and Reductions
 - In order to prioritize strategic academic goals, schools were asked to excess their building reserve substitute teachers (though some schools bought up these personnel using other funding streams). A total of **8 schools** reported excessing their building reserve teacher in their equity considerations document.

School-Directed Funding Shifts

- Additions
 - 46 schools reported adding at least one position.
- Cuts and Reductions
 - 20 schools reported cutting or reducing at least one position.

Supplemental Funding

- 28 schools reported receiving Achievement and Integration Funding.
- 54 schools reported receiving Compensatory funding.
- 38 schools reported receiving QComp funding.
- 57 schools reported receiving Title funding.

Impacts, Equity Considerations, and Mitigation Plan

- Schools reported that budget changes will have positive and negative impacts on a number of students.

For a more detailed summary of the information, see the sections below.

Meaningful Inclusion of Diverse Perspectives

The best way to ensure the budgeting process is equity-driven is by centering marginalized voices. Schools were asked to describe the ways they ensured that they have meaningfully included diverse perspectives in their budget decision-making process.

All schools that completed an Equity Considerations in Budgeting document included at least one stakeholder group in their budget decision. All schools engaged teachers/school staff in their budget process and 98% of schools included family/and or community members. 73% of schools that completed an equity considerations for budgeting document engaged students in their process, though this was commonly in the form of providing input into school priorities rather than input on the budget directly.

Some of the most common engagement methods for schools were surveys, information sessions, and presentations during meetings of existing groups or committees. Schools often used groups such as the Parent-Teacher Organization/Association, Instructional Leadership Team, Site Council, and all-staff meetings to engage staff and/or families.

The tables below describe what percentage of schools and divisions/departments engaged with stakeholder groups.

Table 2. Engaging Diverse Perspectives in the Budget Decision Making Process: Schools (N = 60)

Students	Teachers and School Staff	Families and/or Community Members
44 (73%)	60 (100%)	59 (98%)

Budget Alignment and Trade-Offs

In this section of the Equity Considerations for Budgeting document, schools were asked to identify the trade-offs that they were making if cuts and reductions were being made. There was also an opportunity to identify any additions that were being made.

In addition to decisions made independently by schools, district-directed funding shifts added intervention triads, AVID/Advanced Learner teachers, and Library and Media Specialists to schools. At the district-directed level, a total of **108 intervention triads**, each consisting of one licensed teacher and two Associate Educators, are to be implemented across **65 schools**. Schools received between 0.5 and 5 triads in their budget allocations for SY23-24. **38 schools** received additional funding to support Advanced Learners, between 0.2 and 1.0FTE for Advanced Learner teachers. **68 schools** received funding for a 0.5FTE Library/Media Specialist. In order to prioritize strategic academic goals, schools were asked to excess their building reserve substitute teachers (though some schools bought up these personnel using other funding streams). A total of **8 schools** reported excessing their building reserve teacher in their equity considerations document.

For non district-directed funding shifts, 33% of schools that completed the document reported making at least one cut or reduction. The majority of schools that reported cuts (60%) did so in the area of licensed teacher positions or time. The most common specified reasons schools cited making cuts or reductions was either to prioritize strategic funding for the district additions or to match projected enrollment for SY24. 77% of schools reported an addition. The most common additions were non-licensed student support staff or time (usually Associate Educators) and licensed teachers or time.

The tables below show the composition of school and department cuts, reductions, and additions and the trade-offs made.

Table 3A. School Budget Additions, Cuts, and Reductions Summary (N = 60)

Schools that only made cut(s)/reduction(s)	Schools that only made addition(s)	Schools that made both cut(s)/reduction(s) and addition(s)	Schools that made neither cut(s)/reduction(s) nor addition(s)
8 (13%)	34 (57%)	12 (20%)	6 (10%)

Note: this table does not contain district-directed additions and cuts (intervention triads, library/media specialist, Advanced Learner teachers or building reserve teachers)

Table 3B. School Budget Cuts and Reductions (N = 20)

Licensed teacher positions or time	Licensed student support staff or time	Non-licensed student support staff or time	Teacher support staff or time
12 (60%)	5 (25%)	6 (30%)	4 (20%)

Note: Schools may have reported more than one cut or reduction so the percentages do not add up to 100.

Table 3C. School Budget Additions (N = 46)

Licensed teacher positions or time	Licensed student support staff or time	Non-licensed student support staff or time	Teacher support staff or time	Clerical staff or time
22 (48%)	18 (39%)	20 (63%)	13 (28%)	2 (4%)

Note: Schools may have reported more than one addition so the percentages do not add up to 100.

Table 4. School Trade-Offs for Making Cuts/Reductions (N = 20)

Prioritizing support for MPS Strategic Plan	Projected enrollment	General budget balancing
8 (40%)	6 (30%)	9 (45%)

Note: Schools may have reported more than one cut or reduction OR more than one reason for a cut or reduction so the percentages do not add up to 100.

Supplementary and Restricted Funding

In this section of the Equity Considerations for Budgeting document, schools were asked to identify the ways that they plan to use supplementary resources strategically to achieve their school’s vision of achievement and equity, or support the continuation or development of prioritized activities and programs.

Table 5. School Use of Supplementary and Restricted Funds (N = 60)

Achievement and Integration funds	Compensatory funds	Title funds	QComp funds
28 (47%)	54 (90%)	38 (63%)	57 (95%)

Note: A school may plan to use funding from one of these streams but did not report it in their equity considerations document.

Achievement & Integration Funds

Schools using A&I funds report a variety of uses: both to hire/maintain staff positions and for non-staff budget items. A&I funds are being used to support family liaisons, AVID, TOSAs, classroom teachers, student activities and field trips, staff professional development, curriculum and supplies, and other contracted services.

Compensatory Funds

Schools with Compensatory funding reported that they will use it almost exclusively on staffing. Schools reported that they will use the funds to hire, maintain, and/or increase the hours of a vast range of staff positions, including counselors, TOSAs, SSPAs, AEs, SSWs, and Psychologists. A smaller number of schools reported using Compensatory funding for classroom teachers.

Title Funds

The primary use of Title funds is going towards staff. The wide range of positions schools will pay for with Title funding will support school and district priorities such as MTSS, SEL, student mental health support, family engagement, and reducing class sizes. A smaller number of schools plan to use the funds to provide supplies and materials, primarily to support family engagement events.

QComp Funds

As expected, nearly all schools receiving QComp funds (95%) plan to use them to pay for various expenses related to professional development and coaching for staff. These expenses staff to help facilitate professional development and coaching, staff to support MTSS and SEL implementation, external professional development opportunities, and extended time for staff to attend professional development sessions

Impacts, Equity Considerations, and Mitigation Plan

In this section of the Equity Considerations for Budgeting document, schools were asked to identify who is impacted by budget changes and to describe mitigation strategies or plans if a budget change negatively impacts students.

Schools reported budget changes will have both a positive and negative impact on a number of students. After the category “all students” the student groups most likely to be positively impacted by school budget changes were students receiving English Learner services and Special Education students. As fewer departments reported cuts this year, and many of the cuts being due to enrollment projects, almost all the negative impacts of cuts were reported to affect “all students.”

In order to mitigate the negative impacts budgetary changes might have, schools planned to redistribute work responsibilities to other staff (including for the district-mandated building reserve reduction), increase class sizes/caseloads, or use alternative, outside resources to support programming. Additionally, many schools will experience budget changes (e.g. class section reduction, staff reduction) based on lowered levels of enrollment, meaning staff:student ratios remain relatively similar meaning no mitigation plan is necessary. Departments planned to mitigate negative impacts to students and staff by reprioritizing fund allocation away from less necessary programs to more necessary programs and redistributing work responsibilities to existing staff.

Table 6. Groups Impacted By Budget Changes: Schools

	All students	Students of color	Students receiving Special Education services	Students receiving English Learner services
Negative impacts	14	0	1	1
Positive impacts	44	5	6	10

Note: Numbers are not represented as a percentage of schools because impacts were reported as a result of each individual cut, reduction, or addition, rather than by school.

Departments

High-Level Department/Division Summary

Overview of Programs

- A total of **36 departments** completed an equity considerations document for their strategic programs and services, reflecting **143 funded programs and services** for SY24.
 - The Core Academics budget proposal consisted of 16 separate content areas' proposals and was submitted as a single budget presentation/proposal during BTO so these areas were separated into their own tables for ease of reading the next section. 12 of these content areas submitted equity considerations documents and each content area is treated as a separate department.
 - Not all departments had strategic programs – some only had statutory or essential programs (e.g. Board of Education, General Counsel) OR their proposed strategic programs were not funded (e.g. Family Resource Center, Strategic Initiatives). As such, the list of departments in this report is **not** a comprehensive list of departments.
 - Departments interpreted definitions and categorizations of programs and services in a variety of ways so programs/services were categorized by REA staff to the best extent possible when a department did not report what strategic goal/strategy its programming aligned to.

Alignment to Strategic Plan

- Departments reported which goal and strategy each of their funded programs aligned to. If applicable, departments could list more than one goal or strategy for each program. Of the 143 reported funded programs:
 - **105** programs aligned to Goal 1: Academics
 - The most common specific strategy for Goal 1: Academics was Strategy 2 (Ensure all curriculum and instructional practices are anti-racist and sustain the cultures, languages, and experiences of our students), with 39 programs funded applying to this area.
 - **50** programs aligned to Goal 2: Student Well-Being
 - The most common specific strategy for Goal 2: Student Well-Being was Strategy 3 (Integrate social and emotional practices into all classrooms and Out of School Time activities), with 14 programs funded applying to this area.
 - **27** programs aligned to Goal 3: Effective Staff
 - Nearly all programs and services aligned to Goal 3: Effective Staff were aligned to a non-specific strategy—23 of 27 goals reported a generic alignment to Goal 3.
 - **57** programs aligned to Goal 4: School and District Climate
 - The most common specific strategy for Goal 4: School and District Climate was Strategy 5 (Support community partnerships to enhance student experiences and learning opportunities), with 21 programs funded applying to this area.

For a more detailed summary of the information, see the section below.

Alignment of Strategic Programs to Strategic Plan

For each program or service proposed in a department’s submitted budget, departments identified a specific goal and strategy the program or service aligned to. The summary of each funded program is below.

For a less condensed version of this table, including the full description of each strategy and title of each program/service, please view the appendix.

Table 7A. Non-Core Academics Strategic Programs Alignment to Strategic Plan / Goal Areas

Department Name	Goal 1: Academic Achievement	Goal 2: Student Well-Being	Goal 3: Effective Staff	Goal 4: School and District Climate
Accountability (N = 2)	2	2	2	2
Adult Education (N = 2)	2	0	0	2
Career / Tech Ed (N = 4)	4	0	0	2
Communications / Marketing (N = 5)	0	0	1	4
Community Education (N = 3)	3	3	3	3
Early Childhood Education (N = 2)	2	2	0	0
ECE: Teen Parent Services (N = 2)	2	2	2	2
Emergency Management, Safety & Security (N = 1)	0	1	0	0
Equity and School Climate (N = 3)	0	2	0	3
Extended Learning (N = 3)	1	2	1	3
First Stop Program (N = 1)	0	1	0	1
IT Services (N = 5)	2	1	5	2
KBEM (N = 4)	0	0	0	4
Mental Health Supports (N = 3)	0	3	3	0
Multilingual/Magnet	4	4	0	0

Schools (N = 4)				
Office of Black Student Achievement (N = 3)	3	3	3	3
Office of the Ombudsperson (families) (N = 1)	0	0	0	1
Office of the Ombudsperson (staff) (N = 1)	0	0	1	0
Research, Evaluation, and Assessment (N = 20)	11	7	1	13
Senior Academic Officer (N = 1)	1	1	0	0
Social Work (N = 1)	0	1	1	1
Student Retention and Recovery (N = 3)	3	3	0	3
Student Support Services: Counseling (N = 1) <small>Note: there were actually 4 strategic programs but the equity considerations document only reports on 1</small>	1	1	0	0
TOTAL	41	39	23	49

Table 7B. Non-Core Academics Strategic Programs Alignment to Strategic Plan / Goal 1 Strategies

Department Name	General	Strategy 1	Strategy 2	Strategy 3	Strategy 4	Strategy 5
Accountability (N = 2)	2	0	0	0	0	0
Adult Education (N = 2)	2	0	0	0	0	0
Career / Tech Ed (N = 4)	4	0	0	0	0	0
Community Education (N = 3)	3	0	0	0	0	0
Early	2	0	0	0	0	0

Childhood Education (N = 2)						
ECE: Teen Parent Services (N = 2)	2	0	0	0	0	0
Extended Learning (N = 1)	1	0	0	0	0	0
IT (N = 2)	2	0	0	0	0	0
Multilingual/Magnet Schools (N = 4)	4	0	0	0	0	0
Office of Black Student Achievement (N = 3)	3	0	0	0	0	0
Research, Evaluation, and Assessment (N = 11)	2	5	6	3	3	2
Senior Academic Officer (N = 1)	1	0	0	0	0	0
Student Retention and Recovery (N = 3)	3	0	0	0	0	0
Student Support Services: Counseling (N = 1) <small>Note: there were actually 4 strategic programs but the equity considerations document only reports on 1</small>	1	0	0	0	0	0

Table 7C. Non-Core Academics Strategic Programs Alignment to Strategic Plan / Goal 2 Strategies

Department Name	General	Strategy 1	Strategy 2	Strategy 3	Strategy 4	Strategy 5
Accountability	2	0	0	0	0	0

(N = 2)						
Community Education (N = 3)	1	0	0	2	0	0
ECE: Teen Parent Services (N = 2)	2	0	0	0	0	0
Emergency Management, Safety & Security (N = 1)	0	0	0	0	1	0
Equity and School Climate (N = 2)	1	0	1	0	0	0
Extended Learning (N = 2)	1	0	0	1	0	0
First Stop Program (N = 1)	0	1	1	0	0	1
IT (N = 1)	1	0	0	0	0	0
Mental Health Services (N = 3)	0	3	0	0	0	0
Multilingual/ Magnet Schools (N = 4)	4	0	0	0	0	0
Office of Black Student Achievement (N = 3)	3	0	0	0	0	0
Research, Evaluation, and Assessment (N = 7)	1	2	3	4	0	1
Senior Academic Officer (N = 1)	1	0	0	0	0	0

Social Work (N = 1)	1	1	1	0	0	0
Student Retention and Recovery (N = 3)	3	0	0	0	0	0
Student Support Services: Counseling (N = 1) <small>Note: there were actually 4 strategic programs but the equity considerations document only reports on 1</small>	1	0	0	0	0	0

Table 7D. Non-Core Academics Strategic Programs Alignment to Strategic Plan / Goal 3 Strategies

