

Regular Business Meeting

Tuesday, November 15, 2022 5:30 PM

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

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

2) **Adoption of the Agenda**

3) **Canvass November 8, 2022 General Election Results (2022-0069)**

4) **Acceptance of Minutes**

4)a. October 11, 2022

5) **Recognitions**

6) **Recess**

7) **Public Comments**

8) **Recess**

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

9)a. Superintendent's Report

9)b. 2023 Legislative Agenda

9)c. High School Bell Start Time Changes

10) **Policy Committee Report**

10)a. Revision of Policy 3290: Debt: Purposes And Limitations (2022-0060)

10)b. Revision of Policy 6682: Emergency Health Care and Adoption of Policy 6693: DNR-DNI Orders (2022-0061)

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

11)a. Approval of the Consent Agenda

11)a.1. Personnel Items

11)a.1.a. Approval of List A personnel matters (2020-11-ER-A)

11)a.1.b. Approval of List B personnel matters (2022-11-ER-B)

11)a.2. Contracts

11)a.2.a. Authorization to contract with ADT

11)a.2.b. Authorization to contract with Axiom

11)a.2.c. Authorization to contract with Carnegie

- 11)a.2.d. Authorization to contract with Concur Solutions
- 11)a.2.e. Amendment to contract 2022-4400001353 with iDreamTV
- 11)a.2.f. Amendment to contract 2022-4400001448 with Maxim Healthcare
- 11)a.2.g. Amendment to contract 2022-13877 with Meisa Transportation
- 11)a.2.h. Amendment to contract 2022-13880 with Metropolitan Transportation Network
- 11)a.2.i. Contract with Mind Foundry (2022-4400001600)
- 11)a.2.j. Amendment to contract 2022-4400001446 with Ratwik, Roszak & Maloney, P.A.
- 11)a.2.k. Amendment to contract 2022-4400001418 with Stepping Stone Group
- 11)a.2.l. Contract with UChicago (2022-4400001596)
- 11)a.2.m. Amendment to contract 2022-4400001477 with the Washburn Center for Children
- 11)a.2.n. Amendment to contract 2022-13895 with Whelan Security (dba GardaWorld Security Services)
- 11)a.3. Resolutions
 - 11)a.3.a. Resolution Authorizing Application to the Hennepin Youth Sports Program Grant for Artificial Turf Field Replacement at Washburn High School
- 11)a.4. Settlements
 - 11)a.4.a. Legal Settlement: Starks vs. Minneapolis Public Schools
- 11)a.5. Agreements
 - 11)a.5.a. Cell tower lease with DISH wireless at Folwell (2022-0066)
 - 11)a.5.b. Cell tower lease with DISH wireless at Keewaydin (2022-0067)
 - 11)a.5.c. Amendment to cell tower lease with DISH wireless at Lake Harriet--Lower Campus (2022-0059)
- 11)b. Budget Amendment (2022-0062)
- 11)c. Funds Transfer (2022-0063)
- 11)d. Discussion of MDE commissioner's positive review and comment letter regarding school construction projects
- 11)e. Resolution Relating To \$31,150,000 General Obligation School Building Bonds, Series 2022a; Awarding The Sale Thereof; Prescribing The Form And Details Thereof; And Authorizing The Issuance Thereof (2022A)
- 11)f. Resolution Relating To \$27,600,000 General Obligation Long-Term Facilities Maintenance Bonds, Series 2022b; Awarding The

Sale Thereof; Prescribing The Form And Details Thereof; And Authorizing The Issuance Thereof (2022B)

11)g. Resolution Relating To The Refinancing Of School Property; Authorizing The Lease-Purchase Of Such Property And The Sale Of \$65,545,000 Refunding Certificates Of Participation, Series 2022c; And Approving And Authorizing The Execution Of Documentation Relating Thereto (2022C)

11)h. Revision of Policy 1692: School Site Council (2022-0057)

11)i. 2022-2023 Equity and Diversity Impact Assessment (EDIA) Recommendation

11)j. Resolution dedicating the Pratt School playground as the Jackson Family Playground (2022-0058)

11)k. Rescinding Resolution 2021-0048 (Authorizing a COVID-19 Vaccination Requirement for Employees and Certain Contractors, Partners and Volunteers)

11)l. Amending the 2022-2023 school year calendar (2022-0068)

12) **New Business**

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

14) **Adjournment**

**Special School District Number 1
Board of Education Resolution**



Resolution No. 2022-0069
November 15, 2022

Resolution Canvassing the Votes for the November 8, 2022 General Election

WHEREAS, the State Statutes provide for a School District Election on the first Tuesday after the first Monday in November and; and

WHEREAS, a School District General Election was duly held on November 8, 2022; and

WHEREAS, the School District canvassed the vote totals in accordance with State Statutes; and

WHEREAS, the canvassed votes are as follows:

**School Board Member at Large (SSD #1)
(Elect 2)**

Candidate	Votes	%
KerryJo Felder	51,872	25.19%
Lisa Skjefte	31,941	15.51%
Collin Beachy	68,084	33.06%
Sonya Emerick	52,365	25.43%
WRITE-IN	1,686	0.82%

School Board Member District 1 (SSD #1)

Candidate	Votes	%
Abdul Abdi	15,335	98.01%
WRITE-IN	312	1.99%

School Board Member District 3 (SSD #1)

Candidate	Votes	%
Fathia Feerayarre	11,159	98.29%
WRITE-IN	194	1.71%

School Board Member District 5 (SSD #1)

Candidate	Votes	%
Laurelle Myhra	9,062	31.21%
Lori Norvell	19,774	68.11%
WRITE-IN	195	0.67%

NOW THEREFORE BE IT RESOLVED, by the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) that said election returns are hereby canvassed and that the number of votes received by each candidate voted upon at the said election is hereby attached, and determined the noted candidates as hereby elected to the office opposite their respective names for the term stated:

TERM OF OFFICE: January 2023 to January 2027

<u>OFFICE</u>	<u>ELECTED</u>
School Board Member at Large	Collin Beachy
School Board Member at Large	Sonya Emerick
School Board Member District 1	Abdul Abdi
School Board Member District 3	Fathia Feerayarre
School Board Member District 5	Lori Norvell

ADOPTED this 15th day of November 2022.

Kim Ellison, Chair

Nelson Inz, Clerk

RECORD OF BOARD VOTE (2022-0069)				
DIRECTOR	AYE	NAY	ABSTAIN	ABSENT
Arneson				
El-Amin				
Ali				
Cerrillo				
Inz				
Jourdain				
Booker				
Caprini				
Ellison				

Abstract of Votes Cast
Special School District No. 1 (MINNEAPOLIS)
State of Minnesota
at the State General Election
Held Tuesday, November 8, 2022

Compiled from the Official Returns.

Summary of Totals
Special School District No. 1 (MINNEAPOLIS)
Tuesday, November 8, 2022 State General Election

Number of persons registered as of 7 a.m.	243789
Number of persons registered on Election Day	17353
Number of accepted regular, military, and overseas absentee ballots and mail ballots	45640
Number of federal office only absentee ballots	231
Number of presidential absentee ballots	0
Total number of persons voting	178848

Summary of Totals
Special School District No. 1 (MINNEAPOLIS)
Tuesday, November 8, 2022 State General Election

KEY TO PARTY ABBREVIATIONS

NP - Nonpartisan

School Board Member at Large (SSD #1) (Elect 2)

NP KerryJo Felder 51872	NP Lisa Skjefte 31941	NP Collin Beachy 68084	NP Sonya Emerick 52365	WI WRITE-IN 1686
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School Board Member District 1 (SSD #1)

NP Abdul Abdi 15335	WI WRITE-IN 312
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School Board Member District 3 (SSD #1)

NP Fathia Feerayarre 11159	WI WRITE-IN 194
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School Board Member District 5 (SSD #1)

NP Laurelle Myhra 9062	NP Lori Norvell 19774	WI WRITE-IN 195
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Detail of Election Results
Special School District No. 1 (MINNEAPOLIS)
Tuesday, November 8, 2022 State General Election

Precinct	Persons Registered as of 7 A.M.	Persons Registered on Election Day	Total Number of Persons Voting
27 1360 : MINNEAPOLIS W-1 P-01	967	30	760
27 1365 : MINNEAPOLIS W-1 P-02	889	47	651
27 1370 : MINNEAPOLIS W-1 P-03	999	55	646
27 1375 : MINNEAPOLIS W-1 P-04	2743	202	1916
27 1380 : MINNEAPOLIS W-1 P-05	2226	76	1760
27 1385 : MINNEAPOLIS W-1 P-06	2585	91	2177
27 1390 : MINNEAPOLIS W-1 P-07	2731	141	2271
27 1395 : MINNEAPOLIS W-1 P-08	1446	103	1038
27 1400 : MINNEAPOLIS W-1 P-09	2290	175	1698
27 1405 : MINNEAPOLIS W-1 P-10	1903	72	1528
27 1410 : MINNEAPOLIS W-1 P-11	2012	474	1564
27 1415 : MINNEAPOLIS W-2 P-01	1105	694	1033
27 1420 : MINNEAPOLIS W-2 P-02	734	385	686
27 1425 : MINNEAPOLIS W-2 P-03	1408	315	963
27 1430 : MINNEAPOLIS W-2 P-04	616	416	619
27 1435 : MINNEAPOLIS W-2 P-05	2231	252	1710
27 1440 : MINNEAPOLIS W-2 P-06	1625	967	1625
27 1445 : MINNEAPOLIS W-2 P-07	776	278	649
27 1450 : MINNEAPOLIS W-2 P-08	1870	65	1577
27 1455 : MINNEAPOLIS W-2 P-09	710	54	559
27 1460 : MINNEAPOLIS W-3 P-01	2124	208	1625
27 1465 : MINNEAPOLIS W-3 P-02	1912	222	1531
27 1470 : MINNEAPOLIS W-3 P-03	1012	80	742
27 1475 : MINNEAPOLIS W-3 P-04	1108	79	773
27 1480 : MINNEAPOLIS W-3 P-05	1979	281	1640
27 1485 : MINNEAPOLIS W-3 P-06	1693	236	1507
27 1490 : MINNEAPOLIS W-3 P-07	3702	381	3026

Detail of Election Results
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Tuesday, November 8, 2022 State General Election