Department Name	General	Strategy 1	Strategy 2	Strategy 3	Strategy 4	Strategy 5
Accountability (N = 2)	2	0	0	0	0	0
Communications / Marketing (N = 1)	1	0	0	0	0	0
Community Education (N = 3)	2	0	0	1	0	0
Early Childhood Education (N = 2)	2	0	0	0	0	0
ECE: Teen Parent Services (N = 2)	2	0	0	0	0	0
Extended Learning (N = 1)	1	0	0	0	0	0
IT (N = 5)	5	0	0	0	0	0
Mental Health Services (N = 3)	3	0	0	0	0	0

Office of Black Student Achievement (N = 3)	3	0	0	0	0	0
Office of the Ombudsperson (staff) (N = 1)	1	0	0	0	0	0
Research, Evaluation, and Assessment (N = 1)	0	0	0	1	0	0
Social Work (N = 1)	1	0	0	0	0	0

Table 7E. Non-Core Academics Strategic Programs Alignment to Strategic Plan / Goal 4 Strategies

Department Name	General	Strategy 1	Strategy 2	Strategy 3	Strategy 4	Strategy 5
Accountability (N = 2)	2	0	0	0	0	0
Adult Education (N = 2)	2	0	0	0	0	0
Career / Tech Ed (N = 2)	0	0	0	0	0	2
Communications / Marketing (N = 4)	4	0	0	0	0	0
ECE: Teen Parent Services (N = 2)	2	0	0	0	0	0
Extended Learning (N = 1)	1	0	0	2	1	0
First Stop Program (N = 1)	0	1	0	0	0	1
IT (N = 2)	2	0	0	0	0	0

KBEM (N = 4)	0	0	0	0	0	4
Office of Black Student Achievement (N = 3)	2	0	1	0	0	0
Office of the Ombudsperson (families) (N = 1)	1	0	0	0	0	0
Research, Evaluation, and Assessment (N = 13)	1	4	2	6	3	6
Social Work (N = 1)	1	0	0	0	0	0
Student Retention and Recovery (N = 3)	3	0	0	0	0	0

Table 8A. Core Academics Strategic Programs Alignment to Strategic Plan / Goal Areas

Content Area	Goal 1	Goal 2	Goal 3	Goal 4
Arts (N = 7)	7	3	3	3
AVID (N = 3)	3	0	0	0
College Credit Programming (N = 12)	12	0	0	0
Ethnic Studies (N = 1)	1	0	0	1
Health and Physical Education (N = 7)	5	5	0	0
Literacy (N = 7)	7	0	1	0
Mathematics (N = 6)	6	0	0	0
Middle Years Programming (N = 10)	9	0	0	1
Primary Years	5	0	0	0

Programming (N = 5)				
Science (N = 3)	3	0	0	0
STEM (N = 2)	2	0	0	0
World Languages (N = 4)	4	0	0	0

Table 8B. Core Academics Strategic Programs Alignment to Strategic Plan / Goal 1 Strategies

Content Area	General	Strategy 1	Strategy 2	Strategy 3	Strategy 4	Strategy 5
Arts (N = 7)	0	3	4	7	3	2
AVID (N = 3)	3	0	0	0	0	0
College Credit Programming (N = 12)	0	0	1	12	0	0
Ethnic Studies (N = 1)	0	0	1	0	0	0
Health and Physical Education (N = 5)	0	4	2	0	0	0
Literacy (N = 7)	1	6	0	0	0	0
Mathematics (N = 6)	0	6	0	0	0	0
Middle Years Programming (N = 10)	0	5	5	4	3	0
Primary Years Programming (N = 5)	0	2	3	3	2	0
Science (N = 3)	0	1	0	3	1	3
STEM (N = 2)	0	0	0	2	0	2
World Languages (N = 4)	0	4	3	1	0	0

Table 8C. Core Academics Strategic Programs Alignment to Strategic Plan / Goal 2 Strategies

Content Area	General	Goal 1	Goal 2	Goal 3	Goal 4	Goal 5
Arts (N = 3)	0	0	0	3	0	0
Health and Physical Education (N = 5)	0	0	0	1	0	5

Table XD. Core Academics Strategic Programs Alignment to Strategic Plan / Goal 3 Strategies

Content Area	General	Goal 1	Goal 2	Goal 3	Goal 4	Goal 5
Arts (N = 3)	0	2	0	2	0	
Literacy (N =1)	1	0	0	0	0	0

Table XE. Core Academics Strategic Programs Alignment to Strategic Plan / Goal 4 Strategies

Content Area	General	Goal 1	Goal 2	Goal 3	Goal 4	Goal 5
Arts (N = 3)	0	1	0	0	1	3
Ethnic Studies (N = 1)	0	0	1	0	0	0

Appendix

In the appendix section you'll find the equity considerations for budgeting documents for all schools and departments.

[School Documents](#)

[Department Documents](#)

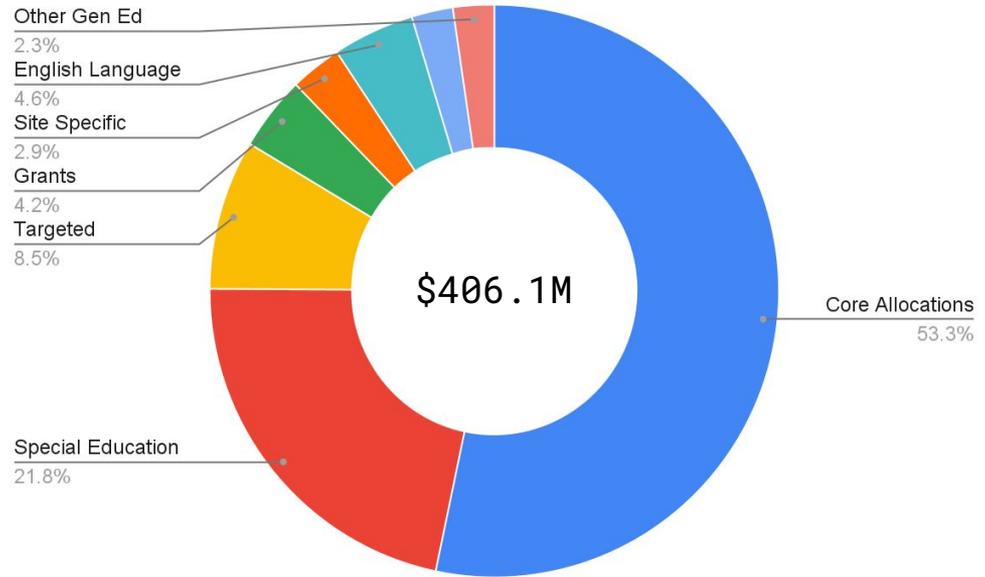
FY24 Budget Allocations to Schools Overview

3.28.2023

Allocations to Schools

There are several categories of allocations that schools receive:

- Core allocations that can be used to meet predictable staffing requirements.
- Special Education allocations based on specific needs within a school.
- Targeted Investments are strategic, district initiated programs.
- Grants represent individual grants to sites as well as Title I.
- Site Specific Programming are allocations given to a site based on the unique programming needs for that site.
- English Language Learner allocations based on specific needs within a school.



Cost of Predictable Staffing

Not including specialty sites, the district is planning to spend about \$174M for sites to comply with predictable staffing requirements.

	<u>Requirement</u>	<u>Avg Cost</u>	<u>Lowest</u>	<u>Highest</u>	<u>District Total</u>
Principal/Assistant Principal	Assigned to site	\$323,980	\$178,325	\$769,281	\$21,706,715
Classroom Teachers	Assigned to site	\$1,859,843	\$294,147	\$6,484,025	\$129,955,472
School Secretary	1.0 FTE	\$58,656	\$57,063	\$65,753	\$3,519,367
Health Service Assistant	32.5 Hours/Week	\$44,394	\$44,394	\$44,394	\$2,663,669
Associate Educator	25-35 Hours/Week	\$29,048	\$26,107	\$36,549	\$1,742,887
Social Worker	1.0 FTE/600, Min 1	\$125,162	\$111,255	\$289,262	\$7,509,699
Non-Salary	\$65/Student	\$28,594	\$4,095	\$98,475	\$1,715,610
					\$168,813,419
<u>Additional Requirements for Middle & High Schools</u>					
Counselor	1.0 FTE/500, Min 1	\$176,037	\$116,251	\$360,378	\$3,696,782
Security Monitor	1.0 FTE	\$44,456	\$44,456	\$44,456	\$933,569
Office Assistant	1.0 FTE if > 500	\$53,415	\$53,415	\$53,415	\$587,569
					\$174,031,339

Core Allocations to meet Predictable Staffing

The “core” allocations are those within a site should be able to meet predictable staffing requirements. This table excludes Targeted Programming allocations given for reasons other than enabling a school to meet predictable staffing requirements.

	Elementary	Middle School	High School	Special	Total
Principal/Assistant Principal	\$11,599,181	\$3,473,276	\$6,081,053	\$563,010	\$21,716,520
Class Size - General Fund	\$40,188,868	\$7,708,425	\$16,036,970	\$914,424	\$64,848,687
Class Size - Referendum	\$32,436,537	\$11,458,967	\$19,885,891	\$1,099,841	\$64,881,236
Basic Per Student	\$6,821,320	\$2,405,298	\$4,168,000	\$230,501	\$13,625,119
Small School Subsidy	\$493,994	\$0	\$134,200	\$36,800	\$664,994
Compensatory Ed	\$22,928,006	\$6,445,761	\$13,240,629	\$1,880,573	\$44,494,969
Targeted Programming	\$1,107,745	\$458,217	\$3,173,044	\$1,065,750	\$5,804,756
	\$115,575,651	\$31,949,944	\$62,719,787	\$5,790,899	\$216,036,281

How Core School Allocations are Calculated

Principal/AP	Actual cost of staff assigned to site.
Referendum Class Size	$(\text{Total Referendum} / \text{District Enrollment}) * \text{Site Enrollment}$
General Fund Class Size	$\text{Funded Classrooms} * \text{Average Teacher Salary} - \text{Referendum Class Size}$
Basic Per Student	$\text{Site Enrollment} * \500
Small School Subsidy	For sites with less than 250 students: $\text{Site Enrollment} * \200
Compensatory Ed	100% of state calculated amount

School Example

23-24 School Budget Allocations



Select Org Unit

Round Hill School

391
Enrollment

Funded FTEs

15.40
Teachers

3.10
Prep

3.50
ELL Teachers

2.00
SERTS

Funding Type	Fund	Internal Order	Functional Area	Grant	FundingNotes	Amount
Class Size 1001	1001	190000004		NOT_RELEVANT		\$1,038,795
Class Size Referendum 1096	1096	190000004		NOT_RELEVANT		\$932,843
Spec Ed 1004	1004	190000004		NOT_RELEVANT		\$750,131
Comp Ed 1031	1031	190000004		NOT_RELEVANT		\$468,005
Intervention Teams	5023	2437930000		2437930000	2 teams of 1.0 FTE Teacher and 2.0 FTE AE	\$434,841
ELL 1002	1002	190000004	219.317.000	NOT_RELEVANT		\$373,013
Principals/Asst Principals	1001	190000004		NOT_RELEVANT	Principal and Assistant Principal	\$348,049
Hi-Five 5023	5023	2430050000	216.401.635	2430050000	Early childhood allocations to cover: Teacher 3.0 FTE Prep 0.6 FTE AE 2.4 FTE	\$265,802
Special Ed SERT	1001	190000004		NOT_RELEVANT		\$213,150

School Example (continued)

Funding Type	Fund	Internal Order	Functional Area	Grant	FundingNotes	Amount
Early Childhood Expansion - ESSER	2023				Early childhood allocations to cover: Teacher 3.0 FTE Prep 0.6 FTE AE 2.4 FTE	\$202,353
Basic Per Student (ESSER)	5023	2437920000		2437920000		\$195,500
Title I 5023	5023	2430030000		2430030000		\$195,230
IB	1001			NOT_RELEVANT	PYP Coordinator: 0.6 FTE World Language: SPANISH: 1.0 FTE PYP PD: \$18,000	\$188,520
Library Media Specialist	1001	190000004	620.000.000	NOT_RELEVANT		\$58,500
Scholarships	2028	2429460000	582.337.000	2429460000	Early childhood scholarship Fund: 2028 Internal Order: 2429460000 Functional Area: 582.337.000	\$48,533
Gifted and Talented	1001	190000029	218.388.000	NOT_RELEVANT	0.4 FTE Advanced Learner Teacher	\$42,630
3rd-Party Billing	5024			NOT_RELEVANT	Third Party Billing	\$41,457
Q Comp-21	1006	190000021	640.335.000	NOT_RELEVANT	0.2 FTE Secondary Observations & Coaching \$15,500 Q-Comp PD Allocation	\$36,815
Transportation Coordinator	1001	190000007	760.000.000	NOT_RELEVANT		\$11,362
Title I Family Involvement	5023	2430030000	216.401.638	2430030000		\$6,299
Language Line/Translations (ESSER)	5023	2437920000		2437920000		\$5,000
Total						\$5,856,827

Calculating Funded Classrooms at a Site

CLSRMS = 36		Round Hill School		ENROLLMENT ESTIMATES FOR FALL 2023									
SCHOOL YR ----		2022-23				FALL		2023					
		Budgeted				School		Planned					
		CLASS	CLSRM	STUDENTS	SWD	Budgeted		Students	Anticipated	Projected	Funded	Projected	ESTIMATED:
		SIZE	SPACE	Enrolled	RATE	needed to		ClassRM	Class	Students	STUDENTS	STUDENT	
GRADE	ROOMS	AVAIL	2/1/2023	APPLD	GRADE	FTE's	fund 1.0 FTE	Teachers	Size	Projected	RETRNING	PLCMNTS	
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	
5	1.8	28	50	47									
4	2.0	28	56	59	12%	5	2.0	28	2.0	28	56	4	
3	2.0	26	52	57	12%	4	1.9	28	2.0	27	53	3	
2	2.7	25	68	72	12%	3	2.7	26	3.0	23	70	7	
1	2.7	24	65	66	12%	2	2.7	25	3.0	23	68	9	
K F	3.0	24	72	78	12%	1	3.0	24	3.0	24	72	3	
						gClasses	3.0	24	3.0	24	72	0	72
TOTALS	14.20		363	379	K=	TOTALS	15.3		16.00		391	292	99
						Funding Units			Funded Students		391		
									15.3	Fundable classroom teachers			

At the beginning of the budget process the Student Accounting department creates a projection of enrollment for the previous year by grade to determine how many classrooms will be funded at each site.

For each grade, the calculation is:

$$\text{Number of students returning} = \text{Current Students} * (1 - \text{Summer Withdrawal Rate})$$

$$\text{Projected Enrollment} = \text{Number of students returning} + \text{Estimated Placements}$$

$$\text{Funded classrooms} = (\text{Projected Enrollment} / \text{Target Class Size}) * 120\%$$

Calculating Core Allocations

In this example, a school is projected to have 391 students (292 returning, 99 placements) in 15.3 grade level classrooms.

GRADE	FALL 2023		Anticipated ClassRM	Projected Class Size	Funded	Projected	ESTIMATED:
	Planned Budgeted FTE's	Students needed to fund 1.0 FTE			Students Projected	STUDENTS RETRNING	STUDENT PLCMNTS FOR FALL
=====	=====	=====	=====	=====	=====	=====	=====
5	2.0	28	2.0	28	56	52	4
4	1.9	28	2.0	27	53	50	3
3	2.7	26	3.0	23	70	63	7
2	2.7	25	3.0	23	68	58	9
1	3.0	24	3.0	24	72	69	3
kgClasses	3.0	24	3.0	24	72	0	72
TOTALS	15.3		16.00		391	292	99
Funding Units			Funded Students		391		
			15.3	Fundable classroom teachers			

Funded Classrooms

$$= 15.3 + (15.3 * 20\%) = 18.5*$$

Referendum per student:

$$= \$64,893,414 / 27200 = \$2,385.79$$

Referendum Class Size:

$$= \$2,386 * 391 = \$932,843$$

General Fund Class Size:

$$= 18.5 * \$106,575 - \$932,926 = \$1,038,975$$

Basic Per Student:

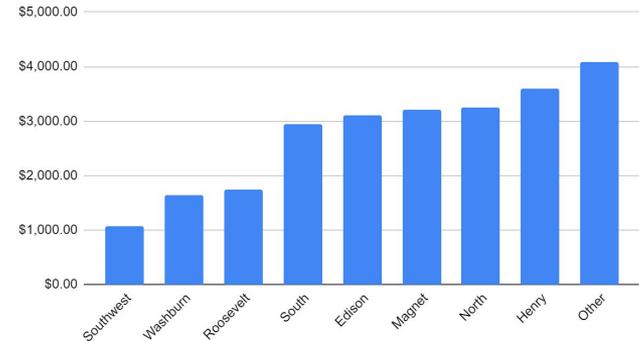
$$= 391 * 500 = \$195,500$$

How MDE Calculates Compensatory Ed

Our example school received an allocation of \$468,005, calculated as follows:

- MDE looks at last year's counts of students:
 - 369 students on 10/1/2022
 - 186 students receiving free lunch
 - 19 students receiving reduced price lunch
- An "adjusted lunch count" is calculated:
 - A student receiving free lunch is counted as 1, a student receiving reduced is counted as 0.5.
 - $186 + 0.5 * 19 = 195.5$
- The concentration of poverty is calculated by dividing the Adjusted Count by the 10/1/2022 Enrollment:
 - $195.5 / 369 = 0.5298$
- The concentration is divided by 80% to derive the "concentration factor":
 - $0.5298 / 0.8 = 0.6623$
- A number of "pupil units" is calculated by multiplying the Adjusted Count by the concentration and then multiplying that number by the concentration factor:
 - $195.5 * 0.5298 * 0.6623 = 77.69$
- Compensatory is calculated by multiplying the number of pupil units by \$6,024:
 - $77.69 * \$6,024 = \$468,005$

Comp Ed Allocation Per FRL Student



	Comp Ed \$	FRL %
Other	\$3,785,723	81.60%
Henry	\$7,004,225	82.90%
North	\$4,346,557	76.10%
Magnet	\$11,029,643	74.60%
Edison	\$4,993,235	67.40%
South	\$7,986,197	69.70%
Roosevelt	\$2,232,376	40.60%
Washburn	\$2,281,048	32.20%
Southwest	\$836,442	21.70%
Total Allocations	\$44,495,446	56.69%

Targeted Programming

Needed to meet predictable staffing requirements

Incremental STEM Staff at Heritage	\$213,150
Parking expenses at FAIR	\$15,000
Additional security at South	\$109,257
American Indian TOSA & PD at South	\$206,575
Enrollment Stabilization at Henry	\$106,575
Additional Bilingual Staff at Las Estrellas	\$106,575
Hmong pathway at Olson	\$213,150
Provide required courses/serve dual enrolled at MPS Online	\$532,875
3rd Grade Classroom at Green	\$31,973

Targeted Allocations w/Specified Use

\$1,077,741

Continued supplementary allocations:

Harrison	\$300,000
MPS Metro HA	\$532,875
North	\$710,000
River Bend	\$150,000
Stadium View	\$1,023,000

Continued Supplementary Allocations

\$2,715,875

Total of all Targeted Allocations

\$5,328,746

Targeted Programming allocations are incremental funds allocated to specific schools.

This year, there are three types of targeted programming allocations:

1. Additional allocations to 14 schools needed for those schools to meet predictable staffing requirements.
2. Allocations to 8 schools with a specific use already identified.
3. Supplementary allocations to 5 schools to be used at those schools' discretion.

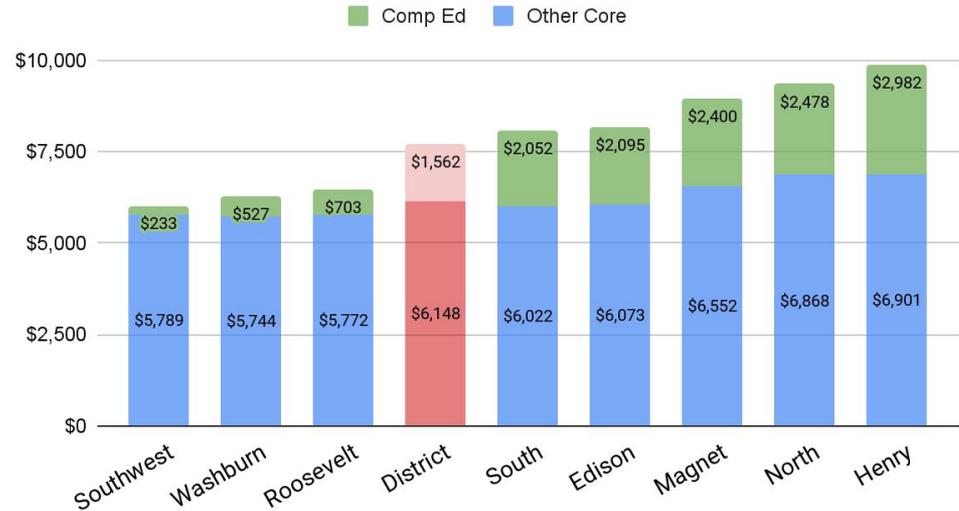
The allocation amounts shown omit \$206,019 allocated as Targeted Programming related to principal-requested reallocations.

Core Allocations Per Student

Districtwide, core allocations in community and magnet schools were \$7,710 per student:

- Community schools in the Southwest, Washburn and Roosevelt pathways receive lower than average core allocations.
- The primary driver of the differences in per student allocations is Compensatory Education funding.
- The district passes through 100% of Compensatory Education funding to schools.

Core Allocations Per Student by Pathway



Special Education

	Elementary	Middle	High	Other	All
	Schools	Schools	Schools	Schools	Schools
Citywide Program	\$29,124,399	\$8,685,850	\$20,922,223	\$8,622,270	\$67,354,742
Resource Teachers	\$7,833,265	\$3,836,701	\$5,275,464	\$213,149	\$17,158,579
3rd Party Billing	\$2,072,525	\$0	\$0	\$0	\$2,072,525
Federal Funds	\$57,165	\$0	\$332,859	\$1,435,560	\$1,825,584
Total Allocations	\$39,087,354	\$12,522,551	\$26,530,546	\$10,270,979	\$88,411,430

Special Education allocations to schools for FY24 are \$88.4M:

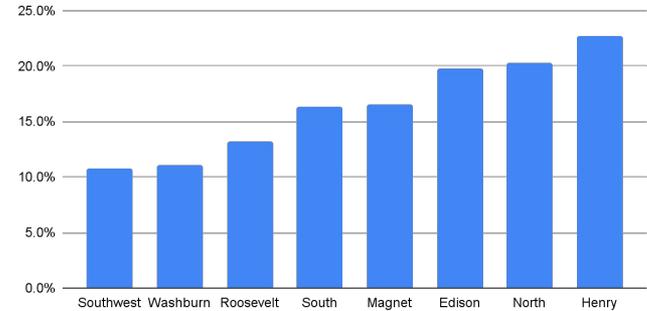
- \$67.4M for citywide programming serving children with identified disabilities.
- \$17.2M for Special Education Resource Teachers providing school based services.
- \$2.1M for services provided through third parties.
- \$1.8M in federal funds.

Special Education

- The percent of students receiving special education services in community schools and magnet schools varies significantly based on the school's area.
- The per student expenditure for special education services somewhat correlates with the percentage of students receiving services:
 - In community schools that are part of the Edison, North and Henry pathways the percentage of students receiving service is high as well as the per student cost.
 - In other areas, this correlation does not hold.
- These charts do not reflect schools outside of the pathways or magnets, including special education schools.

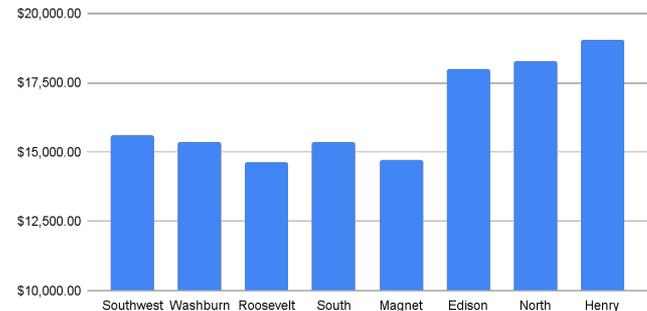
Percent of Students Receiving Special Education Services

By Community School Pathway



Per Student Special Education Allocations

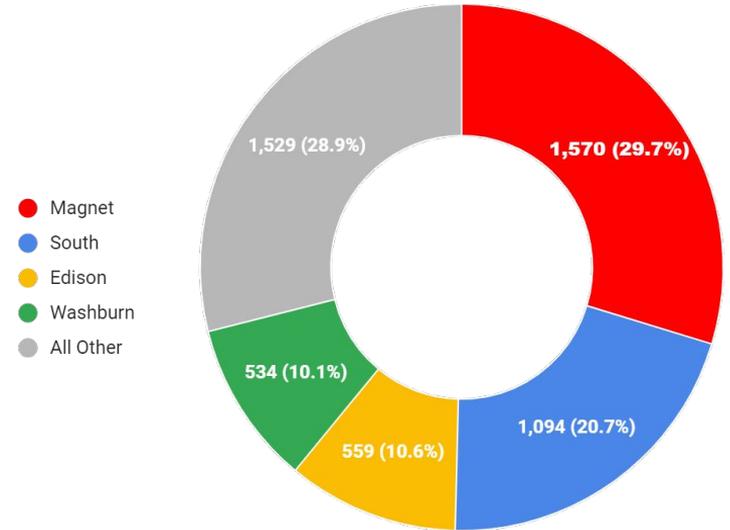
By Community School Pathway



English Language Learners

The FY24 Budget allocates \$18.8M to schools to provide English Language Learner services:

- The entire allocation is used to fund 176.6 FTE of ELL Teachers.
- Magnet schools account for almost 1/3 of students receiving ELL services.
- Community Schools in the South, Edison and Washburn areas also serve large ELL populations.
- Districtwide, there are about 30 students receiving services for each ELL Teacher allocated to schools.
- The district is budgeting \$3,561/ELL student just for the services they receive in their schools.



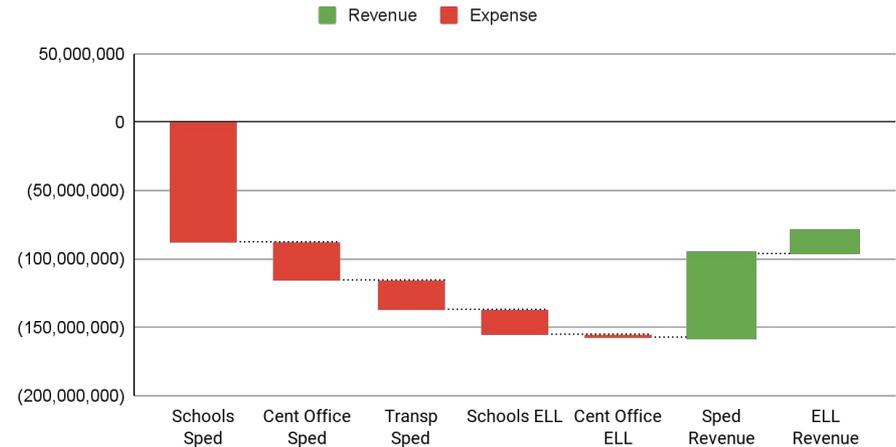
Area	FTE	Cost	Students	Per Student	ST Ratio
Magnet	51.0	\$5,435,325	1,570	\$3,462	30.8
South	36.0	\$3,836,700	1,094	\$3,507	30.4
Edison	19.5	\$2,078,213	559	\$3,718	28.7
Washburn	18.5	\$1,971,638	534	\$3,692	28.9
All Other	51.6	\$5,499,269	1,529	\$3,597	29.6
Total	176.6	\$18,821,145	5,286	\$3,561	29.9

Underfunding of Special Ed & ELL

Our budget assumes \$78.6M in continued underfunding of Special Education and English Language Learner services:

- Special Education allocations to schools of \$88.4M do not incorporate \$27.1M in anticipated central office expenses and \$21.6M in Transportation expenses.
- Central Office functions for Special Education are primarily district-wide services such as Psychologists and Speech Language Clinicians.
- We anticipate receiving aid that will cover about 55% of our Special Education expenditures and 17% of our ELL expenditures.