Precinct	Persons Registered as of 7 A.M.	Persons Registered on Election Day	Total Number of Persons Voting
27 1495 : MINNEAPOLIS W-3 P-08	1161	208	1004
27 1500 : MINNEAPOLIS W-3 P-09	1240	361	1004
27 1505 : MINNEAPOLIS W-3 P-10	2173	275	1857
27 1510 : MINNEAPOLIS W-3 P-11	2031	155	1631
27 1515 : MINNEAPOLIS W-3 P-12	1594	188	1288
27 1520 : MINNEAPOLIS W-4 P-01	1704	53	987
27 1525 : MINNEAPOLIS W-4 P-02	2750	104	1512
27 1530 : MINNEAPOLIS W-4 P-03	3261	102	2424
27 1535 : MINNEAPOLIS W-4 P-04	1354	66	856
27 1540 : MINNEAPOLIS W-4 P-05	1817	104	935
27 1545 : MINNEAPOLIS W-4 P-06	1733	51	972
27 1550 : MINNEAPOLIS W-4 P-07	2752	100	1350
27 1555 : MINNEAPOLIS W-4 P-08	1381	56	634
27 1560 : MINNEAPOLIS W-4 P-09	224	3	128
27 1565 : MINNEAPOLIS W-5 P-01	1634	60	696
27 1570 : MINNEAPOLIS W-5 P-02	2422	87	1057
27 1575 : MINNEAPOLIS W-5 P-03	2047	68	778
27 1580 : MINNEAPOLIS W-5 P-04	2123	66	1068
27 1585 : MINNEAPOLIS W-5 P-05	1485	45	749
27 1590 : MINNEAPOLIS W-5 P-06	1763	54	870
27 1595 : MINNEAPOLIS W-5 P-07	1488	91	594
27 1600 : MINNEAPOLIS W-5 P-08	1305	55	654
27 1605 : MINNEAPOLIS W-5 P-09	989	61	521
27 1610 : MINNEAPOLIS W-6 P-01	1152	88	694
27 1615 : MINNEAPOLIS W-6 P-02	2550	255	1380
27 1620 : MINNEAPOLIS W-6 P-03	2846	264	1414
27 1625 : MINNEAPOLIS W-6 P-04	1592	130	893
27 1630 : MINNEAPOLIS W-6 P-05	1607	68	613
27 1635 : MINNEAPOLIS W-6 P-06	1208	52	621

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Precinct	Persons Registered as of 7 A.M.	Persons Registered on Election Day	Total Number of Persons Voting
27 1640 : MINNEAPOLIS W-6 P-07	1854	85	775
27 1645 : MINNEAPOLIS W-6 P-08	843	49	567
27 1650 : MINNEAPOLIS W-6 P-09	2037	100	1168
27 1655 : MINNEAPOLIS W-7 P-01	1059	32	931
27 1660 : MINNEAPOLIS W-7 P-02	1561	46	1340
27 1665 : MINNEAPOLIS W-7 P-03	2294	163	1928
27 1670 : MINNEAPOLIS W-7 P-04	2573	174	2078
27 1675 : MINNEAPOLIS W-7 P-05	2050	156	1369
27 1680 : MINNEAPOLIS W-7 P-06	1423	184	914
27 1685 : MINNEAPOLIS W-7 P-07	1123	33	963
27 1690 : MINNEAPOLIS W-7 P-08	3499	298	2565
27 1695 : MINNEAPOLIS W-7 P-09	2038	162	1720
27 1700 : MINNEAPOLIS W-7 P-10	644	75	476
27 1705 : MINNEAPOLIS W-7 P-11	628	72	397
27 1710 : MINNEAPOLIS W-7 P-12	1440	182	1081
27 1715 : MINNEAPOLIS W-8 P-01	1411	76	750
27 1720 : MINNEAPOLIS W-8 P-02	2662	217	1905
27 1725 : MINNEAPOLIS W-8 P-03	2309	128	1871
27 1730 : MINNEAPOLIS W-8 P-04	3039	93	2556
27 1735 : MINNEAPOLIS W-8 P-05	1237	48	631
27 1740 : MINNEAPOLIS W-8 P-06	767	42	478
27 1745 : MINNEAPOLIS W-8 P-07	1818	79	1300
27 1750 : MINNEAPOLIS W-8 P-08	1844	53	1413
27 1755 : MINNEAPOLIS W-8 P-09	1095	22	922
27 1760 : MINNEAPOLIS W-8 P-10	1335	50	1081
27 1765 : MINNEAPOLIS W-8 P-11	1428	53	1149
27 1770 : MINNEAPOLIS W-9 P-01	597	35	381
27 1775 : MINNEAPOLIS W-9 P-02	2653	125	1902
27 1780 : MINNEAPOLIS W-9 P-03	1935	73	910

Detail of Election Results
Special School District No. 1 (MINNEAPOLIS)
Tuesday, November 8, 2022 State General Election

Precinct	Persons Registered as of 7 A.M.	Persons Registered on Election Day	Total Number of Persons Voting
27 1785 : MINNEAPOLIS W-9 P-04	1514	60	614
27 1790 : MINNEAPOLIS W-9 P-05	964	56	628
27 1795 : MINNEAPOLIS W-9 P-06	2383	77	1642
27 1800 : MINNEAPOLIS W-9 P-07	1244	64	976
27 1805 : MINNEAPOLIS W-9 P-08	1668	81	1215
27 1810 : MINNEAPOLIS W-9 P-09	1875	60	1436
27 1815 : MINNEAPOLIS W-10 P-01	2986	366	2383
27 1820 : MINNEAPOLIS W-10 P-02	1788	327	1361
27 1825 : MINNEAPOLIS W-10 P-03	2129	238	1775
27 1830 : MINNEAPOLIS W-10 P-04	1725	197	1344
27 1835 : MINNEAPOLIS W-10 P-05	1937	209	1660
27 1840 : MINNEAPOLIS W-10 P-06	2059	259	1502
27 1845 : MINNEAPOLIS W-10 P-07	1586	124	986
27 1850 : MINNEAPOLIS W-10 P-08	1444	88	637
27 1855 : MINNEAPOLIS W-10 P-09	2330	238	1332
27 1860 : MINNEAPOLIS W-11 P-01	1684	48	1449
27 1865 : MINNEAPOLIS W-11 P-02	2338	55	1870
27 1870 : MINNEAPOLIS W-11 P-03	2173	87	1485
27 1875 : MINNEAPOLIS W-11 P-04	1504	36	1312
27 1880 : MINNEAPOLIS W-11 P-05	1676	43	1352
27 1885 : MINNEAPOLIS W-11 P-06	1445	44	1202
27 1890 : MINNEAPOLIS W-11 P-07	1596	55	1400
27 1895 : MINNEAPOLIS W-11 P-08	2470	74	2162
27 1900 : MINNEAPOLIS W-11 P-09	1817	47	1534
27 1905 : MINNEAPOLIS W-11 P-10	1476	53	1285
27 1910 : MINNEAPOLIS W-11 P-11	1159	44	937
27 1915 : MINNEAPOLIS W-11 P-12	1915	49	1399
27 1920 : MINNEAPOLIS W-12 P-01	2688	62	2339
27 1925 : MINNEAPOLIS W-12 P-02	2211	57	1866

Detail of Election Results
Special School District No. 1 (MINNEAPOLIS)
Tuesday, November 8, 2022 State General Election

Precinct	Persons Registered as of 7 A.M.	Persons Registered on Election Day	Total Number of Persons Voting
27 1930 : MINNEAPOLIS W-12 P-03	1575	40	1283
27 1935 : MINNEAPOLIS W-12 P-04	2424	95	1917
27 1940 : MINNEAPOLIS W-12 P-05	1419	39	1121
27 1945 : MINNEAPOLIS W-12 P-06	2423	78	1926
27 1950 : MINNEAPOLIS W-12 P-07	2759	118	2327
27 1955 : MINNEAPOLIS W-12 P-08	1853	67	1580
27 1960 : MINNEAPOLIS W-12 P-09	1500	91	1234
27 1965 : MINNEAPOLIS W-12 P-10	2281	83	1934
27 1970 : MINNEAPOLIS W-12 P-11	2671	106	2129
27 1975 : MINNEAPOLIS W-12 P-12	1042	35	764
27 1980 : MINNEAPOLIS W-13 P-01	2064	80	1778
27 1985 : MINNEAPOLIS W-13 P-02	1585	53	1338
27 1990 : MINNEAPOLIS W-13 P-03	1789	95	1501
27 1995 : MINNEAPOLIS W-13 P-04	1703	47	1458
27 2000 : MINNEAPOLIS W-13 P-05	1841	61	1557
27 2005 : MINNEAPOLIS W-13 P-06	1147	25	1003
27 2010 : MINNEAPOLIS W-13 P-07	2717	111	2335
27 2015 : MINNEAPOLIS W-13 P-08	2085	70	1743
27 2020 : MINNEAPOLIS W-13 P-09	1775	31	1513
27 2025 : MINNEAPOLIS W-13 P-10	2198	64	1916
27 2030 : MINNEAPOLIS W-13 P-11	2686	70	2295
27 2035 : MINNEAPOLIS W-13 P-12	1114	44	970
27 2040 : MINNEAPOLIS W-13 P-13	1376	98	1164
Special School District No. 1 (MINNEAPOLIS) Total:	243789	17353	178848

Detail of Election Results
Special School District No. 1 (MINNEAPOLIS)
Tuesday, November 8, 2022 State General Election

Office Title: School Board Member at Large (SSD #1) (Elect 2)

Precinct	NP KerryJo Felder	NP Lisa Skjefte	NP Collin Beachy	NP Sonya Emerick	WI WRITE-IN
27 1360 : MINNEAPOLIS W-1 P-01	211	152	244	193	4
27 1365 : MINNEAPOLIS W-1 P-02	150	120	218	173	5
27 1370 : MINNEAPOLIS W-1 P-03	142	112	204	207	7
27 1375 : MINNEAPOLIS W-1 P-04	557	354	599	533	29
27 1380 : MINNEAPOLIS W-1 P-05	484	319	594	473	16
27 1385 : MINNEAPOLIS W-1 P-06	642	359	813	614	17
27 1390 : MINNEAPOLIS W-1 P-07	674	412	844	628	28
27 1395 : MINNEAPOLIS W-1 P-08	276	176	312	300	9
27 1400 : MINNEAPOLIS W-1 P-09	466	308	570	463	24
27 1405 : MINNEAPOLIS W-1 P-10	473	261	586	395	6
27 1410 : MINNEAPOLIS W-1 P-11	363	326	497	496	18
27 1415 : MINNEAPOLIS W-2 P-01	174	220	267	310	10
27 1420 : MINNEAPOLIS W-2 P-02	113	110	152	187	2
27 1425 : MINNEAPOLIS W-2 P-03	230	198	286	290	8
27 1430 : MINNEAPOLIS W-2 P-04	93	113	117	182	7
27 1435 : MINNEAPOLIS W-2 P-05	462	270	674	530	14
27 1440 : MINNEAPOLIS W-2 P-06	274	285	363	414	17
27 1445 : MINNEAPOLIS W-2 P-07	168	148	175	184	5
27 1450 : MINNEAPOLIS W-2 P-08	502	275	768	501	3
27 1455 : MINNEAPOLIS W-2 P-09	158	113	199	159	6
27 1460 : MINNEAPOLIS W-3 P-01	446	284	533	449	11
27 1465 : MINNEAPOLIS W-3 P-02	387	276	508	419	11
27 1470 : MINNEAPOLIS W-3 P-03	209	120	250	200	8
27 1475 : MINNEAPOLIS W-3 P-04	196	142	224	215	6
27 1480 : MINNEAPOLIS W-3 P-05	404	288	550	435	15
27 1485 : MINNEAPOLIS W-3 P-06	427	296	494	354	12
27 1490 : MINNEAPOLIS W-3 P-07	849	539	1025	719	27