Special Ed and ELL Projected FY24 Revenue & Expenses

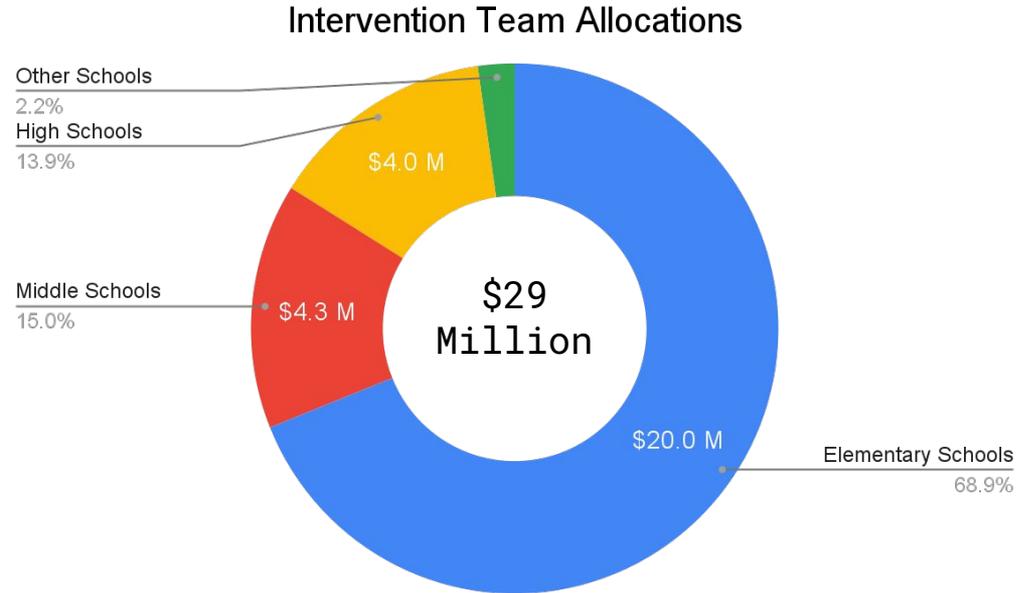


	SPED	ELL	Total
Allocated to Schools	88,411,431	18,821,148	107,232,579
Allocated to Central Office *	27,095,238	1,561,425	28,656,663
Allocated to Transportation *	21,629,518	0	21,629,518
Total Allocations	137,136,187	20,382,573	157,518,760
Projected Revenue	75,439,358	3,466,585	78,905,943
Over (Under) Funding	(61,696,829)	(16,915,988)	(78,612,817)

* Current estimate

Intervention Teams

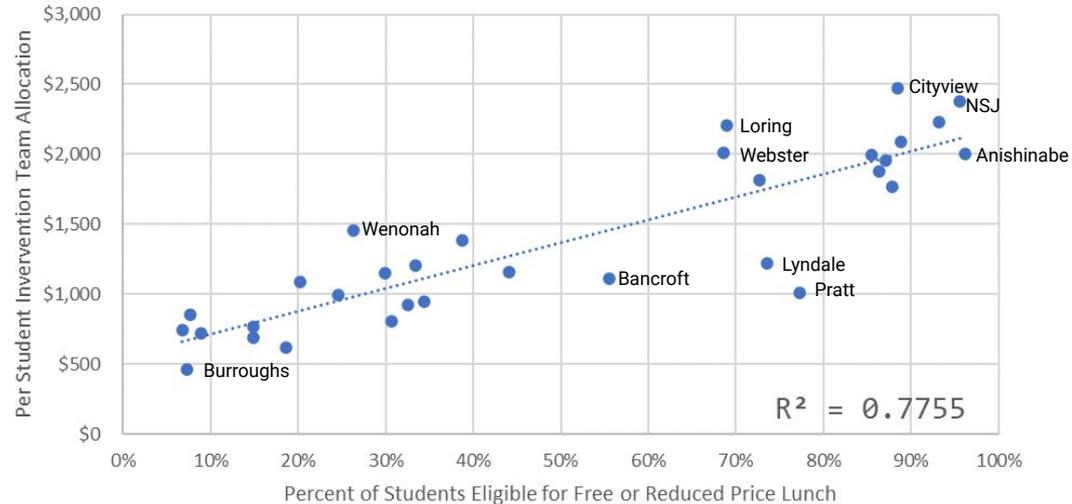
- Allocations to schools include a targeted investment of \$29M for “Intervention Teams” to be funded with ESSER III learning loss funds.
- The majority of these allocations went to elementary schools.
- Each intervention team is composed of one teachers and two associate educators.
- Each intervention team has a caseload of 75 children who are not yet proficient in literacy or math and who have not shown growth for two consecutive quarters.



Intervention Teams

- Intervention teams were allocated based on the needs of each sites.
- There is a significant positive correlation between a school's percentage of students eligible for free and reduced price lunch and the per-student allocation for intervention teams.

Cost per student of intervention team allocations in community elementary schools.



Site Specific Programming

Allocations made to schools to provide specific programming.

	Elementary	Middle	High	Other	Total
	Schools	Schools	Schools	Schools	Schools
IB/Advanced Academics	620,848	2,602,541	1,768,393	58,288	5,050,069
AVID	21,315	682,080	916,543	-	1,619,939
SWS/Extended Learning	-	65,428	1,347,943	-	1,413,371
CTE (School Based)	-	-	1,151,012	106,575	1,257,587
Athletics	-	-	808,132	-	808,132
K-8 Supports	639,450	-	-	-	639,450
Contractual	499,779	-	-	-	499,779
All Other	159,863	-	329,547	-	489,409
Total	1,941,255	3,350,049	6,321,570	164,863	11,777,736

Allocations to Schools

	Elementary	Middle	High	Other	All
	Schools	School	Schools	Schools	Schools
Core Allocations	115,575,653	31,949,944	62,719,787	5,790,899	216,036,283
Grants	8,337,001	2,135,906	4,961,730	1,450,077	16,884,714
Targeted Investments	23,364,666	5,264,044	4,899,787	886,264	34,414,761
Site Specific Programming	1,941,233	3,350,047	6,321,570	164,863	11,777,713
Other Gen Ed	7,297,231	1,444,845	2,241,677	174,714	11,158,467
General Education Allocations	156,515,784	44,144,786	81,144,551	8,466,817	290,271,938
English Language Learners	10,550,918	2,451,225	5,659,131	159,862	18,821,136
Special Education	39,087,328	12,479,339	26,575,069	10,270,981	88,412,717
Community Ed & Early Childhood	9,489,801	0	0	0	9,489,801
Total Allocations to Schools	215,643,831	59,075,350	113,378,751	18,897,660	406,995,592

Questions

FY24 Budget Allocations to Departments Overview

Senior Officer Ibrahima Diop
Budget Director Thom Roethke

Department Budgeting Process

Department Presentations

- Departments present proposed budgets for the next year.
- Expenses categorized as either compliance related, essential for MPS operations, strategic, or administrative.
- Proposed strategic costs must be tied to the strategic plan.

Alignment Committee Consultation

Budget Alignment Committee meets to discuss and prioritize department requests.

Communication & Department Engagement

Budget Alignment Committee meets with Senior Leadership to agree on plan for the next year's budget.

Budget Tie Out

Department leaders enter their budgets into the Budget Tie Out system.

Budget Alignment Committee

Rochelle Cox	Interim Superintendent
Dr. Shawn Harris-Berry	Senior Officer of Schools
Ibrahima Diop	Senior Officer of Finance & Operations
Candra Bennett	Senior Officer of Human Resources
Tara Fitzgerald	Principal, Andersen Middle School
Jessica Skowronek	Principal, Pillsbury Community School
Sarah Hunter	Executive Director, Strategic Initiatives
Thom Roethke	Director, Budget Planning & Analysis
Linh Phan	Supervisor, Grants Accounting

What does “Central Office” do?

District Administration

Board of Education
Superintendent
Office of the Superintendent & Board
Ombudspersons

Finance & Operations

Accounts Payable
Benefits Administration
Budget Operations
Capital Planning
Compensation
Contract Administration
Culinary & Wellness Services
District Financial Services
Document Center
Environmental Health & Safety
Financial Systems
Fleet Services
General Accounting
Grant Funding & Resource Development
Grounds Maintenance
Janitorial
Mailroom Operations & Delivery
Materials Handlers
Payroll
Plant Maintenance

Plant Operation
Procurement
Risk Management
Student Accounting
Transportation
Warehouse & Distribution Services
Wellness

General Counsel

Expulsions & Transfers
General Counsel
Office of Equality & Civil Rights

Human Resources

Employee Relations
Grow Your Own
Human Resources Information Systems
MPS Academy Licensure Program
PAR Mentors
Talent Management
Teacher Evaluation
Teacher Professional Development

Academics

Adult Education
Advanced Learners
Arts

AVID
Bilingual Seals
Career Pathways
College Credit Programs
Community Education
Community Partnerships
Core Academics & Instruction
Early Childhood
English Language Learners
Ethnic Studies
Experiential Learning
Extended School Year
Family & Student Engagement
Fast Track Scholars
Freedom Schools
Full Service Community Schools
GEMS/GISE
Health & Sexual Health
Heritage Language
High Five
Home School Services
Homebound Services
Indian Education
Literacy
Library & Media Services
Magnet Programming
Mathematics

Minneapolis Kids
Multi-Tiered Systems of Support
Non-Public Services
Office of Black Student Achievement
Office of Latine Achievement
Physical Education
PYP/MYP/IB
Science
Screening & Intake
Social Studies
Special Education
STEM
Teen Parent Services
World Language
Youth & Adult Enrichment

Information Technology

Design & Training
Enterprise Infrastructure
Enterprise Systems
IT Field Support
Service Management

Office of Schools

Athletics
Associate Superintendents
Contract Alternatives

Office of the Superintendent

Communications
Communications
KBEM

Equity & School Climate

External Relations

Family Engagement
Student Placement

Strategic Initiatives

Accountability
Research, Evaluation & Assessment
Strategic Initiatives

Student Support Services

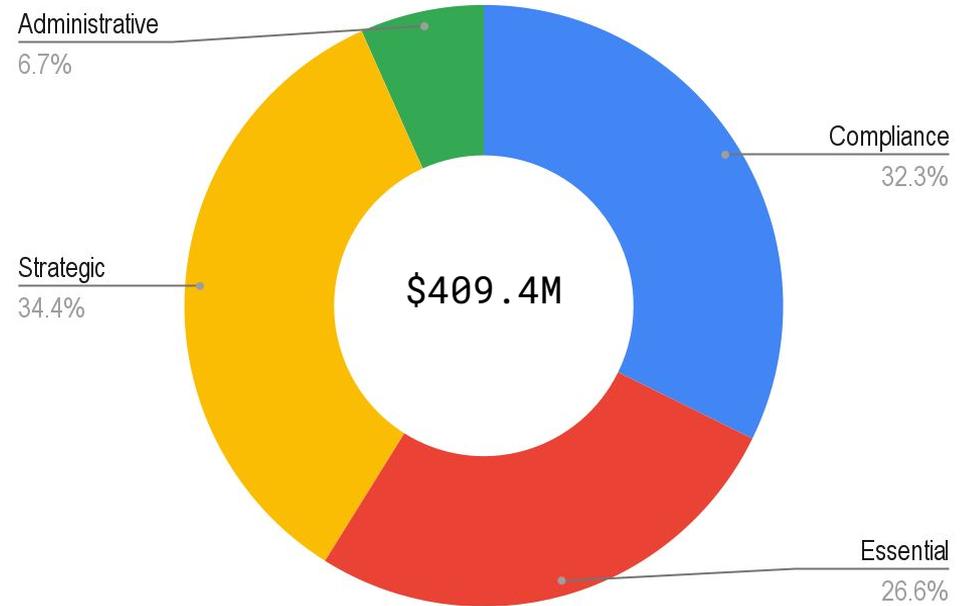
Check & Connect
Emergency Management, Safety & Security
Family Resource Center
Health Services
GEAR UP
Mental Health Support
School Counseling
Social Work Services
Student Retention & Recovery
We Want You Back

Total Initial Requests

Highlights of the presentation process:

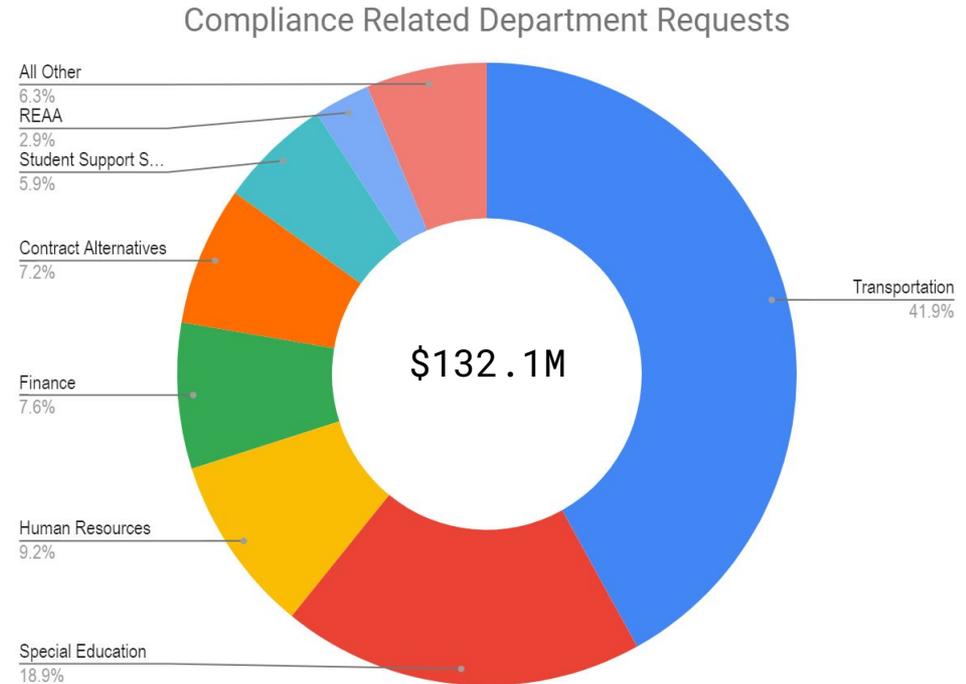
- Departments proposed a total of \$409.4 million in programming and administrative costs.
- Compliance related and strategic proposals each composed about a third of all requests.
- 63% of expenditures were for salaries, fringe benefits, or extended time costs.
- 24% of proposed expenditures were for contracts with external vendors.

Category of Proposed Department Expenditures



Compliance Requests

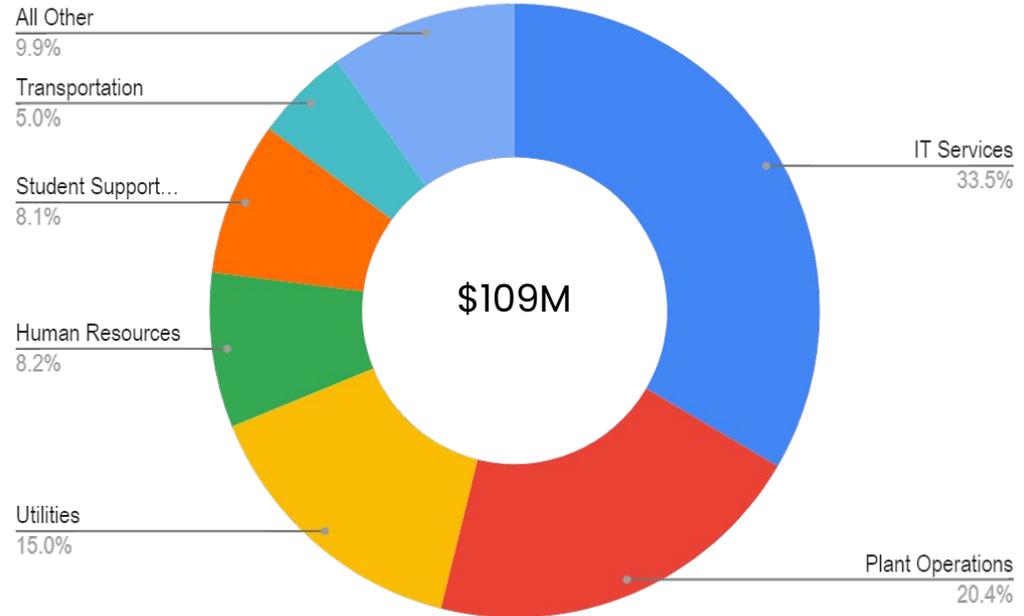
- Of the \$132.1 million of compliance related requests, 42% were related to transportation costs.
- Special Education drove about 19% of department compliance related requests. These would be for required Special Education administrative costs as well as department-driven services delivered in schools.
- Other areas with significant compliance costs include HR and Finance.



Essential Requests

- One third of requests described as “essential” came from the IT department.
- Plant Operations requests for programs such as janitorial services and preventative maintenance accounted for over 20% of requests.
- Utilities (electric, water, etc) accounted 15% of requests labeled as essential.

Department Requests Labeled as Essential



What programs are 'essential'?

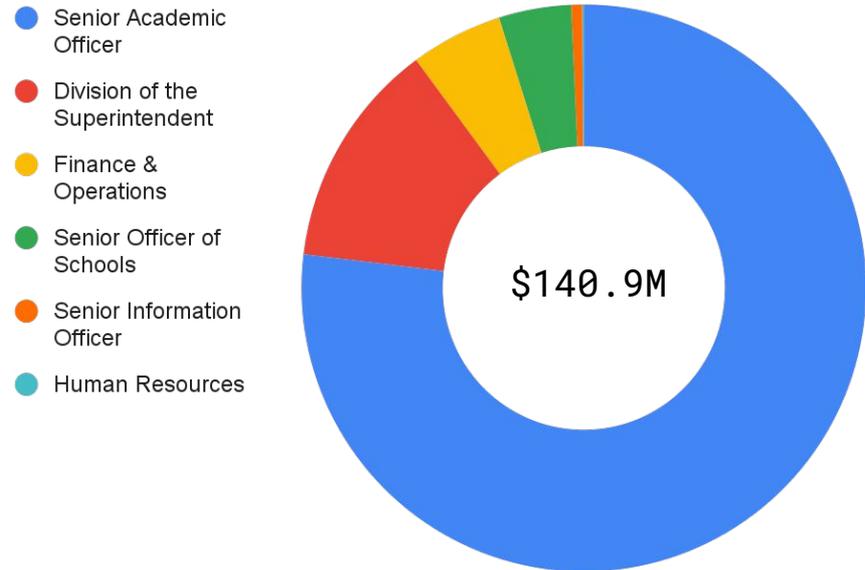
- Essential programs are those necessary to continue operating MPS without major changes or disruptions.
- The largest department programs labeled as 'essential' are primarily focused on upkeep of school buildings and providing services to students.

	<u>Amt</u>
Utilities	\$16,300,000
Student Devices	\$13,427,400
Janitorial	\$13,159,014
Network Services	\$7,397,586
Preventative Maintenance	\$7,221,350
Talent Acquisition	\$5,414,651
Staff Technology Devices	\$3,672,272
Classroom Technology	\$3,578,253
Emergency Management	\$3,455,443
All Other Requests	\$35,342,367
Total Essential Requests	<u>\$108,968,336</u>

Strategic Requests

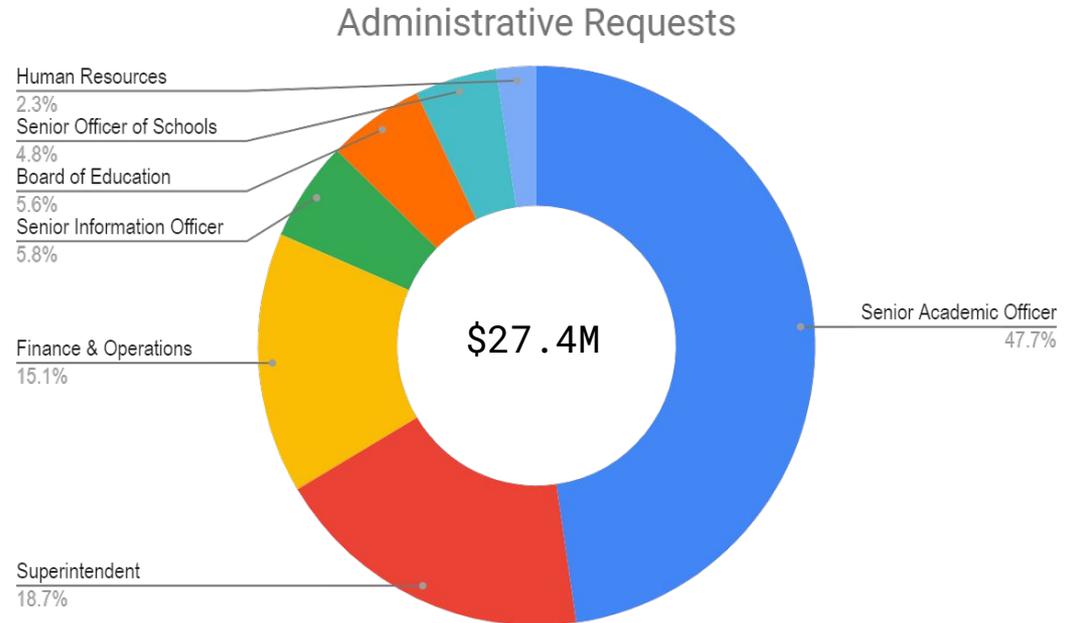
- Departments requested nearly \$141 million for strategic reasons.
- Many programs labeled as 'strategic' are programs that MPS currently operates, but many more were not.
- This category included many "wish list" items, almost all of which were heavily student-centered, with approaches that were 'big picture' items down to small details, and everything in between.

Strategic Department Requests



Administrative Requests

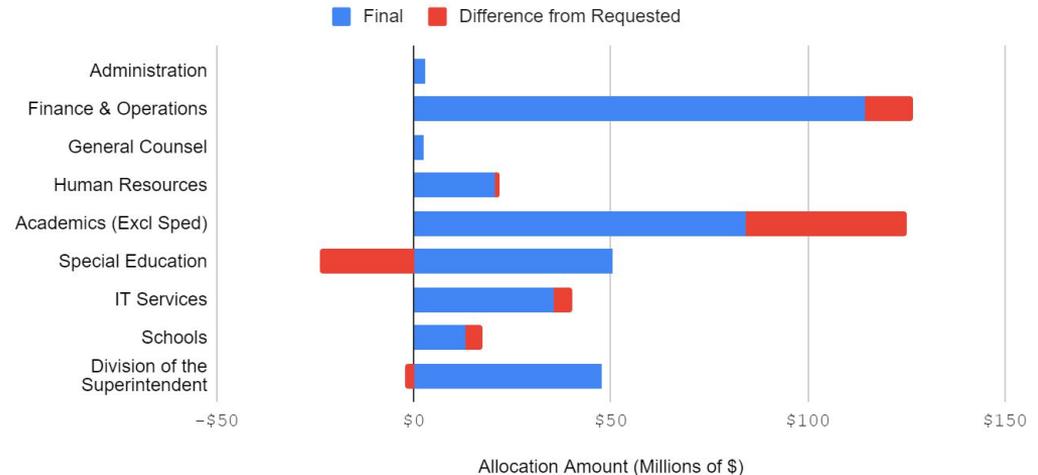
- 'Administrative' expenses accounted for just under 7% of department requests.
- Many of the costs labeled as 'administrative' cover people who, while technically serving in an administrative capacity, are also heavily involved in the day-to-day operations of their programs.
- Especially notable within the Senior Academic Officer's organization are many administrators who are 'doing the work' such as content leads, Minneapolis Kids site managers, etc.



Final Allocations

- The chart on the right shows the final department allocations (blue) and the unfunded allocations (red).
- Special Education and the Division of the Superintendent have negative unfunded amounts. This is due to higher than proposed expenses in those areas once BTO had begun.
- These amounts include only the \$5M requested subsidy for Food Service.
- These amounts do not reflect capital requests except in IT, where general fund requests were moved to capital.

Requested vs Final Department Allocations



Unfunded Programs

- \$32M in proposed programs were unable to be funded by the committee.
- Unfunded programs are primarily a mix of academic strategies, technology investments, and increased district supports.
- Even leaving these programs unfunded, the district will still run a structural deficit that must be addressed using assigned fund balance.

Unfunded Program	Request Amt
MTSS Site Leads	6,930,375
Classroom technology management/integration	2,386,000
Literacy Secondary Coaches	2,278,076
School Bus Technology Refresh	2,056,000
Mathematics 6-8 (Intervention)	1,911,260
Social Studies Curriculum Adoption	1,518,920
Literacy 6-8 Reading Interventions	1,457,536
Literacy Tier 1 Core Planning	1,200,000
Arts Grades 6-8 Instrumental Music	1,046,875
Ethnic Studies Racial Literacy	1,045,250
Magnet Programming (Expansion)	1,039,350
Mathematics Telescoped (Expansion)	1,008,717
Requests less than \$1M	7,989,203
Total Unfunded	31,867,562

Equity Considerations for Budgeting: Departments

Each department completed the following as a part of presentations to the budget alignment committee:

1. Identified stakeholder involvement in budgeting

- Who did your department engage with in the budget process?
- How were stakeholders engaged?
 - **Informed** (shared information with stakeholders),
 - **Consulted** (shared information with and gathered feedback from stakeholders), or
 - **Collaborated** (partnered with to inform, gather feedback, and co-construct the division/department budget)

Equity Considerations for Budgeting: Departments

2. Outlined Equity Considerations (initial phase):

- What budget changes are you making (making a reduction, adding to the budget)?
 - Who will this directly impact?
 - How will this impact the specific groups you named (e.g., positive, negative, no impact)
 - Mitigation Plan for specific groups negatively impacted by budget changes

Equity Considerations for Budgeting: Departments

3. Final phase of equity considerations process completed by April 11

- Proposed investments and appropriate strategic plan alignment included in final budgets
- Mitigation plan related to discontinued items impacting student groups

Departmental equity considerations summaries shared at May and June board meetings; board vote at June meeting

Questions

School Year 2023–24 Budget Presentation

Senior Officer Ibrahima Diop

Budget Director Thom Roethke

Executive Director Sarah Hunter

Proposed FY24 General Fund Budget

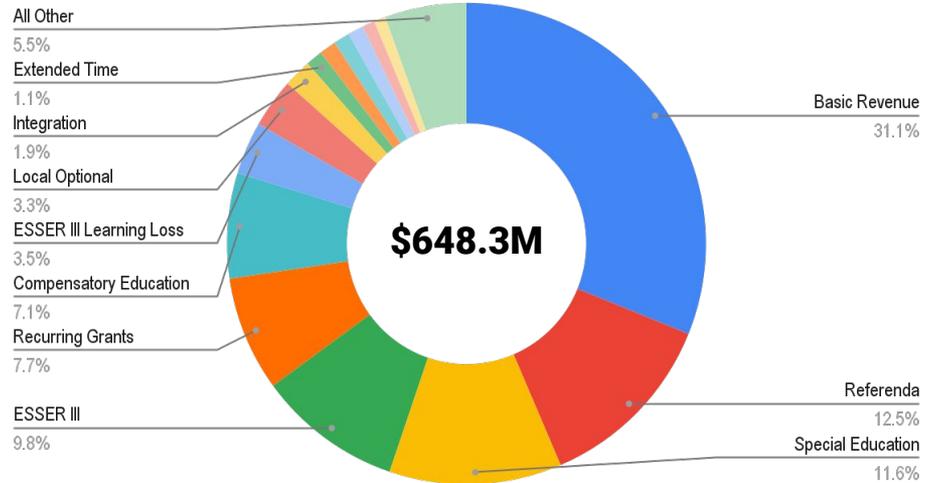
Budget Highlights

- **For FY24 we implemented a new budget process for departments – priority based budgeting:**
 - Department budgets were presented in detail to a budget committee.
 - Expenditures were prioritized based on multiple factors.
 - Alignment with the district’s strategic plan was emphasized.
- **We included significant investments in strategies intended to improve academic proficiency:**
 - \$29M for Intervention Teams deployed to schools to address learning loss.
 - A 0.5FTE Library Media Specialist in every school.
 - \$1.5M for services to advanced learners.
- **We kept allocation formulas for schools unchanged from last year.**

Revenue

- About one-third of General Revenue is linked to the per-pupil formula.
- For FY24, about 10% of the total budget is ESSER III.
 - It is the fourth largest source of General Fund funds in FY24.
 - FY24 is the final year in which these funds will be available.
- Does not include any incremental revenue that might come out of this year's legislative process.

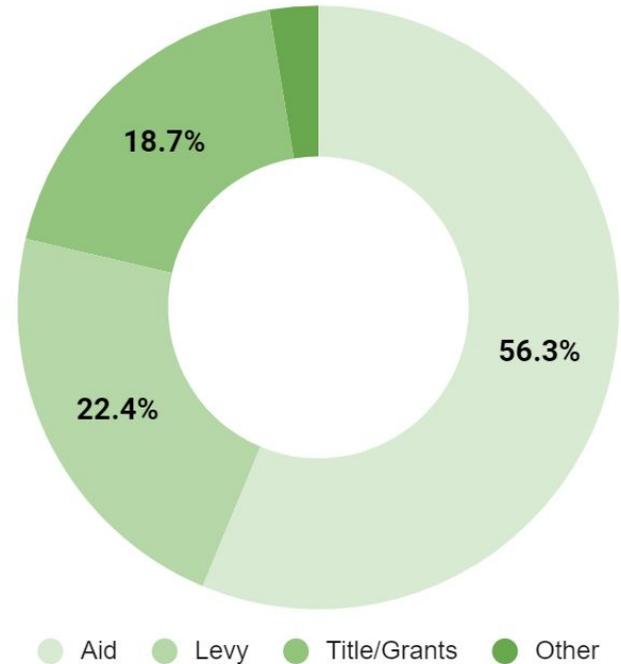
FY24 General Fund Revenue



Revenue Sources

- Over half of all General Fund revenue comes in the form of state aid. This includes the Formula, Special Education, and Comp Ed.
- About a fifth of the General Fund revenue comes from property taxes through the levy process.
- Less than 20% of revenue comes from Federal Sources, inclusive of COVID funds.

General Fund Sources



General Fund Expenditures

- Inclusive of all investments, the FY24 budget is a 7.1% increase over the FY23 budget.
- We assume a vacancy rate of 5%:
 - This means the on any given day during the school year, 5% of positions are expected to be vacant.
 - The total savings projected is about \$27M.
 - This is consistent with past practice, although we have used different methods in previous years.
- We will leverage \$5M of IT levy authority collected in previous years.
- We also expect the need to transfer more than \$4M from the General Fund to the Food Service Fund to subsidize operating expenses.