Detail of Election Results
Special School District No. 1 (MINNEAPOLIS)
Tuesday, November 8, 2022 State General Election

Office Title: School Board Member at Large (SSD #1) (Elect 2)

Precinct	NP KerryJo Felder	NP Lisa Skjefte	NP Collin Beachy	NP Sonya Emerick	WI WRITE-IN
27 1495 : MINNEAPOLIS W-3 P-08	289	184	376	319	14
27 1500 : MINNEAPOLIS W-3 P-09	287	193	293	322	15
27 1505 : MINNEAPOLIS W-3 P-10	524	347	615	532	24
27 1510 : MINNEAPOLIS W-3 P-11	415	286	611	446	7
27 1515 : MINNEAPOLIS W-3 P-12	341	257	463	348	23
27 1520 : MINNEAPOLIS W-4 P-01	338	230	252	279	9
27 1525 : MINNEAPOLIS W-4 P-02	489	273	379	430	19
27 1530 : MINNEAPOLIS W-4 P-03	965	437	823	679	34
27 1535 : MINNEAPOLIS W-4 P-04	292	154	226	255	11
27 1540 : MINNEAPOLIS W-4 P-05	344	208	283	304	15
27 1545 : MINNEAPOLIS W-4 P-06	349	189	282	281	7
27 1550 : MINNEAPOLIS W-4 P-07	474	259	391	436	16
27 1555 : MINNEAPOLIS W-4 P-08	211	123	166	190	14
27 1560 : MINNEAPOLIS W-4 P-09	43	33	38	41	0
27 1565 : MINNEAPOLIS W-5 P-01	253	130	175	193	7
27 1570 : MINNEAPOLIS W-5 P-02	403	192	306	316	18
27 1575 : MINNEAPOLIS W-5 P-03	238	174	164	228	7
27 1580 : MINNEAPOLIS W-5 P-04	421	181	268	333	7
27 1585 : MINNEAPOLIS W-5 P-05	328	140	216	219	5
27 1590 : MINNEAPOLIS W-5 P-06	369	117	257	240	16
27 1595 : MINNEAPOLIS W-5 P-07	168	109	118	208	2
27 1600 : MINNEAPOLIS W-5 P-08	187	109	210	202	8
27 1605 : MINNEAPOLIS W-5 P-09	148	100	174	153	6
27 1610 : MINNEAPOLIS W-6 P-01	175	127	221	214	9
27 1615 : MINNEAPOLIS W-6 P-02	329	300	376	371	25
27 1620 : MINNEAPOLIS W-6 P-03	334	152	272	218	19
27 1625 : MINNEAPOLIS W-6 P-04	256	162	286	308	10
27 1630 : MINNEAPOLIS W-6 P-05	132	118	126	147	8

Detail of Election Results
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Office Title: School Board Member at Large (SSD #1) (Elect 2)

Precinct	NP KerryJo Felder	NP Lisa Skjette	NP Collin Beachy	NP Sonya Emerick	WI WRITE-IN
27 1635 : MINNEAPOLIS W-6 P-06	187	124	188	167	4
27 1640 : MINNEAPOLIS W-6 P-07	178	156	180	160	8
27 1645 : MINNEAPOLIS W-6 P-08	163	94	254	183	1
27 1650 : MINNEAPOLIS W-6 P-09	365	206	429	289	8
27 1655 : MINNEAPOLIS W-7 P-01	273	168	387	281	13
27 1660 : MINNEAPOLIS W-7 P-02	383	238	593	326	19
27 1665 : MINNEAPOLIS W-7 P-03	575	351	751	526	11
27 1670 : MINNEAPOLIS W-7 P-04	531	379	729	523	18
27 1675 : MINNEAPOLIS W-7 P-05	391	260	464	419	24
27 1680 : MINNEAPOLIS W-7 P-06	223	188	293	265	19
27 1685 : MINNEAPOLIS W-7 P-07	262	160	424	276	4
27 1690 : MINNEAPOLIS W-7 P-08	709	531	1000	835	29
27 1695 : MINNEAPOLIS W-7 P-09	515	328	703	550	17
27 1700 : MINNEAPOLIS W-7 P-10	128	88	186	154	3
27 1705 : MINNEAPOLIS W-7 P-11	116	72	107	116	1
27 1710 : MINNEAPOLIS W-7 P-12	301	209	354	292	6
27 1715 : MINNEAPOLIS W-8 P-01	133	127	167	165	6
27 1720 : MINNEAPOLIS W-8 P-02	612	348	789	632	15
27 1725 : MINNEAPOLIS W-8 P-03	571	285	900	680	11
27 1730 : MINNEAPOLIS W-8 P-04	778	417	1297	891	18
27 1735 : MINNEAPOLIS W-8 P-05	166	105	217	173	13
27 1740 : MINNEAPOLIS W-8 P-06	137	65	168	169	3
27 1745 : MINNEAPOLIS W-8 P-07	404	232	524	389	10
27 1750 : MINNEAPOLIS W-8 P-08	457	210	583	417	11
27 1755 : MINNEAPOLIS W-8 P-09	293	127	416	274	7
27 1760 : MINNEAPOLIS W-8 P-10	321	207	493	399	4
27 1765 : MINNEAPOLIS W-8 P-11	326	177	511	368	17
27 1770 : MINNEAPOLIS W-9 P-01	105	77	157	112	9

Detail of Election Results
Special School District No. 1 (MINNEAPOLIS)
Tuesday, November 8, 2022 State General Election

Office Title: School Board Member at Large (SSD #1) (Elect 2)

Precinct	NP KerryJo Felder	NP Lisa Skjefte	NP Collin Beachy	NP Sonya Emerick	WI WRITE-IN
27 1775 : MINNEAPOLIS W-9 P-02	610	305	962	688	16
27 1780 : MINNEAPOLIS W-9 P-03	241	172	260	245	8
27 1785 : MINNEAPOLIS W-9 P-04	142	164	191	161	2
27 1790 : MINNEAPOLIS W-9 P-05	156	113	275	218	4
27 1795 : MINNEAPOLIS W-9 P-06	496	307	689	504	23
27 1800 : MINNEAPOLIS W-9 P-07	307	194	443	298	12
27 1805 : MINNEAPOLIS W-9 P-08	420	242	495	353	9
27 1810 : MINNEAPOLIS W-9 P-09	471	261	652	428	12
27 1815 : MINNEAPOLIS W-10 P-01	666	407	918	800	24
27 1820 : MINNEAPOLIS W-10 P-02	371	201	468	435	12
27 1825 : MINNEAPOLIS W-10 P-03	480	300	705	579	19
27 1830 : MINNEAPOLIS W-10 P-04	403	223	559	407	15
27 1835 : MINNEAPOLIS W-10 P-05	427	313	669	541	20
27 1840 : MINNEAPOLIS W-10 P-06	410	252	558	489	10
27 1845 : MINNEAPOLIS W-10 P-07	272	155	345	314	8
27 1850 : MINNEAPOLIS W-10 P-08	170	86	221	173	3
27 1855 : MINNEAPOLIS W-10 P-09	343	252	449	471	4
27 1860 : MINNEAPOLIS W-11 P-01	459	231	756	406	7
27 1865 : MINNEAPOLIS W-11 P-02	561	344	811	552	14
27 1870 : MINNEAPOLIS W-11 P-03	423	293	519	404	12
27 1875 : MINNEAPOLIS W-11 P-04	351	197	586	396	9
27 1880 : MINNEAPOLIS W-11 P-05	390	271	547	390	7
27 1885 : MINNEAPOLIS W-11 P-06	383	205	495	356	5
27 1890 : MINNEAPOLIS W-11 P-07	423	256	627	466	4
27 1895 : MINNEAPOLIS W-11 P-08	604	345	975	669	10
27 1900 : MINNEAPOLIS W-11 P-09	392	228	598	445	13
27 1905 : MINNEAPOLIS W-11 P-10	361	241	546	413	11
27 1910 : MINNEAPOLIS W-11 P-11	270	188	300	273	3

Detail of Election Results
Special School District No. 1 (MINNEAPOLIS)
Tuesday, November 8, 2022 State General Election

Office Title: School Board Member at Large (SSD #1) (Elect 2)

Precinct	NP KerryJo Felder	NP Lisa Skjette	NP Collin Beachy	NP Sonya Emerick	WI WRITE-IN
27 1915 : MINNEAPOLIS W-11 P-12	381	258	519	371	14
27 1920 : MINNEAPOLIS W-12 P-01	756	372	1120	719	15
27 1925 : MINNEAPOLIS W-12 P-02	633	326	881	589	14
27 1930 : MINNEAPOLIS W-12 P-03	407	189	591	387	13
27 1935 : MINNEAPOLIS W-12 P-04	599	344	829	568	13
27 1940 : MINNEAPOLIS W-12 P-05	336	176	462	315	8
27 1945 : MINNEAPOLIS W-12 P-06	601	316	799	528	14
27 1950 : MINNEAPOLIS W-12 P-07	677	373	966	629	21
27 1955 : MINNEAPOLIS W-12 P-08	477	238	747	495	10
27 1960 : MINNEAPOLIS W-12 P-09	375	250	511	357	16
27 1965 : MINNEAPOLIS W-12 P-10	617	330	856	501	23
27 1970 : MINNEAPOLIS W-12 P-11	602	438	782	587	24
27 1975 : MINNEAPOLIS W-12 P-12	206	154	249	198	3
27 1980 : MINNEAPOLIS W-13 P-01	545	318	809	512	21
27 1985 : MINNEAPOLIS W-13 P-02	336	253	559	429	12
27 1990 : MINNEAPOLIS W-13 P-03	423	264	625	423	13
27 1995 : MINNEAPOLIS W-13 P-04	474	247	716	432	21
27 2000 : MINNEAPOLIS W-13 P-05	436	275	692	429	16
27 2005 : MINNEAPOLIS W-13 P-06	338	181	460	283	12
27 2010 : MINNEAPOLIS W-13 P-07	679	456	999	707	32
27 2015 : MINNEAPOLIS W-13 P-08	527	314	773	479	12
27 2020 : MINNEAPOLIS W-13 P-09	459	244	730	434	15
27 2025 : MINNEAPOLIS W-13 P-10	527	293	932	542	23
27 2030 : MINNEAPOLIS W-13 P-11	655	417	1197	688	24
27 2035 : MINNEAPOLIS W-13 P-12	224	199	472	285	5
27 2040 : MINNEAPOLIS W-13 P-13	345	181	492	338	7