	FY23	FY24	Year Over Year Change	
			\$	%
Salaries	357,914,087	372,676,271	14,762,184	4.12%
Extended/Reserve	13,836,953	18,856,014	5,019,061	36.27%
Fringe	131,839,499	142,117,625	10,278,126	7.80%
Purchased Services	111,354,563	117,123,922	5,769,359	5.18%
Supplies	20,778,046	31,437,816	10,659,770	51.30%
Equipment	149,867	793,909	644,042	429.74%
Other Expenditures	6,886,133	5,587,646	(1,298,487)	-18.86%
Total General Fund	642,759,148	688,593,203	45,834,055	7.13%

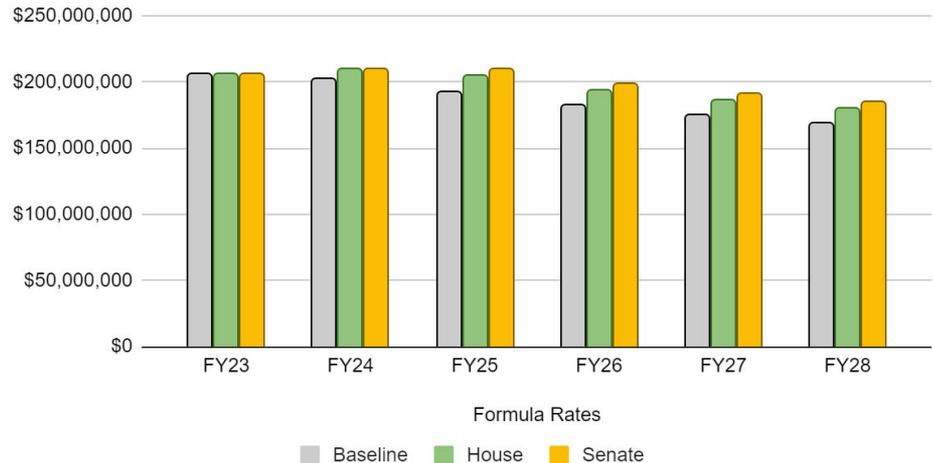
Impact of Legislation

Basic Aid (“The Formula”)

- Each version of the bill has different increases to the formula:
 - Both versions include a 4% increase in FY24, from \$6,863 per pupil unit to \$7,138 per pupil unit.
 - The House version includes a 2% increase in FY25, from \$7,138 to \$7,281 per pupil unit.
 - The Senate version includes a 5% increase in FY25, from \$7,138 to \$7,498 per pupil unit.
- On average, we expect enrollment to decline by just under 4% per year over the next three years:
 - The House version would cause a decline in total formula revenue of about 2% per year over the three year period.
 - The Senate version would cause a decline of 1% of revenue over the next three years.

Formula Revenue

Revenue Comparison between House & Senate Versions



Future Inflation Protection

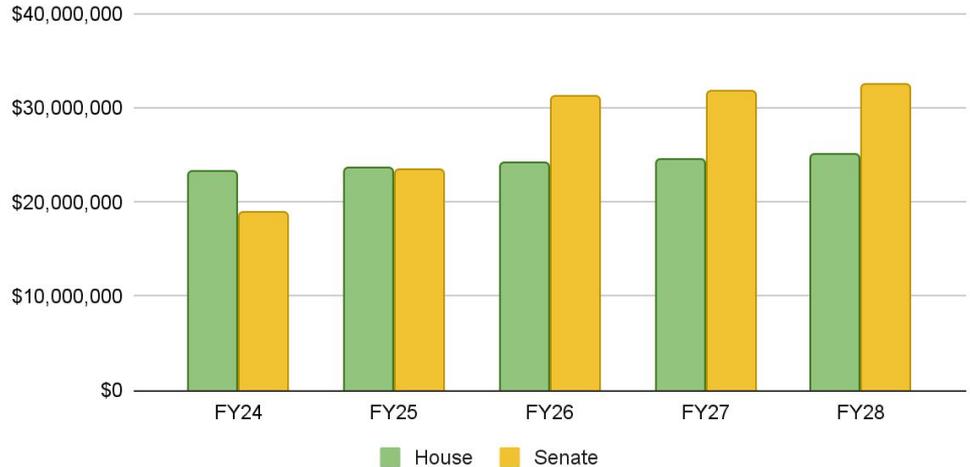
- The House version of the Omnibus bill includes an automatic inflation correction.
 - The House version of the Omnibus bill includes an automatic inflation correction.
 - Under the House version, in January of 2025 MDE must calculate:
 - The average value of the Consumer Price Index (CPI) for Urban Consumers for the period April 2023–June 2023
 - The average value of the CPI for the period April 2024–June 2024.
 - The percentage change in the two values calculated.
 - The formula will be adjusted by this change in value or 3%, whichever is lower, for the fiscal year beginning July 1, 2025.
 - In the event that the change is deflationary, the formula will not change.
 - Since MDE will use prior fiscal years to calculate the change, any inflation correction will always lag behind by at least one year.
- The Senate version of the Omnibus bill does not include any inflation protection.

Special Education Cross Subsidy Relief

- Both chambers' bills increase the special education cross subsidy relief factor from the current level of 6.43%.
- The House proposal would increase the relief factor to 47.8% starting in FY24.
- The Senate proposal would increase the relief factor to 40% in FY24, 47.3% in FY25 and 60% in FY26.

Special Education Cross Subsidy Relief

Estimate of Incremental Revenue by Chamber

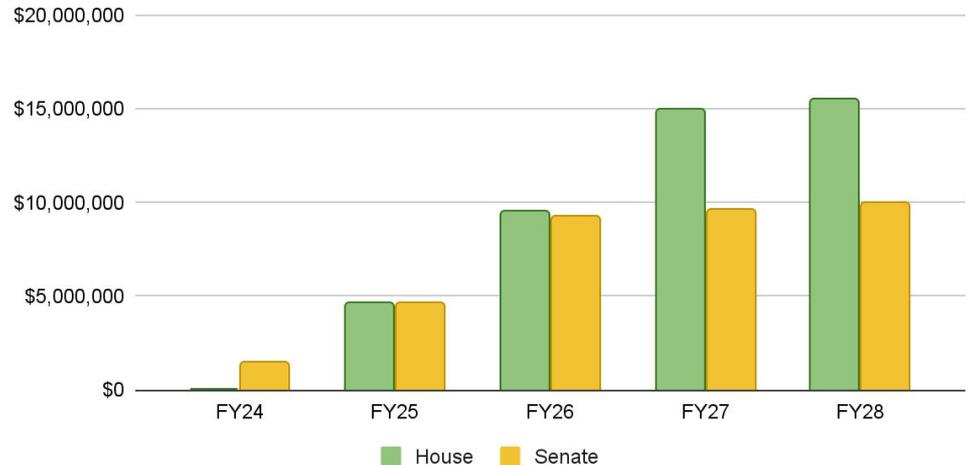


ELL Cross Subsidy Relief

- Both legislative chambers have included ELL cross-subsidy relief in their bills.
- Only the Senate bill would provide additional revenue in FY24 - about \$1.4 Million
- Only the House bill fully funds ELL, phasing in to 100% of the cross subsidy by FY27.
- The Senate bill phases in up to 64.4% cross subsidy relief.

ELL Cross Subsidy Relief

Revenue Comparison between House & Senate Versions



Hourly Worker Unemployment Insurance

- Both chambers' bills remove the exemption from qualifying for unemployment benefits for hourly workers employed by school districts.
- In Minnesota, school districts pay the full cost of any unemployment benefits paid to employees.
- While we are able to levy for a portion of our unemployment insurance cost, the new legislation explicitly prohibits using these levy proceeds to pay for unemployment insurance for hourly workers.
- The average cost to the district per employee who fully utilized this change is about \$4,700.

Cost Estimate of UI Insurance Provision:

This table estimates the districts liability based on utilization of unemployment insurance by currently employed hourly staff.

Utilization Rate	Summer Break	Winter Break	Total Incremental
100%	\$7,472,989	\$764,189	\$8,237,178
75%	\$5,604,742	\$573,142	\$6,177,884
50%	\$3,736,495	\$382,095	\$4,118,590
25%	\$1,868,247	\$191,047	\$2,059,294

Assumptions used for these estimates:

- One week during summer not included in calculation.
- One week paid UI during Winter Break.
- Costed at current wage rates.

Equity Considerations Process

Equity Considerations Process

Sections	School Process	Department Process
Prioritize Activities/Initiatives	Identification and prioritization of activities that are having, or will have, the biggest impact on increasing student success and achieving equity and how each activity aligns to MPS strategic priorities	<p>This Budget Tie Out season, departments engaged in a <i>priority-based budgeting</i> process where individual programs and services, rather than departments as a whole, were proposed and funded. In their SY24 budget proposals, departments sorted their proposed programs and services into three overarching categories: statutory (as required to comply with statutory or regulatory requirements), essential (as required to operate the district), and strategic (all other programs and services).</p> <p>After presenting on their proposed budgets and receiving their allocations, departments were asked to identify which specific student/staff groups will be most directly impacted by changes (eliminations, reductions, or additions). Funded strategic programs were categorized into specific MPS Strategic Plan areas by departments (and by REA staff when departments did not identify a specific goal/strategy) to understand alignment of SY24 funding to the MPS Strategic Plan.</p>
Budget Alignment and Trade-Offs	Identification of how potentially limited or additional resources will be used to support prioritized activities, what trade-offs have to be made as a result of those investments, and how supplementary funding sources will be used to support prioritized activities	
Equity Considerations	Identification of specific student groups who will be most directly impacted by changes (eliminations, reductions, or additions) to programs, supports, or services, how negative impacts will be mitigated, and how continued or expanded programs and activities will positively impact specific student groups	
Additional Considerations / Additional Information	Identification of other impacts that might result from changes (cuts, reductions, or additions) to positions, programs, support, or services	

Equity Considerations Summary: Schools

All schools that completed an Equity Considerations in Budgeting document included at least one stakeholder group (families, students, staff, or other community members) in their budget decision-making.

District-Directed

- A total of **108 intervention triads**, between 0.5 and 5 triads per school, are to be implemented across 65 schools.
- **38 schools** received additional funding to support Advanced Learners.
- **68 schools** received funding for a 0.5FTE Library/Media Specialist.

Additions – 46 Schools Reporting Non-District-Directed Additions

Licensed teacher positions or time	Licensed student support staff or time	Non-licensed student support staff or time	Teacher support staff or time	Clerical staff or time
22	18	20	13	2

Cuts/Reductions – 20 Schools Reporting Cuts/Reductions

Licensed teacher positions or time	Licensed student support staff or time	Non-licensed student support staff or time	Teacher support staff or time
12	5	6	4

Equity Considerations Summary: Departments

Departments reported which goal and strategy each of their funded programs aligned to. If applicable, departments could list more than one goal or strategy for each program. Of the 143 reported funded programs:

- **105** programs aligned to Goal 1: Academics
 - The most common specific strategy for Goal 1: Academics was Strategy 2 (Ensure all curriculum and instructional practices are anti-racist and sustain the cultures, languages, and experiences of our students), with 39 programs funded applying to this area.
- **50** programs aligned to Goal 2: Student Well-Being
 - The most common specific strategy for Goal 2: Student Well-Being was Strategy 3 (Integrate social and emotional practices into all classrooms and Out of School Time activities), with 14 programs funded applying to this area.
- **27** programs aligned to Goal 3: Effective Staff
 - Nearly all programs and services aligned to Goal 3: Effective Staff were aligned to a non-specific strategy—23 of 27 goals reported a generic alignment to Goal 3.
- **57** programs aligned to Goal 4: School and District Climate
 - The most common specific strategy for Goal 4: School and District Climate was Strategy 5 (Support community partnerships to enhance student experiences and learning opportunities), with 21 programs funded applying to this area.

Questions

**Special School District Number 1
Board of Education Resolution**



Resolution No. 2023-0032
June 13, 2023

Resolution approving the 2023-2024 fiscal year capital plan and budget

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 2023-2024, an additional year will be added for planning purposes; and

WHEREAS, investment priorities were reviewed and changes were made to include capital funding for the new warehouse (\$694,450); North High School auditorium and classrooms (\$10,000,000); small capital projects increase (\$800,000); transportation funding increase (\$1,500,000).

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby authorizes the recommendation total FY2024 bond is updated to \$87,045,974 as outlined in the MPS Capital Plan FY24/25 to FY25/26.

ADOPTED this 13th day of June 2023.

Sharon El-Amin, Chair

Lori Norvell, Clerk

RECORD OF BOARD VOTE (2023-0032)				
DIRECTOR	AYE	NAY	ABSTAIN	ABSENT
Abdi				
El-Amin				
Feerayarre				
Cerrillo				
Norvell				
Jourdain				
Beachy				
Ellison				
Emerick				

Special School District No. 1
Capital Plan FY23-24 to FY25-26

Location	Improvement	FY23/24	FY24/25	FY25/26
Andersen	Furniture	\$865,557		
Andersen	Technology Space	\$800,006		
Andersen	Performance Space	\$1,131,562		
Anthony	Parking Lot Renewal		\$1,388,900	
Bryn Mawr	Cooling			\$4,536,383
Dowling	Entrance			\$2,278,615
Edison	CTE Renovations	\$2,977,293		
Ella Baker	Furniture	\$739,932		
Ella Baker	Student Dining		\$500,004	
Franklin	Auditorium	\$500,004		
Henry	Turf Field			\$8,922,288
Justice Page	Gym Improvements		\$1,250,010	
Justice Page	Student Dining		\$4,771,063	
Lake Harriet Lower	Cooling			\$1,199,621
Las Estrellas	Entrance		\$4,323,186	
Multi-Site	Warehouse	\$694,450		
Multi-Site	Furniture	\$690,006	\$725,006	\$900,000
Multi-Site	Small Projects	\$800,000	\$1,000,008	\$1,372,660
Multi-Site	Technology and Devices		\$10,000,000	\$5,000,000
Multi-Site	Title IX Compliance			\$1,000,000
Multi-Site	Security Camera Renewal			\$1,000,008
North	Auditorium/Classrooms	\$10,000,080		
North	Student Dining		\$6,600,053	
North	Entrance		\$5,000,040	
Olson	Student Dining			\$3,431,649
Plant Maintenance	Fleet & Equipment	\$250,000	\$250,000	\$250,000
Plant Maintenance	LTFM	\$47,938,591	\$30,000,000	\$43,000,000
Plant Maintenance	Repairs	\$8,000,000	\$9,000,000	\$9,000,000
Roosevelt	CTE Renovations	\$5,702,976	\$1,500,012	\$6,863,298
South	Entrance		\$4,940,784	
Sullivan/Anishinabe	Classroom Improvements		\$977,008	
Transportation	Fleet	\$1,250,000	\$1,250,000	\$1,250,000
Washburn	Bleacher Repairs		\$1,388,900	
Wilder	Entrance	\$4,705,508		



Capital Plan

Curt Hartog,
Executive Director,
CPCM

Agenda

- Review of Current Capital Plan
- Review of Board Policy
- Proposed Future Capital Plan
- Discussion

Current 5-year Capital Plan

Current 5-Year Capital Plan 20/21 to 24/25

Focus on improvements to support CDD

Two Years Remain in the Plan

What has been accomplished

- Andersen Science Rooms
- North CTE Center
- Bethune Arts Improvements
- Hall Observatory
- Marcy Black Box and Dance Space



2 - Performance Space, Interior



Current 5 Year Capital Plan

- Justice Page Entrance and Science Labs
- Sullivan/Anishinabe Robotics Lab
- Franklin Robotics Lab
- SPED Renovations



Current 5-Year Capital Plan

What is in the current plan that is not completed

- Complete North High School Renovations
- Complete Andersen Renovations
- CTE Renovations at Edison and Roosevelt (funded in 24/25 and 25/26)
- Franklin Science Labs (Summer 2024)
- Ella Baker Science Labs, lunchroom and Auditorium (Summer 2024)
- Justice Page Enhancements (gym, lunchroom)
- Las Estrellas Entrance
- Sullivan/Anishinabe Program Improvements
- Wilder Entrance
- Non-CDD Projects at South (entrance), ADA Improvements, Transportation Center, Washburn bleachers



Board Policy

- Policy 3170: Capital Planning and Budgeting
- Requires a multi-year capital plan covering a minimum of three years
- Requires the plan to identify specific facility improvements
- The long-term facility maintenance plans will use the MDE format and forms

Future 10 Year Plan

10-Year Capital Plan

The 10 Year Capital Plan is from FY 25/26 to FY 34/35

Focus Areas

- Student Security (8%)
- Building Cooling (17%)
- Student Dining (2%)
- Classroom FFE (1%)
- Fleet (1.5%)
- Turf Fields (2%)
- Maintenance of Buildings and Grounds (64%)
- Other (4.5%)



10 Year Capital Plan (page 1)

Row Labels	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	FY 31-32	FY 32-33	FY 33-34	FY 34-35
Cross-Category Project												
Cross-Category Project												
Cross Category Renovations												
Warehouse improvements												
MULT - Multiple sites	\$694,450											
Educational Condition Index (ECI)												
Extracurricular Support												
Field sports												
Artificial turf												
HENR - Henry			\$8,922,288									
NORT - North						\$1,589,025						
SOUT - South					\$1,513,357							
SWES - Southwest				\$9,368,402								
WASH - Washburn		\$1,388,900										
Indoor sports												
Various gym improvements												
WILD - Wilder	\$500,004											
Music performance												
Auditorium renovation												
FRAN - Franklin	\$500,004											
NORT - North	\$10,000,080											
Performance space												
ANDE - Andersen	\$1,131,562											
Student access Title IX												
Locker rooms												
MULT - Multiple sites			\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000						
Instructional Support												
Career technical instruction												
Classroom renovations												
EDIS - Edison	\$2,977,293											
ROOS - Roosevelt	\$5,702,976	\$1,500,012	\$6,863,298									
Classroom FFE												
Student desks, tables, chairs												
ANDE - Andersen	\$865,557											
BAKE - Baker	\$739,932											
MULT - Multiple sites	\$690,006	\$725,006	\$900,000	\$900,000	\$900,000	\$900,000	\$900,000	\$900,000	\$900,000	\$900,000		
Classroom Technology												
Devices and infrastructure												
MULT - Multiple sites		\$10,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$10,000,000	\$0	\$10,000,000	\$0	\$10,000,000	\$0
Physical education instruction												
Gym attributes improvements												
PAGE - Page		\$694,450										
Fitness center renovations												
PAGE - Page		\$555,560										
Prototype alignment												
Classroom attribute upgrades												
SULL - Sullivan		\$977,008										
Technology classroom space												
ANDE - Andersen	\$800,006											
Student hygiene												
Multiple single user toilet rooms												
MULT - Multiple sites						\$980,909						
Student security												
Safe and welcome entrance												
DOWL - Dowling			\$2,278,615									
FRAN - Franklin				\$2,882,585	\$3,026,715							
HOWE - Howe				\$5,044,524								

10-Year Capital Plan (page 2)

Row Labels	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	FY 31-32	FY 32-33	FY 33-34	FY 34-35
KENW - Kenwood							\$8,342,382					
LASE - Las Estrellas		\$4,323,186										
LLOW - Lake Harriet Lower								\$2,627,850				
NORT - North		\$5,000,040										
PRAT - Pratt									\$6,760,145			
ROOS - Roosevelt									\$5,109,709			
SANF - Sanford				\$4,540,072								
SOUT - South		\$4,940,784										
WASH - Washburn									\$5,109,709			
WHIT - Whittier								\$10,511,401				
WILD - Wilder	\$4,705,508											
Camera renewal			\$1,000,008	\$1,000,008	\$1,000,008	\$1,000,008	\$1,000,008	\$1,000,008	\$1,000,008	\$1,000,008	\$1,000,008	\$1,000,008
MULT - Multiple sites			\$1,000,008	\$1,000,008	\$1,000,008	\$1,000,008	\$1,000,008	\$1,000,008	\$1,000,008	\$1,000,008	\$1,000,008	\$1,000,008
Student Experience	\$1,000,008	\$12,871,128	\$10,540,313	\$12,121,980	\$14,151,508	\$17,311,224	\$1,668,476	\$7,834,887	\$1,839,495	\$12,125,340	\$19,717,090	\$20,998,701
Student dining		\$11,871,120	\$3,431,649									
3 period lunch room		\$9,633,381	\$3,431,649									
BAKE - Baker		\$500,004										
NORT - North		\$6,600,053										
OLSO - Olson			\$3,431,649									
PAGE - Page		\$2,533,324										
WHIT - Whittier								\$3,041,493				
Dishwashing		\$161,568										
PAGE - Page		\$161,568										
Food prep area		\$550,350										
PAGE - Page		\$550,350										
Kitchen complete renovation								\$3,041,493				
WHIT - Whittier								\$3,041,493				
Option1		\$284,982										
PAGE - Page		\$284,982										
Servery		\$311,978										
PAGE - Page		\$311,978										
Storage/Office		\$234,411										
PAGE - Page		\$234,411										
New kitchen equipment		\$694,450										
PAGE - Page		\$694,450										
Student environment	\$1,000,008	\$1,000,008	\$7,108,664	\$12,121,980	\$14,151,508	\$17,311,224	\$1,668,476	\$1,751,900	\$1,839,495	\$12,125,340	\$19,717,090	\$20,998,701
Building cooling			\$5,736,004	\$10,680,687	\$12,638,151	\$15,722,199				\$10,193,870	\$19,717,090	\$20,998,701
ANWA - Anwatin										\$10,193,870	\$19,717,090	
BRYN - Bryn Mawr			\$4,536,383									
ERIC - Ericsson				\$10,680,687								
FIEL - Field						\$15,722,199						
KENW - Kenwood					\$12,638,151							
LLOW - Lake Harriet Lower			\$1,199,621									
ROOS - Roosevelt												\$20,998,701
Off-plan small-cap projects	\$1,000,008	\$1,000,008	\$1,372,660	\$1,441,293	\$1,513,357	\$1,589,025	\$1,668,476	\$1,751,900	\$1,839,495	\$1,931,470		
MULT - Multiple sites	\$1,000,008	\$1,000,008	\$1,372,660	\$1,441,293	\$1,513,357	\$1,589,025	\$1,668,476	\$1,751,900	\$1,839,495	\$1,931,470		
Facility Condition Index (FCI)]	\$53,601,340	\$40,500,000	\$53,500,000	\$53,000,000	\$57,500,000	\$60,500,000	\$64,000,000	\$66,000,000	\$66,000,000	\$68,000,000	\$59,500,000	\$67,000,000
Cycle of Replacement	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000
Fleet	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000
Non-Transportation	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
MULT - Multiple sites	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
Transportation	\$1,250,000	\$1,250,000	\$1,250,000	\$1,250,000	\$1,250,000	\$1,250,000	\$1,250,000	\$1,250,000	\$1,250,000	\$1,250,000	\$1,250,000	\$1,250,000
MULT - Multiple sites	\$1,250,000	\$1,250,000	\$1,250,000	\$1,250,000	\$1,250,000	\$1,250,000	\$1,250,000	\$1,250,000	\$1,250,000	\$1,250,000	\$1,250,000	\$1,250,000
Long-Term Facilities Maintenance	\$52,101,340	\$39,000,000	\$52,000,000	\$51,500,000	\$56,000,000	\$59,000,000	\$62,500,000	\$64,500,000	\$64,500,000	\$66,500,000	\$59,500,000	\$67,000,000
MDE 368 Building Envelope	\$8,000,000	\$9,000,000	\$9,000,000	\$9,000,000	\$9,000,000	\$9,000,000	\$9,000,000	\$9,500,000	\$9,500,000	\$9,500,000	\$9,500,000	\$10,000,000
Plant Maintenance	\$8,000,000	\$9,000,000	\$9,000,000	\$9,000,000	\$9,000,000	\$9,000,000	\$9,500,000	\$9,500,000	\$9,500,000	\$9,500,000	\$9,500,000	\$10,000,000
MULT - Multiple sites	\$8,000,000	\$9,000,000	\$9,000,000	\$9,000,000	\$9,000,000	\$9,000,000	\$9,500,000	\$9,500,000	\$9,500,000	\$9,500,000	\$9,500,000	\$10,000,000

10-Year Capital Plan (page 3)

Row Labels	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	FY 31-32	FY 32-33	FY 33-34	FY 34-35
MDE 380 Mechanical Systems												
Plant Maintenance												
MULT - Multiple sites	\$23,419,859	\$30,000,000	\$43,000,000	\$42,500,000	\$47,000,000	\$50,000,000	\$53,000,000	\$55,000,000	\$55,000,000	\$57,000,000	\$50,000,000	\$57,000,000
D3050 Heat Transfer Terminal and Packaged Units												
NORT - North	\$19,292,581											
MDE 384 Site Projects												
Parking lot renewal												
ANTH - Anthony	\$1,388,900											
Grand Total	\$83,908,725	\$83,476,073	\$90,004,523	\$90,317,500	\$89,940,871	\$88,281,166	\$85,910,867	\$88,874,147	\$89,958,921	\$87,785,485	\$89,217,090	\$87,998,701

Students

Student Focus

Safe and Welcoming Entrances

Washburn, Dowling, Franklin, Howe, Kenwood, Lake Harriet Lower, Pratt, Roosevelt, Sanford, Whittier, Wilder.

Student Dining

Olson, Justice Page and Whittier

Building Cooling

Anwatin, Bryn Mawr, Ericsson, Field, Kenwood, Lake Harriet Lower, Roosevelt,

Turf Fields

Henry, Southwest, (new) South, North (replacement)

Title IX

Single User Restroom

CTE at Roosevelt and Edison

Other

Other

Fleet

Transportation (Buses)
Maintenance and EMSS Vehicles and Equipment

Security

Camera replacements and upgrades

Maintenance of Building and Grounds

Long Term Facilities Maintenance
Ventilation
Plumbing
Building Envelope
Windows
Elevators
Electrical Systems
Heating and Cooling Plants

Goal Alignment

Goals

Goal 1 Academic Achievement: Every student achieves their full potential through equal access to programming that is academically rigorous and connects learning in schools with students' experiences at home.

Goal 2: Student Well-Being – Every Student's physical and mental well-being is addressed as an integral part of their education.

Goal 3: Effective Staff – School and district staff approach all work centered on students and equity.

Goal 4: School and District Climate – MPS is known by our community as welcoming, responsive, and connected.

The Capital Plan provides secure and welcoming spaces to provide the environment for academic achievement, student well being, effective staff and welcoming environments that are safe and well maintained.

Summary

Summary

The proposed Capital Plan completes the CDD recommended improvements.

Future Capital plans focus on Safe & Welcoming Entrances, Building Cooling, Athletics and Dining Experience

The plan includes funds for building maintenance for replacement of aging assets and repair of building related items for the next 10 years.

The plan is a roadmap to improvements and can be adjusted from year to year as needed to meet changing strategies and emerging issues.

Board Policy requires a three-year plan showing the location, improvement and funding.

Location	Improvement	FY23/24	FY24/25	FY25/26
Andersen	Furniture	\$865,557		
Andersen	Technology Space	\$800,000		
Andersen	Performance Space	\$1,131,553		
Anthony	Parking Lot Renewal	\$1,388,900		
Bryn Mawr	Cooling			\$4,536,383
Dowling	Entrance			\$2,278,615
Edison	CTE Renovations	\$2,977,293		
Ella Baker	Furniture	\$739,932		
Ella Baker	Student Dining		\$500,004	
Franklin	Auditorium	\$500,000		
Henry	Turf Field			\$8,922,288
Justice Page	Gym Improvements		\$1,250,010	
Justice Page	Student Dining		\$4,771,063	
Lake Harriet Lower	Cooling			\$1,199,621
Las Estrellas	Entrance		\$4,323,186	
Multi-Site	Warehouse	\$694,450		
Multi-Site	Furniture	\$690,006	\$725,006	\$900,000
Multi-Site	Small Projects	\$1,000,008	\$1,000,008	\$1,372,660
Multi-Site	Technology and Devices		\$10,000,000	\$5,000,000
Multi-Site	Title IX Compliance			\$1,000,000
Multi-Site	Security Camera Renewal			\$1,000,008
North	Auditorium	\$10,000,000		
North	Student Dining		\$6,600,053	
North	Entrance		\$5,000,040	
Olson	Student Dining			\$3,431,649
Plant Maintenance	Fleet & Equipment	\$250,000	\$250,000	\$250,000
Plant Maintenance	LTFM	\$42,712,440	\$30,000,000	\$43,000,000
Plant Maintenance	Repairs	\$8,000,000	\$9,000,000	\$9,000,000
Roosevelt	CTE Renovations	\$5,702,976	\$1,500,012	\$6,863,298
South	Entrance		\$4,940,784	
Sullivan/Anishinabe	Classroom Improvements		\$977,008	
Transportation	Fleet	\$1,250,000	\$1,250,000	\$1,250,000
Washburn	Bleacher Repairs		\$1,388,900	
Wilder	Gym Improvements	\$500,000		
Wilder	Entrance	\$4,705,508		

**Special School District Number 1
Board of Education Resolution**



Resolution No. 2023-0033
June 13, 2023

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 \$47,938,597 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.

ADOPTED this 13th day of June 2023.