Detail of Election Results
Special School District No. 1 (MINNEAPOLIS)
Tuesday, November 8, 2022 State General Election

Office Title: School Board Member at Large (SSD #1) (Elect 2)

Total:	51872	31941	68084	52365	1686
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Office Title: School Board Member District 1 (SSD #1)

Precinct	NP Abdul Abdi	WI WRITE-IN
27 1360 : MINNEAPOLIS W-1 P-01	399	6
27 1365 : MINNEAPOLIS W-1 P-02	343	5
27 1370 : MINNEAPOLIS W-1 P-03	376	8
27 1375 : MINNEAPOLIS W-1 P-04	1087	39
27 1380 : MINNEAPOLIS W-1 P-05	926	18
27 1385 : MINNEAPOLIS W-1 P-06	1200	23
27 1390 : MINNEAPOLIS W-1 P-07	1242	29
27 1395 : MINNEAPOLIS W-1 P-08	556	21
27 1400 : MINNEAPOLIS W-1 P-09	928	21
27 1405 : MINNEAPOLIS W-1 P-10	850	10
27 1410 : MINNEAPOLIS W-1 P-11	899	18
27 1415 : MINNEAPOLIS W-2 P-01	616	16
27 1420 : MINNEAPOLIS W-2 P-02	357	1
27 1425 : MINNEAPOLIS W-2 P-03	588	6
27 1430 : MINNEAPOLIS W-2 P-04	309	8
27 1435 : MINNEAPOLIS W-2 P-05	988	18
27 1440 : MINNEAPOLIS W-2 P-06	805	11
27 1455 : MINNEAPOLIS W-2 P-09	321	3
27 1460 : MINNEAPOLIS W-3 P-01	913	17
27 1465 : MINNEAPOLIS W-3 P-02	803	17
27 1470 : MINNEAPOLIS W-3 P-03	415	6
27 1475 : MINNEAPOLIS W-3 P-04	414	11

Detail of Election Results
 Special School District No. 1 (MINNEAPOLIS)
 Tuesday, November 8, 2022 State General Election

Office Title: School Board Member District 1 (SSD #1)

Total:	15335	312
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Office Title: School Board Member District 3 (SSD #1)

Precinct	NP Fathia Feerayarre	WI WRITE-IN
27 1445 : MINNEAPOLIS W-2 P-07	396	3
27 1450 : MINNEAPOLIS W-2 P-08	889	13
27 1620 : MINNEAPOLIS W-6 P-03	999	14
27 1630 : MINNEAPOLIS W-6 P-05	338	9
27 1635 : MINNEAPOLIS W-6 P-06	398	6
27 1640 : MINNEAPOLIS W-6 P-07	476	7
27 1645 : MINNEAPOLIS W-6 P-08	340	3
27 1650 : MINNEAPOLIS W-6 P-09	773	12
27 1735 : MINNEAPOLIS W-8 P-05	375	10
27 1740 : MINNEAPOLIS W-8 P-06	271	2
27 1770 : MINNEAPOLIS W-9 P-01	226	4
27 1775 : MINNEAPOLIS W-9 P-02	1178	17
27 1780 : MINNEAPOLIS W-9 P-03	483	9
27 1785 : MINNEAPOLIS W-9 P-04	372	9
27 1790 : MINNEAPOLIS W-9 P-05	354	7
27 1795 : MINNEAPOLIS W-9 P-06	972	27
27 1800 : MINNEAPOLIS W-9 P-07	586	14
27 1845 : MINNEAPOLIS W-10 P-07	580	9
27 1850 : MINNEAPOLIS W-10 P-08	356	7
27 1855 : MINNEAPOLIS W-10 P-09	797	12
Total:	11159	194

Detail of Election Results
Special School District No. 1 (MINNEAPOLIS)
Tuesday, November 8, 2022 State General Election

Office Title: School Board Member District 5 (SSD #1)

Precinct	NP	NP	WI
	Laurelle Myhra	Lori Norvell	WRITE-IN
27 1745 : MINNEAPOLIS W-8 P-07	317	593	13
27 1750 : MINNEAPOLIS W-8 P-08	361	627	7
27 1755 : MINNEAPOLIS W-8 P-09	221	413	5
27 1760 : MINNEAPOLIS W-8 P-10	311	478	6
27 1765 : MINNEAPOLIS W-8 P-11	277	512	8
27 1805 : MINNEAPOLIS W-9 P-08	305	576	6
27 1810 : MINNEAPOLIS W-9 P-09	321	694	9
27 1875 : MINNEAPOLIS W-11 P-04	255	660	4
27 1880 : MINNEAPOLIS W-11 P-05	306	632	2
27 1885 : MINNEAPOLIS W-11 P-06	237	572	7
27 1890 : MINNEAPOLIS W-11 P-07	328	680	3
27 1895 : MINNEAPOLIS W-11 P-08	439	1076	7
27 1900 : MINNEAPOLIS W-11 P-09	251	770	10
27 1905 : MINNEAPOLIS W-11 P-10	310	591	3
27 1910 : MINNEAPOLIS W-11 P-11	177	428	3
27 1915 : MINNEAPOLIS W-11 P-12	294	639	8
27 1920 : MINNEAPOLIS W-12 P-01	484	1175	10
27 1925 : MINNEAPOLIS W-12 P-02	413	954	10
27 1930 : MINNEAPOLIS W-12 P-03	280	600	2
27 1935 : MINNEAPOLIS W-12 P-04	419	940	7
27 1940 : MINNEAPOLIS W-12 P-05	235	514	4
27 1945 : MINNEAPOLIS W-12 P-06	392	919	5
27 1950 : MINNEAPOLIS W-12 P-07	495	1065	11
27 1955 : MINNEAPOLIS W-12 P-08	313	803	5
27 1960 : MINNEAPOLIS W-12 P-09	309	548	11
27 1965 : MINNEAPOLIS W-12 P-10	377	962	14
27 1970 : MINNEAPOLIS W-12 P-11	458	1020	12
27 1975 : MINNEAPOLIS W-12 P-12	177	333	3

Detail of Election Results
Special School District No. 1 (MINNEAPOLIS)
Tuesday, November 8, 2022 State General Election

Office Title: School Board Member District 5 (SSD #1)

Total: **9062** **19774** **195**

We, the school board members of Special School District No. 1 (MINNEAPOLIS), certify that we have canvassed the returns of the State General Election held on Tuesday, November 8, 2022 and have herein specified the names of any candidates receiving votes and the number of votes received by each candidate, and have herein specified the number of votes for and against any ballot questions voted on in this election.

As appears by the returns of the election precincts voting in this election, duly returned to, filed, opened, and canvassed, and now remaining on file in the office of the clerk of Special School District No. 1 (MINNEAPOLIS).

Witness our official signature at _____ in _____ County this _____ day of _____, 2022.

School Board Member

School Board Member

School Board Member

School Board Member

School Board Member

School Board Member

School Board Member

State of Minnesota
Special School District No. 1 (MINNEAPOLIS)

I, _____, Clerk of the Special School District No. 1 (MINNEAPOLIS) do hereby certify the within and foregoing _____ pages to be a full and correct copy of the original abstract and return of the votes cast in the Special School District No. 1 (MINNEAPOLIS) State General Election held on Tuesday, November 8, 2022.

Witness my hand and official seal of office this _____ day of _____, 2022.

**Minneapolis Public Schools – Board of Education
Special School District No. 1
Business Meeting
October 11, 2022**

I. CALL TO ORDER

Call to Order of the Board of Education. Pursuant to due notice mailed to each member of the Board of Education not less than three days prior to the time of such meeting, the Board members met in a regular meeting at the John B. Davis Educational Services Center October 11, 2022, commencing at 5:30 pm. Chair Ellison called the meeting to order.

I. ROLL CALL

Present: Directors: Jenny Arneson, Sharon El-Amin, Siad Ali, Adriana Cerrillo, Nelson Inz, Ira Jourdain, Cindy Booker, Kimberly Caprini, Kim Ellison, Student Representative Wesson, Interim Superintendent Rochelle Cox – 11

II. APPROVAL OF THE AGENDA

MOTION: Director Arneson moved, seconded by Director Cerrillo that the Board of Education, Special School District No. 1, approve the Agenda for October 11, 2022. Motion to approve the agenda was put to a vote and carried out unanimously.

III. ACCEPTANCE OF MINUTES

MOTION: Director Inz moved, seconded by Director Jourdain that the Board of Education, Special School District No. 1, approve the Minutes September 13, 2022. Motion to approve the Minutes was put to a vote and carried out unanimously.

IV. RECOGNITIONS:

- Indigenous Peoples’ Day, Hispanic Heritage Month & Latino Heritage Day, Edison High School Centennial Celebration

V. PUBLIC COMMENTS

Comments given in-person

VI. RECESS – 5:58 – 6:14 PM

VII. REPORTS AND RECOMMENDATIONS FROM THE SUPERINTENDENT OF SCHOOLS

- a. Superintendent’s Report

VIII. POLICY COMMITTEE REPORT

- a. Revision of Policy 1692: School Site Council (2022-0057)

IX. ACTION ITEMS BY THE BOARD OF EDUCATION

A. Approval of Consent Agenda

These action items represent those that do not involve major policy decisions, budget decisions, taxing decisions, bond awards or items related to the

Superintendent's contract of evaluation. Business items on this agenda are previously authorized or budgeted expenditures.

1. Personnel Items

- a. Personnel List A
- b. Personnel List B

2. Contracts Requiring Board of Education Approval

- a. Contract with AVID (2022-4400001557)
- b. Contract with Double Line Inc. (2023-4400001556)
- c. Amendment to Contract 2023-4400001513 with Genesis Consulting Partners, LLC
- d. Contract with Karin's Services (2022-4400001546)
- e. Amendment to contract 2022-13846 with Lorenz Bus Service Inc
- f. Authorization to contract with Nearpod
- g. Amendment to contract 2022-4400000551 with Volunteers of America (VOA) High School
- h. Amendment to contract 2022-13860 with Whelan Security (dba GardaWorld Security Services

Agreements

- a. Cell Tower Lease at Lake Harriet Lower Campus--Third Amendment (2022-0059)

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

B. REVISION OF POLICY 4016: FAMILY MEDICAL LEAVE ACT (2022-0054) – ATTACHMENT 1

MOTION: Director Inz moved, seconded by Director Booker that the Board of Education, Special School District No. 1, approve the Revision of Policy 4016. The motion to approve the revision was put to a vote carried out unanimously.

X. NEW BUSINESS

XI. REPORTS FROM BOARD OF EDUCATION DIRECTORS

- Remarks given by Wesson, Caprini, Arneson, Ali, Cerrillo, Ellison

XII. ADJOURNMENT

Chair Ellison adjourned the meeting at 8:21 pm.

MINNEAPOLIS PUBLIC SCHOOLS
RESOLUTION 2022-0054

RESOLUTION AMENDING POLICY 4016

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 4016: Family Medical Leave Act" of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

AMENDMENT

Policy 4016: Family Medical Leave Act

1. **PURPOSE**

~~The purpose of this policy is to inform the school community and the general public of the position of the School Board on providing family and medical leave in compliance with the Family and Medical Leave Act.~~ The purpose of this policy is to provide for family and medical leave to school district employees in accordance with the Family and Medical Leave Act of 1993 (FMLA) and also with parenting leave under state law.

2. **GENERAL STATEMENT OF POLICY**

The following procedures and policies regarding family and medical leave are adopted by the school district, pursuant to the requirements of the FMLA and consistent with the requirements of the Minnesota parenting leave laws.

3. **DEFINITIONS**

a. "Covered active duty" means:

- i. in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and
- ii. in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in 10 United States Code section 101(a)(13)(B).

b. "Covered servicemember" means:

- i. a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or

- ii. a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, and was discharged or released under conditions other than dishonorable, at any time during the period of five years preceding the first date the eligible employee takes FMLA leave to care for the covered veteran.
- c. “Eligible employee” means an employee who has been employed by the school district for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. An employee returning from fulfilling his or her Uniformed Services Employment and Reemployment Rights Act (USERRA)-covered service obligation shall be credited with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. In determining whether the employee met the hours of service requirement, and to determine the hours that would have been worked during the period of absence from work due to or necessitated by USERRA-covered service, the employee’s pre-service work schedule can generally be used for calculations. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless: (1) the break is occasioned by the employee’s fulfillment of his or her USERRA-covered service obligation; or (2) a written agreement, including a collective bargaining agreement, exists concerning the school district’s intention to rehire the employee after the break in service.
- d. “Military caregiver leave” means leave taken to care for a covered servicemember with a serious injury or illness.
- e. “Next of kin of a covered servicemember” means the nearest blood relative other than the covered servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember’s next of kin, and the employee may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember’s only next of kin.
- f. “Outpatient status” means, with respect to a covered servicemember who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to:

- i. a military medical treatment facility as an outpatient; or
- ii. a unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.
- g. “Qualifying exigency” means a situation where the eligible employee seeks leave for one or more of the following reasons:
 - i. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;
 - ii. to attend military events and related activities of a covered military member;
 - iii. to address issues related to childcare and school activities of a covered military member’s child;
 - iv. to address financial and legal arrangements for a covered military member;
 - v. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;
 - vi. to spend up to 15 calendar days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;
 - vii. to attend post-deployment activities related to a covered military member;
 - viii. to address care needs of a covered military member’s parent who is incapable of self-care; and
 - ix. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.
- h. “Serious health condition” means an illness, injury, impairment, or physical or mental condition that involves:
 - i. inpatient care in a hospital, hospice, or residential medical care facility; or
 - ii. continuing treatment by a health care provider.
- i. “Spouse” means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.
- j. “Veteran” has the meaning given in 38 United States Code section 101.

4. LEAVE ENTITLEMENT

- a. Twelve-week Leave under Federal Law
 - i. Eligible employees are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as

defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:

- (1) birth of the employee's child and to care for such child;
 - (2) placement of an adopted or foster child with the employee;
 - (3) to care for the employee's spouse, son, daughter, or parent with a serious health condition;
 - (4) the employee's serious health condition makes the employee unable to perform the functions of the employee's job; and/or
 - (5) any qualifying exigency arising from the employee's spouse, son, daughter, or parent being on covered active duty, or notified of an impending call or order to covered active duty in the Armed Forces.
- ii. For the purposes of this policy, "year" is defined as a rolling 12-month period measured backward from the date an employee's leave is to commence.
- iii. An employee's entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.
- iv. A "serious health condition" typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short-term conditions for which treatment and recovery are very brief.
- v. A "serious injury or illness," in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means:
- (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or
 - (2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
 - (3) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
 - (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive

Assistance for Family Caregivers.

- vi. Eligible spouses employed by the school district are limited to an aggregate of 12 weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken: by one spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; because of the employee's own serious health condition; or pursuant to Paragraph 4.A.i.5. above.
- vii. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.
- viii. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child, or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.
- ix. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.
- x. Requests for leave shall be made to the school district. When leave relates to an employee's spouse, son, daughter, parent, or covered servicemember being on covered active duty, or notified of an impending call or order to covered active duty pursuant to Paragraph 4.A.i.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give 30 days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to

schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.

xi. The school district may require that a request for leave under Paragraph 4.A.i.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.

xii. During the period of a leave permitted under this policy, the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who does not return to work after the leave may be required, in some situations, to reimburse the school district for the cost of the health plan premiums paid by it.

xiii. The school district may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. The superintendent shall be responsible to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board for annual review.

The school district shall comply with written notice requirements as set forth in federal regulations.

xiv. Employees returning from a leave permitted under this policy are eligible for reinstatement in the same or an equivalent position as provided by law. However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.

b. Twelve-week Leave under State Law

An employee who does not qualify for parenting leave under Paragraphs 4.A.i.1. or 4.A.i.2. above may qualify for a 12-week unpaid leave which is available to a biological or adoptive parent in conjunction with the birth or adoption of a child, or to a female employee for prenatal care or incapacity

due to pregnancy, childbirth, or related health conditions. The length of the leave shall be determined by the employee but must not exceed 12 weeks unless agreed to by the school district. The employee may qualify if he or she has worked for the school district for at least 12 months and has worked an average number of hours per week equal to one-half of the full time equivalent during the 12-month period immediately preceding the leave. This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs but may be reduced by any period of paid parental, disability, personal, or medical, or sick leave, or accrued vacation provided by the school district so that the total leave does not exceed 12 weeks, unless agreed to by the school district, or leave taken for the same purpose under the FMLA. The leave taken under this section shall begin at a time requested by the employee. An employee who plans to take leave under this section must give the school district reasonable notice of the date the leave shall commence and the estimated duration of the leave. For leave taken by a biological or adoptive parent in conjunction with the birth or adoption of a child, the leave must begin within 12 months of the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital.

c. Twenty-six-week Servicemember Family Military Leave

- i. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall be available only during a single 12-month period. For purposes of this leave, the need to care for a servicemember includes both physical and psychological care.
- ii. During a single 12-month period, an employee shall be entitled to a combined total of 26 work weeks of leave under Paragraphs 4.A. and 4.C. above.
- iii. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered servicemember and ends 12 months after that date.
- iv. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for a covered servicemember with a serious injury or illness.
- v. The school district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines

established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.

vi. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.

vii. The provisions of Paragraphs 4.A.vii., 4.A.ix., 4.A.xii., 4.A.xiii., and 4.A.xiv. above shall apply to leaves under this section.

5. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES

a. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education assistants.

b. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than 20 percent of the workdays in the leave period may be required to:

i. take leave for the entire period or periods of the planned medical treatment; or

ii. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.

c. Instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break. If an instructional employee begins leave for any purpose more than five weeks before the end of a semester and it is likely the leave will last at least three weeks, the school district may require that the leave be continued until the end of the semester.

i. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last more than two weeks or if the employee's return from leave would occur during the last two weeks of the semester.

ii. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, the school district may require the employee to continue taking leave until the end of the semester.

iii. If the school district requires an instructional employee to extend leave

through the end of a semester as set forth in this paragraph, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. Any additional leave required by the school district to the end of the school term is not counted as FMLA leave but as an unpaid or paid leave, to the extent the instructional employee has accrued paid leave available and the school district shall maintain the employee's group health insurance and restore the employee to the same or equivalent job, including other benefits, at the conclusion of the leave.

6. OTHER

- a. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.
- b. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed.

7. DISSEMINATION OF POLICY

- a. A poster prepared by the U.S. Department of Labor summarizing the major provisions of the Family and Medical Leave Act and informing employees how to file a complaint shall be conspicuously posted in each school district building in areas accessible to employees and applicants for employment.
- b. This policy will be reviewed at least annually for compliance with state and federal law.
- c. ~~It is the policy of the Minneapolis Public Schools to provide up to twelve weeks of family and medical leave per calendar year to eligible employees in compliance with the Family and Medical Leave Act. Employees may use paid sick leave for this purpose, at the option of the employee, when usage of the sick leave is in accordance with the provisions of any applicable collective bargaining agreement. The employee may use accrued vacation or personal leave at the employee's option, when usage of the vacation or personal leave is in accordance with the provisions of any applicable collective bargaining agreement. Otherwise, such leave is unpaid leave. All leave requested under this policy will conform to guidelines established by the Human Resources Department.~~

Original Adoption:

03/28/2000

Legal References:

- ~~Family and Medical Leave Act (29 U.S.C. 2611 et seq)~~
- To be updated upon passage

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

	AYE	NAY	ABSENT	ABSTAIN
Ali	_____	_____	_____	_____
Arneson	_____	_____	_____	_____
Booker	_____	_____	_____	_____
Caprini	_____	_____	_____	_____
Cerrillo	_____	_____	_____	_____
El-Amin	_____	_____	_____	_____
Ellison	_____	_____	_____	_____
Inz	_____	_____	_____	_____
Jourdain	_____	_____	_____	_____

Presiding Officer

Attest

Kim Ellison, Chair, Minneapolis
Public Schools

Nelson Inz, Clerk, Minneapolis Public
Schools



Superintendent's Report

**Regular Business
Meeting**

November 15, 2022



Superintendent Update

Interim Superintendent Rochelle Cox

Enrollment Update

Executive Director Tyrize Cox

2022–2023 Student Enrollment

	Initial Projections	Adjusted Projections	Official 10/1/2022 Student Enrollment
Pre-K	Not projected	Not projected	1,463
K-12	29,044	27,982	27,946
Total	---	---	29,409

Strategic Plan Update

Executive Director Sarah Hunter

Goal 1: Academic Achievement Metrics Update

Data steps toward achievement goals

1

Monthly MPS leadership student data analysis by demographic and school – superintendent and cabinet

2

Schools dig into data, student by student, class by class, designing adjustments and interventions

3

Parents informed and engaged in supporting students

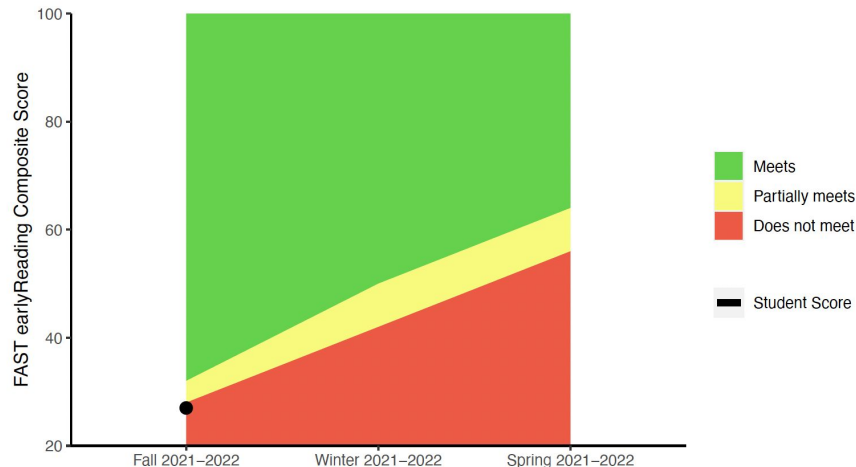
4

Data moves closer to goals before next round of assessments and data dives mid-year