Sharon El-Amin, Chair

Lori Norvell, Clerk

RECORD OF BOARD VOTE (2023-0033)				
DIRECTOR	AYE	NAY	ABSTAIN	ABSENT
Abdi				
El-Amin				
Feerayarre				
Cerrillo				
Norvell				
Jourdain				
Beachy				
Ellison				
Emerick				

**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 13, 2023, 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 13th day of June, 2023.

School District Clerk



Division of School Finance
400 NE Stinson Blvd
Minneapolis, MN 55413

Long-Term Facility Maintenance Ten-Year Expenditure Application (LTFM) - Fund 01 and Fund 06 Projects Only

ED - 02478-08

Instructions: Enter estimated, allowable LTFM expenditures (Fund 01 and/or Fund 06 only) under Minnesota Statutes 2021, section 123B.595, subd. 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:	5/3/2023									
District Number:	0001-03	Email:	david.richards@mpls.k12.mn.us	Project questions								
District Contact Name:	Curt Hartog, David Richards and Joe Olson		joseph.olson@mpls.k12.mn.us	Levy questions								
Contact Phone #	612 668 0284 or 612 559 2820		curtis.hartog@mpls.k12.mn.us	Project questions								

		Fiscal Year (FY) Ending June 30										
Expenditure Categories		2023 base year	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
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	\$203,375	\$209,476	\$215,760	\$222,233	\$228,900	\$235,767	\$242,840	\$250,125	\$257,629	\$265,358	\$273,318
349	Other Hazardous Materials	\$121,049	\$124,680	\$128,421	\$132,273	\$136,241	\$140,329	\$144,538	\$148,875	\$153,341	\$157,941	\$162,679
352	Environmental Health and Safety Management	\$847,871	\$873,307	\$899,507	\$926,492	\$954,287	\$982,915	\$1,012,403	\$1,042,775	\$1,074,058	\$1,106,280	\$1,139,468
358	Asbestos Removal and Encapsulation	\$79,568	\$81,955	\$84,413	\$86,946	\$89,554	\$92,241	\$95,008	\$97,858	\$100,794	\$103,818	\$106,932
363	Fire Safety	\$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	\$2,045,898	\$2,107,275
366	Indoor Air Quality	\$625,952	\$644,731	\$664,073	\$683,995	\$704,515	\$725,650	\$747,420	\$769,842	\$792,938	\$816,726	\$841,227
	Total Health and Safety Capital Projects	\$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	\$4,496,019	\$4,630,900
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	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$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	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Accessibility												
Finance Code	Category (4)											
367	Accessibility	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Total Accessibility Projects	\$400,000	\$0									
Deferred Capital Expenditures and Maintenance Projects												
Finance Code	Category (5)											
368	Building Envelope	\$1,995,462	\$1,248,761	\$1,789,891	\$1,769,078	\$1,956,392	\$2,081,268	\$2,206,144	\$2,289,395	\$2,289,395	\$2,372,646	\$2,081,268
369	Building Hardware and Equipment	\$5,860,006	\$3,667,195	\$5,256,313	\$5,195,193	\$5,745,272	\$6,111,992	\$6,478,711	\$6,723,191	\$6,723,191	\$6,967,670	\$6,111,992
370	Electrical	\$1,380,195	\$863,727	\$1,238,008	\$1,223,613	\$1,353,172	\$1,439,544	\$1,525,917	\$1,583,499	\$1,583,499	\$1,641,080	\$1,439,544
379	Interior Surfaces	\$8,490,691	\$5,313,479	\$7,615,986	\$7,527,428	\$8,324,450	\$8,855,798	\$9,387,146	\$9,741,378	\$9,741,378	\$10,095,610	\$8,855,798
380	Mechanical Systems	\$18,576,254	\$11,625,030	\$16,662,543	\$16,468,792	\$18,212,547	\$19,375,050	\$20,537,553	\$21,312,555	\$21,312,555	\$22,087,557	\$19,375,050
381	Plumbing	\$1,247,163	\$780,475	\$1,118,681	\$1,105,673	\$1,222,745	\$1,300,792	\$1,378,840	\$1,430,871	\$1,430,871	\$1,482,903	\$1,300,792
382	Professional Services and Salary	\$4,738,677	\$2,965,467	\$4,250,502	\$4,201,078	\$4,645,898	\$4,942,444	\$5,238,991	\$5,436,689	\$5,436,689	\$5,634,386	\$4,942,444
383	Roof Systems	\$4,984,996	\$3,119,613	\$4,471,446	\$4,419,452	\$4,887,394	\$5,199,356	\$5,511,317	\$5,719,291	\$5,719,291	\$5,927,265	\$5,199,356
384	Site Projects	\$665,154	\$416,254	\$596,630	\$589,693	\$652,131	\$693,756	\$735,382	\$763,132	\$763,132	\$790,882	\$693,756
	Total Deferred Capital Expense and Maintenance	\$47,938,597	\$30,000,000	\$43,000,000	\$42,500,000	\$47,000,000	\$50,000,000	\$53,000,000	\$55,000,000	\$55,000,000	\$57,000,000	\$50,000,000
Total Annual 10-Year Plan Expenditures		\$51,784,422	\$33,549,199	\$46,655,675	\$46,265,345	\$50,878,306	\$53,994,655	\$57,114,495	\$59,237,929	\$59,365,067	\$61,496,019	\$54,630,900

**Special School District Number 1
Board of Education Resolution**



Resolution No. 2023-0041
June 13, 2023

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, District athletics in expanding the scope of field broadcasting of events and safety and security is expanding to fields; and

WHEREAS, Capital Planning, Construction and Maintenance in consultation with the IT Department initiated and designed the Fiber to Fields project to support the needs of the District; and

WHEREAS, Finance has identified 2018A General Obligation bond funds from completed projects in the amount of \$562,779; and

WHEREAS, the district wide program to provide fiber optics to stadiums in the District needs funding to complete the project; 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 Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby authorizes the transfer of 2018A General Obligation bonds from previously completed projects to the District wide multi-site fiber optics to stadiums project in the amount of \$562,779.

ADOPTED this 13th day of June 2023.

Sharon El-Amin, Chair

Lori Norvell, Clerk

RECORD OF BOARD VOTE (2023-0041)				
DIRECTOR	AYE	NAY	ABSTAIN	ABSENT
Abdi				
El-Amin				
Feerayarre				
Cerrillo				
Norvell				
Jourdain				
Beachy				
Ellison				
Emerick				

**Special School District Number 1
Board of Education Resolution**



Resolution No. 2023-0042
June 13, 2023

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 North High School renovations and improvements is a multi-year construction project to transform North High School; and

WHEREAS, Capital Planning, Construction and Maintenance is continuing to renovate North High School and is experiencing increased labor and equipment costs; and

WHEREAS, the North Field project including the locker room has a remaining 2018A General Obligation issuance the balance of \$235,330 for North Field Locker Room and balance of \$88,946 for North Field. Both projects were completed in fiscal year 2021; and

WHEREAS, the North High School renovations need additional funding due to inflation cost for labor and materials; 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 Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby authorizes the transfer of capital funds from the remaining 2018A General Obligation issuance that were allocated to the North Field and North Locker Room projects to the North High School renovation project in the amount of \$324,276.

ADOPTED this 13th day of June 2023.

Sharon El-Amin, Chair

Lori Norvell, Clerk

RECORD OF BOARD VOTE (2023-0042)				
DIRECTOR	AYE	NAY	ABSTAIN	ABSENT
Abdi				
El-Amin				
Feerayarre				
Cerrillo				
Norvell				
Jourdain				
Beachy				
Ellison				
Emerick				

**Special School District Number 1
Board of Education Resolution**



Resolution No. 2023-0035
June 13, 2023

Resolution Establishing 2023-2024 Board Priorities

WHEREAS, the Board has committed to establishing a narrowed set of priorities upon which to focus during the 2023-2024 school year; and

WHEREAS, the administration will provide regular and detailed status update reports on these priority strategies at committee of the whole meetings in August, November, February, and May; and

WHEREAS, the following strategies have been selected as the priorities for the 2023-2024 school year:

- Provide standards-based core instruction with a focus on literacy and mathematics; and
- Ensure all curriculum and instructional practices are anti-racist and sustain the cultures, languages, and experiences of our students. (*Strategic Plan Goal 1, Strategies 1 and 2*; and
- Provide physically safe and welcoming school environments through strategic shortening of walk zones, building cleanliness, building improvements, landcare and strong emergency management practices (*Strategic Plan Goal 3, Strategy 3*); and
- Deepen strategic recruitment of high quality, diverse teachers and staff (*Strategic Plan Goal 2, Strategy 4*); and
- Fully implement the climate framework to ensure all district staff, parents, and students feel heard, valued and respected (*Strategic Plan Goal 4, Strategy 1*).

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby approves the abovementioned priority strategies for the 2023-2024 school year.

ADOPTED this 13th day of June 2023.

Sharon El-Amin, Chair

Lori Norvell, Clerk

RECORD OF BOARD VOTE (2023-0035)				
DIRECTOR	AYE	NAY	ABSTAIN	ABSENT
Abdi				
El-Amin				
Feerayarre				
Cerrillo				
Norvell				
Jourdain				
Beachy				
Ellison				
Emerick				

**Special School District Number 1
Board of Education Resolution**



Resolution No. 2023-0037
June 13, 2023

Resolution Regarding the Creation of a Community Work Group on Special Education

WHEREAS, approximately 18% of Minneapolis Public Schools students receive Special Education services; and

WHEREAS, the Individuals with Disabilities Education Act requires that, to the maximum extent appropriate, students with disabilities are educated with non-disabled students; and

WHEREAS students receiving Special Education services in Minneapolis Public Schools are assigned self-contained Federal Setting 3 placements, based on IEP team decisions, at twice the rate of the state average, with Black, Indigenous and students of color disproportionately represented in those placements; and

WHEREAS, disability is a naturally occurring part of human diversity with historical and contemporary cultural considerations, but has not been addressed as a part of MPS's collective strategic, climate, and equity work; and

WHEREAS, Minneapolis Public School students who receive Special Education services have disproportionately poor academic outcomes despite significant instructional investments, and staff vacancies for educators directly serving students receiving Special Education services are more numerous and difficult to fill than other educator vacancies; and

WHEREAS, the School Board is interested in addressing both the disproportionality and the cultural considerations pertaining to students with disabilities in our district and believes it is appropriate to engage a Community Work Group that focuses on examining the root causes of disproportionality, possible solutions to address increasing inclusion, and how to provide Special Education services that sustain cultures of disability.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby directs the Interim Superintendent to develop a recommendation for how to form a Community Work Group no later than September 2023, to convene in the fall of 2023 to focus on examining the root causes of disproportionality, possible solutions to address increasing inclusion, and how to provide Special Education services that sustain cultures of disability.

FURTHER BE IT RESOLVED, the recommendation for the Community Work Group shall include membership guidance for stakeholder representation such as the inclusion of students

receiving special education services, parents and caregivers, MPS educators and staff, community and community partners, how the members would be selected, number of members, when and how often the group would meet, how the members would be recognized for the work, the structure for the meetings, and how the group would be supported to develop its charter and work direction, such as what internal or external support is needed and what funding would be needed to support all aspects of the work of the group.

FINALLY BE IT RESOLVED, that the Board’s vision for the work is that it shall strive to be anti-ableist, anti-racist, and culturally and linguistically sustaining, utilizing strategies such as the prioritization of perspectives and leadership of students who receive Special Education services and disabled adults, consulting directly or through study with a racially diverse field of disabled scholars and thought leaders, and ensuring consistent availability of interpretation and translation.

ADOPTED this 13th day of June 2023.

Sharon El-Amin, Chair

Lori Norvell, Clerk

RECORD OF BOARD VOTE (2023-0037)				
DIRECTOR	AYE	NAY	ABSTAIN	ABSENT
Abdi				
El-Amin				
Feerayarre				
Cerrillo				
Norvell				
Jourdain				
Beachy				
Ellison				
Emerick				

Minneapolis Public Schools DRAFT Leadership Profile

June 13, 2023

BWP & Associates authored this DRAFT Superintendent Leadership Profile for the Minneapolis Public Schools Board of Directors. The Leadership Profile is based upon data collected by EPU Consultants (report posted to the MPS website) and from individual conversations BWP consultants had with each Director. These quantitative and qualitative sources are the data behind the Leadership Profile.

The Leadership Profile is organized around four critical attributes:

- Visionary Instructional Leadership
- Effective Communicator
- Collaborative Manager
- Personal Qualities and Leadership Attributes

With Board approval, this DRAFT Leadership Profile will be posted to the district website for community review and input from June 15 - August 1. A final draft of the Leadership Profile will be presented to the Board for approval in August. The Leadership Profile will serve as the primary instrument to assess candidate match and fit for the next superintendent for the Minneapolis Public Schools.

DRAFT Leadership Profile

Visionary Instructional Leader

- Possesses a strong instructional background, with documented success in improving student achievement and reducing or eliminating achievement gaps.
- Is a student-centered leader who ensures schools are safe places for learning, with clear plans to provide equitable access to mental health resources and services.
- Commits to addressing individual student needs and maintaining high-performance expectations.
- Has a firm grasp of how students learn, ensuring that every school in the MPS system offers programs that students can access to meet their diverse needs.

Effective Communicator

- Ensures people feel valued, heard, and respected through strong communication and listening skills.
- Collaborates with stakeholders to identify and address barriers and inequities that impact students' opportunities.

- Builds authentic relationships with students, parents, teachers, administrators, union representatives, and community members through thoughtful communication, engagement, and actions.
- Serves as MPS leading advocate for education at the district, city, and state levels.

Collaborative Manager

- Analyzes and then addresses demographic and attendance changes impacting the MPS schools and works with the community to develop plans to address student enrollment, facilities, and financial issues.
- Is politically savvy with the experience and skills to navigate the political landscape and build strong partnerships with government officials, school employees, and community organizations to create renewed trust.
- Has fiscal and operational expertise to lead a system that efficiently and effectively assigns fiscal and human resources to priority initiatives, such as implementing the strategic plan and enrollment challenges.
- Implements programs to retain talented staff and attract others who reflect the students served and embrace the MPS' values and beliefs.
- Is a decisive leader who uses a participatory process with integrity to solve complex issues and, when needed, make difficult decisions that are in the best interests of students.

Leadership Attributes and Personal Qualities

- Fosters unity within the MPS community and serves as a healing presence.
- Maintains a visible and active presence in the community, engaging with stakeholders and seeking their input.
- Values the community's role in decision-making and respects their perspectives, always remembering MPS are the community's schools.
- Remains connected and engaged with staff to understand the administrative and teaching challenges affecting student learning.
- Champions diversity, equity, and inclusion, addressing inequities and racism in policies, programs, services, facilities, and curriculum.
- Builds strong teams, acts with integrity, and relentlessly advocates for diversity, inclusion, and equity throughout the MPS organization.