Example student reports– fall and spring

FAST earlyReading Composite Score

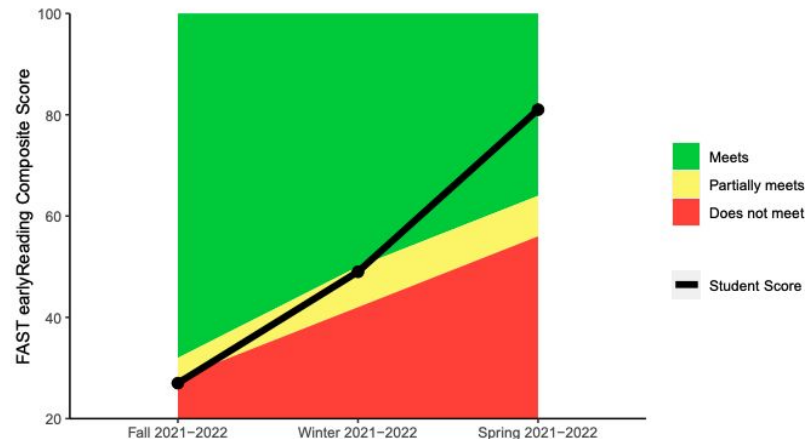
The following graph shows **FAKE's** FAST earlyReading composite score compared to grade-level benchmarks (Proficiency Levels).



	Fall	Winter	Spring
Score	27		
Proficiency Level	Does not meet		
National Percentile	8		
Growth Percentile	N/A		
Growth Category	N/A		

FAST earlyReading Composite Score

The following graph shows **FAKE's** FAST earlyReading composite score compared to grade-level benchmarks (Proficiency Levels).



	Fall	Winter	Spring
Score	27	49	81
Proficiency Level	Does not meet	Partially meets	Meets
National Percentile	8	34	89
Growth Percentile	N/A	100	99
Growth Category	N/A	Aggressive Growth	Aggressive Growth

The table above shows information about **FAKE's** FAST earlyReading composite score. Your child's teacher will use this and other information to support your child's growth and learning.

MPS Universal Screening Tools

MPS Universal Screeners:

- identify students who could benefit from additional supports
- monitor students' growth throughout the school year
- are typically brief, conducted with all students at a grade level
- are used by teachers, along with other information about the students, to plan instruction
- are highly predictive of student performance on the spring MCAs, helping to gauge progress over time and adjust instruction more quickly – rather than waiting until end-of-year summative assessments.

MPS Universal Screening Tools

Universal Screening Tools used by MPS (predictive of MCA results)

	Kindergarten	1st Grade	2nd-9th Grade
Math	Kindergarten Concepts of Math (K CoM)	Concepts of Math (CoM)	aMath
Literacy	earlyReading	earlyReading	aReading

Fall Strategic Plan Academic Metrics

- 1. Increase the percent of 2nd–8th grade students scoring in the proficient range** as measured by:
 - Fall aReading FAST
 - Fall aMath FAST
- 2. Increase the percent of students scoring 4 and above** on iStation in the fall (Dual Language Spanish Literacy)
- 3. Increase the percent of Kindergarten students scoring in the proficient range** as measured by:
 - Fall earlyReading
 - Fall Kindergarten Concepts of Math- Three Aspects of Number subtest

Main Takeaways from Fall Screening

aMath:

- American Indian students' proficiency **increased 5 percentage points**
- Black, White and Students receiving SPED Services proficiency **increased 2 percentage points**
- Asian students' proficiency **decreased 6 percentage points**

aReading:

- American Indian students' proficiency **increased 6 percentage points**
- Black, White and Hispanic students' proficiency **increased 2 percentage points**
- Students receiving SPED services proficiency **increased 4 percentage points**
- Students experiencing homelessness proficiency **increased 5 percentage points**
- Asian students' proficiency **decreased 7 percentage points**

Main Takeaways from Fall Screening

earlyReading:

- American Indian students' proficiency **increased 6 percentage points**
- Black, White and Hispanic students' proficiency **increased 2 percentage points**
- Students receiving SPED services proficiency **increased 4 percentage points**
- Students experiencing homelessness proficiency **increased 5 percentage points**
- Asian students' proficiency **decreased 7 percentage points**

Istation:

- Black students' proficiency **increased 7 percentage points**
- White students' proficiency **decreased 2 percentage points**
- Students experiencing homelessness proficiency **increased 1 percentage point**

Main Takeaways from Fall Screening

Kindergarten Concepts of Math (K CoM):

- American Indian students' proficiency **increased 5 percentage points**
- Black, White and Students receiving SPED Services proficiency **increased 2 percentage points**
- Asian students' proficiency **decreased 6 percentage points**

First Grade Concepts of Math (CoM):

- American Indian students' proficiency **decreased 13 percentage points**
- Black students' proficiency **increased 1 percentage point**
- Asian students' proficiency **increased 4 percentage points**
- Hispanic students' proficiency **increased 3 percentage points**
- Students receiving SPED services proficiency **increased 5 percentage points**
- White students and students experiencing homelessness proficiency **decreased 2 percentage points**

Fall Student Achievement Data Update – aMath

Percent of 2nd–8th grade students scoring in the proficient range as measured by Fall aMath FAST	Pre Pandemic 2019–20	Baseline 2021–22	2022–2023	Difference between 21–22 and 22–23
Overall	45%	40%	41%	1%
American Indian or Alaska Native	20%	11%	16%	5%
Black or African American	21%	12%	14%	2%
Asian	46%	38%	32%	-6%
Native Hawaiian or Other Pacific Islander	58% (N = 19)	36% (N = 11)	38% (N = 8)	N too small
White	75%	70%	72%	2%
Hispanic	26%	18%	17%	-1%
Two or more	51%	40%	41%	1%
Students receiving English Learner services	11%	6%	7%	1%
Students receiving Special Education services	16%	15%	17%	2%
Students identified as Homeless or Highly Mobile	12%	6%	7%	1%

Fall Student Achievement Data Update – aReading

Percent of 2nd–8th grade students scoring in the proficient range as measured by Fall aReading FAST	Pre Pandemic 2019–20	Baseline 2021–22	2022–2023	Difference between 21–22 and 22–23
Overall	49%	48%	50%	2%
American Indian or Alaska Native	28%	22%	28%	6%
Black or African American	26%	23%	25%	2%
Asian	43%	45%	38%	-7%
Native Hawaiian or Other Pacific Islander	74% (N = 19)	54% (N = 13)	78% (N = 9)	N too small
White	80%	77%	79%	2%
Hispanic	25%	22%	24%	2%
Two or more	55%	50%	51%	1%
Students receiving English Learner services	8%	9%	8%	-1%
Students receiving Special Education services	18%	18%	22%	4%
Students identified as Homeless or Highly Mobile	18%	10%	15%	5%

Fall Student Achievement Data Update – KCoM

Percent of Kindergarten students scoring in the proficient range as measured by the Three Aspects of Number subtest on the Fall Kindergarten Concepts of Math (KCoM)	Pre Pandemic 2019-20	Baseline 2021-22	2022-2023	Difference between 21-22 and 22-23
Overall	47%	39%	41%	2%
American Indian or Alaska Native	25%	27%	34%	7%
Black or African American	27%	21%	27%	6%
Asian	42%	31%	35%	4%
Native Hawaiian or Other Pacific Islander	NA (n = 1)	NA (n = 1)	NA (n = 0)	NA
White	66%	61%	59%	-2%
Hispanic	24%	17%	19%	2%
Two or more	51%	37%	36%	-1%
Students receiving English Learner services	19%	15%	18%	3%
Students receiving Special Education services	26%	27%	21%	-6%
Students identified as Homeless or Highly Mobile	17%	10%	20%	10%

Fall Student Achievement Data Update – IStation

Percent of students scoring 4 and above on Istation in the fall (Dual Language Spanish Literacy)	Pre Pandemic 2019-20	Baseline 2021-22	2022-2023	Difference between 21-22 and 22-23
Overall	21%	20%	20%	0%
American Indian or Alaska Native	-- (N = 4)	-- (N = 3)	12%	N too small in 21-22
Black or African American	13%	8%	15%	7%
Asian	-- (N = 9)	-- (N = 6)	-- (N = 6)	N too small
Native Hawaiian or Other Pacific Islander	--	-- (N = 1)	-- (N = 1)	N too small
White	31%	29%	27%	-2%
Hispanic	18%	18%	18%	0%
Two or more	27%	18%	23%	5%
Students receiving English Learner services	12%	14%	13%	-1%
Students receiving Special Education services	2%	6%	6%	0%
Students identified as Homeless or Highly Mobile	0% (N = 16)	8%	9%	1%

Fall Student Achievement Data Update – CoM

Percent of 1st Grade students scoring in the proficient range as measured by the Three Aspects of Number subtest on the Fall Concepts of Math (CoM)	Baseline 2021-22	2022-2023	Difference between 21-22 and 22-23
Overall	56%	56%	0%
American Indian or Alaska Native	44%	31%	-13%
Black or African American	38%	39%	1%
Asian	46%	50%	4%
Native Hawaiian or Other Pacific Islander	NA (N = 0)	100% (N = 2)	NA
White	78%	76%	-2%
Hispanic	30%	33%	3%
Two or more	54%	60%	6%
Students receiving English Learner services	29%	30%	1%
Students receiving Special Education services	35%	40%	5%
Students identified as Homeless or Highly Mobile	34%	32%	-2%

Fall Student Achievement Data Update – earlyReading

Percent of Kindergarten students scoring in the proficient range as measured by Fall earlyReading	Pre Pandemic 2019–20	Baseline 2021–22	2022–2023	Difference between 21–22 and 22–23
Overall	67%	59%	60%	1%
Overall- attended High 5	63%	55%	55%	0%
Students receiving English Learner services	43%	26%	31%	5%
Students receiving English Learner services - attended High 5	46%	46%	41%	-5%
Students receiving Special Education services	45%	44%	41%	-3%
Students receiving Special Education services- attended High 5	44%	46%	40%	-6%
Students identified as Homeless or Highly Mobile	27%	24%	25%	1%
Students identified as Homeless or Highly Mobile- attended High 5	39%	25%	47% (N = 17)	

Fall Student Achievement Data Update – earlyReading

Percent of Kindergarten students scoring in the proficient range as measured by Fall earlyReading	Pre Pandemic 2019-20	Baseline 2021-22	2022-2023	Difference between 21-22 and 22-23
Overall	67%	59%	60%	1%
Overall- attended High 5	63%	55%	55%	0%
American Indian or Alaska Native	33%	28%	45%	17%
American Indian or Alaska Native- attended High 5	42%	64%	50%	-14%
Black or African American	50%	40%	44%	4%
Black or African American- attended High 5	58%	50%	54%	4%
Asian	59%	50%	51%	1%
Asian- attended High 5	66%	55%	50%	-5%
White	82%	81%	79%	-2%
White- attended High 5	76%	74%	72%	-2%
Hispanic	47%	26%	31%	5%
Hispanic- attended High 5	52%	35%	33%	-2%
Two or more	69%	61%	55%	-6%
Two or more- attended High 5	86%	67%	56%	-11%

Strategic Plan Academic Metrics – 2026/27 Goals

Goals as adopted in February 2022: Increase the percent of 2nd–8th grade students scoring in the proficient range as measured by each of our fall Universal Screeners by:

- **5 percentage points** for White students
- **Differentiated goals** aimed at reducing the achievement gap for Black, Indigenous and Students of Color based on each assessment
- **15 percentage points** overall

Strategic Plan Academic Metrics – 2026/27 Goals

	aReading 2026-2027 Goal	aMath 2026-2027 Goal	IStation 2026-2027 Goal	earlyReading 2026-2027 Goal	K CoM 2026-2027 Goal
Overall	63%	55%	35%	74%	55%
Black, Indigenous and Students of Color	49%	40%	35%	63%	47%
White Students	82%	75%	36%	86%	65%

Questions

Appendix

Fall Student Achievement Data by Home Language – aReading

Percent of 2nd–8th grade students scoring in the proficient range as measured by Fall aReading FAST	Pre Pandemic 2019–20	Baseline 2021–22	2022–2023	Difference between 21–22 and 22–23
Overall	49%	48%	50%	2%
English	59%	57%	57%	0%
Hmong	20%	18%	16%	-2%
Other/Unknown	42%	46%	39%	-7%
Somali	27%	28%	31%	3%
Spanish	19%	16%	16%	0%

Fall Student Achievement Data by Home Language – aMath

Percent of 2nd–8th grade students scoring in the proficient range as measured by Fall aMath FAST	Pre Pandemic 2019–20	Baseline 2021–22	2022–2023	Difference between 21–22 and 22–23
Overall	45%	40%	41%	1%
English	54%	48%	49%	1%
Hmong	27%	16%	15%	-1%
Other/Unknown	41%	39%	31%	-8%
Somali	21%	15%	18%	3%
Spanish	21%	13%	13%	0%

Fall Student Achievement Data by Home Language – earlyReading

Percent of Kindergarten students scoring in the proficient range as measured by Fall earlyReading	Pre Pandemic 2019-20	Baseline 2021-22	2022-2023	Difference between 21-22 and 22-23
Overall	67%	59%	60%	1%
English	70%	65%	66%	1%
Hmong	42%	34%	36%	2%
Other/Unknown	72%	60%	62%	2%
Somali	55%	47%	47%	0%
Spanish	39%	16%	16%	0%

Fall Student Achievement Data by Home Language – KCoM

Percent of Kindergarten students scoring in the proficient range as measured by the Three Aspects of Number subtest on the Fall Kindergarten Concepts of Math (KCoM)	Pre Pandemic 2019-20	Baseline 2021-22	2022-2023	Difference between 21-22 and 22-23
Overall	47%	39%	41%	2%
English	53%	45%	47%	2%
Hmong	37%	28%	30%	2%
Other/Unknown	45%	38%	41%	3%
Somali	28%	34%	37%	3%
Spanish	18%	12%	13%	1%

Kindergarten Readiness – Math

1.7: Percent of Kindergarten students measured as proficient by Three Aspects of Number subtest on Fall Kindergarten Concepts of Math (KCoM)

	Pre-Pandemic (2019-20)	Current Year (2021-22)	2026-2027 Goal	Current Year Target +/-
Overall	47%	40%	55%	+15 percentage points
Achievement Gap between Black, Indigenous and Students of Color and White Students	36 percentage points	35 percentage points	18 percentage points	Gap reduction of 17 percentage points
Black, Indigenous and Students of Color	30%	25%	47%	+22 percentage points
White Students	66%	60%	65%	+5 percentage points

Kindergarten Readiness – Math High 5

1.7: Percent of Kindergarten students who attended High 5 measured as proficient by Three Aspects of Number subtest on the Fall Kindergarten Concepts of Math (KCoM)

	Pre- Pandemic (2019-20)	Current Year (2021-22)	2026-2027 Goal	Current Year Target +/-
Overall- Students who attended High 5	36%	34%	49%	+15 percentage points
Achievement Gap between Black, Indigenous and Students of Color and White Students who attended High 5	18 percentage points	18 percentage points	5 percentage points	Gap reduction of 13 percentage points
Black, Indigenous and Students of Color who attended High 5	33%	30%	48%	+18 percentage points
White Students who attended High 5	51%	48%	53%	+5 percentage points

2023 Legislative Agenda

Lobbyist Josh Downham

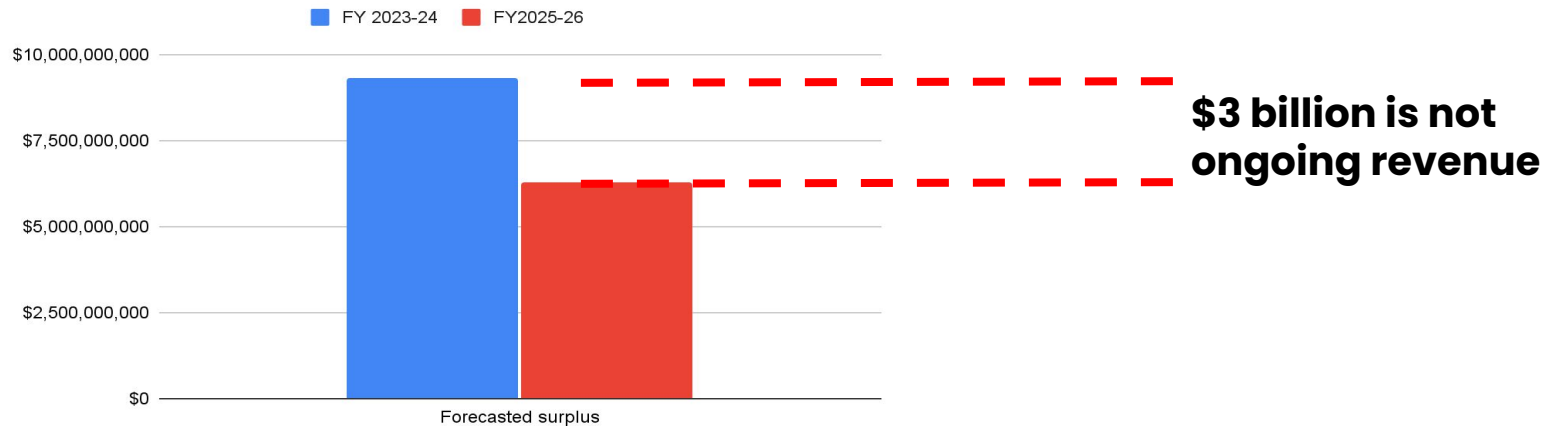
Key Dates and Events

- **November Election** – Governor, State House and State Senate
- **State Budget Forecasts** – Early December and Late February
- **January 3, 2023** – start of the 2023 legislative session
- **May 22, 2023** – Regular legislative session adjourns
- **June 30, 2023** – Fiscal year ends for state and school districts

Ongoing vs One-time Revenue

Not all of the \$9.3 billion projected budget surplus for FY 2023-24 is available to spend on costs that obligate the state in future fiscal years. \$3 billion may only be used on one-time costs.

Forecasted Budget Surplus



Focus Areas

- Stable, Predictable Funding
- Safe Schools and Communities
- Special Education Funding and Policy
- Stable, Healthy Engaged Families
- Equitable Access to Proven Programs and Supports

Stable, Predictable Funding

- Tie the general education aid formula to inflation
- Renew Voluntary Pre-Kindergarten funding and expand school-based pre-kindergarten programs so more families have access to all day PreK
- Allow elected school boards to renew existing operating and capital projects levies that have been approved by voters without requiring additional referenda elections

Safe Schools and Communities

- Triple safe schools funding with state aid and an equalized levy
- Support legislation to limit children's access to guns and provide more supports for students at risk of harming themselves or others

Special Education Funding and Policy

- Fully fund special education
- Address the mismatch of open enrollment and special education tuition billing statutes so resident district budgets do not take a disproportionate share of the cost
- Address the rapidly rising cost of special education tuition billing due to some schools' ability to bill back 100% of their costs
- Allow districts to access federal Medical Assistance for social work services

Stable, Healthy Engaged Families

- Support increases in state funding for Full Service Community Schools
- Expand funding for school-linked mental health grants
- Address the underfunding of transportation services for students experiencing homelessness and students in foster care
- Ensure access to safe and affordable housing for students and families

Equitable Access to Proven Programs and Supports

- Increase English Learner funding to close the funding gap
- Expand state support of teacher residency, recruitment and retention programs with a focus on teachers of color, special education, career and technical education, math and ESL/bilingual education
- Transfer district of residence to the serving district after one year for students who open enroll
- Make ethnic studies a state graduation requirement for high school students
- Support athletic directors association's proposal to incentivize athletic directors to seek professional certifications

Questions

High School Bell Times

Senior Officer Dr. Shawn Harris-Berry

Overview of CTE Goals

CTE goals as part of the Comprehensive District Design:

- Centralized CTE programming at schools based on building capacity and enrollment
- Improved centralized sites with state of the art facilities
- Equitable access to all MPS Career Pathway programs via citywide enrollment options
- Graduation requirements for fine arts, math, science and/or language arts are incorporated into CTE pathways to allow students flexibility in engaging in CTE

High school start time recommendation

- **Best case for equitable access** to full spectrum of CTE classes: aligned start- and end-times across MPS
- **Arriving at aligned schedules** will involve school staff this year and next
- **Recommended first step toward goal of aligned bell schedules:**
Common start time of 8:30 proposed for all comprehensive high schools
 - Six of 11 comprehensive high schools already have an 8:30 a.m. start time.
 - A common start time means students can access courses from across MPS.

Start times would change at these schools

School	Current Start/End	Start Time Change
Edison	8:15 a.m. - 3:00 p.m.	15 minutes later
Henry	8:05 a.m. - 3:10 p.m.	25 minutes later
Heritage	7:45 a.m. - 2:53 p.m.	4.5 instructional day/week sunsets
Roosevelt	8:10 a.m. - 3:00 p.m.	20 minutes later
Wellstone	8:10 a.m. - 3:00 p.m.	20 minutes later

CTE Class Schedule

STUDENT CONTACT DAY: 8:30am -3:00pm (6.5 hours)

CTE Schedule	
CTE Student A.M. Block	CTE Student P.M. Block
	8:30-12:25 -Start day at High School
Transport to CTE via Metro Transit from student home	12:25 - 12:55 pm Transport to CTE via MPS Shuttle
8:30 - 10:30 am A.M. Block	1:00 - 3:00 pm P.M. Block
10:35 -11:00 am Transport back to High School via MPS Shuttle	3:00pm Transport home or back to school via Metro Transit
11:00 am -End Day at High School	

School Bell Times Considerations

Schools should take the following into consideration with determining their 2023/24 bell schedule:

- Students' ability to access the CTE Centers
- Schools' specialized programming
- Contractual requirements

Summary of Proposed Changes

What?	<ul style="list-style-type: none">● Same start times (8:30 a.m.) for all schools● Potential for aligned bell schedule
Why?	<ul style="list-style-type: none">● Improved access to centralized CTE programming
When?	<ul style="list-style-type: none">● Start with the 2023–24 school year
What's next?	<ul style="list-style-type: none">● Board vote in December on start times● Schools determine length of school day, length of periods● Board would vote on any future recommendations to change school end times

Questions

SECTION 1:**AMENDMENT** “Policy 3290: Debt: Purposes And Limitations” of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

AMENDMENT

Policy 3290: Debt: Purposes And Limitations

1. **PURPOSE**

In order to provide a fiscally responsible capital cost management system and promote financial stability the district may be required to incur debt. It is incumbent upon the Board of Directors to govern the issue of debt to provide for the needs of the district, to act as reliable stewards of public funds and trust, and to appropriately respond to emergency circumstances that affect the district’s finances. The purpose of this policy is to establish under what circumstances debt may be incurred, the type of debt that is appropriate for specific purposes, the appropriate debt load of the district, the repayment schedule for debt and how the Board will respond to emergency financial circumstances.

2. **GENERAL STATEMENT OF POLICY**

- a. Upon approval from the Board of Directors and subject to the limitations below the District may incur debt to accomplish district purposes. Such purposes include financing capital projects, real property acquisitions, operating capital and other debt permitted by law.
- b. The District shall incur debt only in compliance with applicable law.
- c. Total district annual debt payment shall not exceed twenty percent (20%) ~~fifteen percent (15%)~~ of the district total operating revenue. Each fiscal year the Board of Directors shall review the financial needs of the district to set an operating target at or less than the twenty ~~fifteen~~ percent limit. Refinancing shall not be included in the 20% ~~15%~~ calculation.
- d. Each fiscal year the Board of Directors shall approve a debt repayment schedule that provides that seventy percent (70 %) of current debt shall be repaid within ten (10 years).
- e. In response to emergency circumstances the Board of Directors may by resolution temporarily suspend the approved debt to revenue ratio and the debt repayment schedule. Such a resolution shall specify the terms of such suspension, the temporarily approved debt to revenue ratio if applicable, and the temporarily approved debt repayment schedule if applicable.
- f. The District shall avoid using variable rate debt instruments. The Board of Directors may set a limit on the percentage of variable rate debt instruments permissible.
- g. The District shall avoid debt instruments that require a balloon repayment or that are back-loaded.
- h. The District shall avoid action that could reasonably be expected to negatively

affect the District's credit rating.

- i. All debt shall be issued through a competitive bidding process.
- j. The Superintendent is authorized to seek independent debt counsel. Any contracted debt counsel shall comply with all required disclosure and reporting rules.
- k. Instruments of debt may be reissued if doing so will benefit the district.

3. LONG TERM DEBT

- a. Long term debt may only be issued for capital projects, acquisitions or other long-term debt permitted by law.
- b. Long term debt shall not be used to capitalize expenses.
- c. Long term debt used for capital projects may not extend past the expected useful life of the project.
- d. Proposals to incur long-term debt must include, at minimum, the following information:
 - i. Intended purpose,
 - ii. Proposed term,
 - iii. Principal cost,
 - iv. Estimated interest cost and rate range,
 - v. Estimated issuance cost,
 - vi. Statutory or other authorization,
 - vii. Status of outstanding debt and impact of new issuance.

4. SHORT TERM DEBT

- a. Short term debt may be issued to provide operating capital in anticipation of receipt of taxes, Federal or State aid, or the sale of bonds.
- b. Proposals to incur short-term debt must include, at minimum, the following information:
 - i. Intended purpose,
 - ii. Proposed term,
 - iii. Principal cost,
 - iv. Estimated interest cost and rate range,
 - v. Estimated issuance cost,
 - vi. Statutory or other authorization,
 - vii. Status of outstanding debt and impact of new issuance.

5. RESPONSIBILITIES

- a. The Board of Directors shall annually review the debt portfolio of the district to assess the impact of district debt on taxpayers, and to determine:
 - i. that the risk level to the district is appropriate,
 - ii. that the correct type of debt is used for the stated purposes,
 - iii. that the correct debt to expense ratio is established and
 - iv. that the debt repayment schedule is appropriate.
- b. The Superintendent shall provide the Board of Directors with such financial reports as are necessary and prudent to inform the Board of district needs, the current status of district debt and supporting information regarding any proposed change in district debt.
- c. No less than annually the Superintendent shall provide a report on the debt

repayment schedule. The Superintendent shall include a report on debt in the annual budget report.

Original Adoption:

04/25/1967

Revision Dates:

10/09/1973, 02/26/1991, 09/20/2011

Legal References:

- Minn. Stat. §128D.11, Subd. 4 (School District Bonds: 30-year term)
- Minn. Stat. §128D. 16 (Short-Term Borrowing)

MPS Policy Cross References:

- Policy 3005 (Budget)
- Policy 7420 (Bond Indebtedness)

SECTION 1: AMENDMENT “Policy 6682: Emergency Health Care” of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

AMENDMENT

Policy 6682: Emergency Health Care

1. PURPOSE

Continuous and meaningful efforts to prevent incidents that lead to emergency situations are the greatest priority of the district. The purposes of this policy ~~is~~are to provide guidance to school district staff and parents in the event of sudden illness, accidental injury or emergency situations. ~~regarding a student’s health and to establish the district policy with regard to Do Not Attempt Resuscitation or Do Not Intubate (DNAR and DNI) orders that families may have established with their individual caregivers.~~ The policy is designed to guide district staff in their responsibilities to render emergency health care until the presence of a first responder relieves them, or until a minor situation is handled satisfactorily. The district recognizes that it serves students with complex health needs and that rules cannot be drawn for all situations in advance.

2. GENERAL STATEMENT OF POLICY

- a. Principals or site administrators of individual buildings or facilities shall disseminate emergency procedures to building staff.
- b. School personnel shall act promptly and intelligently in the event of sudden illness or injury. The goals of such actions shall be:
 - i. preservation of lives;
 - ii. prevention of further or additional injuries to the victim or others; and
 - iii. alleviation of pain.
- c. School personnel acting to address sudden illness or injury shall alert or shall cause another to alert, the Building Administrator of the emergency situation. Emergency 911 services will be alerted as soon as possible if necessary under the circumstances of the incident.
- d. School personnel shall act in accordance with the site emergency response plan including notifying members of the Site Emergency Team of any incidents.
- e. Parents of student victims of sudden illness and injury shall be notified as soon as possible.
- f. Subsequent treatment of the victim of sudden illness and injury after emergency care has been received is not the responsibility of the district, the school or the district employees responding to the emergency need.
- g. Off campus incidents where school staff are in a supervisory position to students shall be generally treated as though the event occurred at school, including a 9-1-1 emergency call as soon as possible, if warranted by the situation.

- h. Notwithstanding this district policy, Individualized Education Program (IEP) and Section 504 teams must develop individualized emergency care plans for students when appropriate in accordance with state and federal law.
- i. The school and district crisis support teams will be used as needed for student and staff support following an emergency.

~~3. DO NOT ATTEMPT RESUSCITATION (DNAR) AND DO NOT INTUBATE (DNI) ORDERS OR REQUESTS:~~

- a. ~~Definitions: For the purpose of this policy, the following definitions apply:~~
 - i. ~~“designated hospital” is the hospital selected by the parent, guardian, or medically fragile adult person to be used in case of an emergency. Any medical directive must include the name of the designated hospital, if one has been chosen. In the absence of a choice indicated on the medical directive, the District will refer all emergencies to Hennepin County Medical Center, or to the hospital directed by the first responders who arrive and take charge of the medical care of the ill or injured person.~~
 - ii. ~~“district health care staff” includes those district employees who are licensed health care providers, school nurses, registered nurses, nurse practitioners, licensed practical nurses and health services assistants.~~
 - iii. ~~“DNAR” A DNAR or Do Not Attempt Resuscitation request is a written directive to a physician signed by the parent or guardian of a medically fragile person, or an adult medically fragile person requesting that medical treatment be limited or withheld. It does not apply to emergency first aid procedures that are necessary to promote comfort or care.~~
 - iv. ~~“emergency first aid procedures” refers to those actions taken in the circumstances of an emergency health crisis or accident to provide care or treatment to an ill or injured person before regular medical aid can be obtained.~~
 - v. ~~“medically fragile person” means a person with serious, long-standing or emerging, progressive illness that are often life-threatening.~~
- b. ~~The primary mission of the District is education. DNAR/DNI orders are medical documents. District education staff shall follow all planned responses to emergency situations until relieved by district health care staff or emergency medical services. Planned responses include restoration of breathing, attempts to stem or stop bleeding, care or action to prevent shock, and physical and emotional comforting. District health care staff shall follow all medical orders including DNAR and DNI orders.~~
- c. ~~Parents, Guardians or adult students who present DNAR or DNI orders to District staff shall be directed to the school health office. School health staff will accept the order and place it on file for submission to emergency medical responders.~~
- d. ~~The School Nurse shall coordinate an individual health plan (IHP) with an appropriate team for every person for whom a DNAR or DNI order is received. Notice of receipt of a DNAR or DNI order at a school shall be given~~

- ~~to the District Nursing Supervisors, and appropriate school staff, including the principal and the affected student's teachers.~~
- ~~e. Questions or concerns regarding a DNAR or DNI order shall be referred to the District General Counsel.~~
 - ~~f. Upon arrival of emergency medical responders, the person's DNAR or DNI order shall be delivered to the responders by the Principal or principal's designee.~~
 - ~~g. Review of Orders Any DNAR or DNI order received by the school shall be reviewed by the school nurse with the IHP team no less than every eight (8) weeks.~~
 - ~~h. Rescission of Orders. If the parent, guardian or adult subject wishes to rescind a DNAR or DNI order, the parent, guardian or adult subject must notify the school's licensed school nurse in writing. Notice of receipt of such a rescission shall be given by the school nurse to the District Nursing Supervisors, the Principal and appropriate school staff. The licensed school nurse shall confirm the rescission order in writing to the parent, guardian or adult subject, the subject's medical provider and any designated hospital identified in the original DNAR or DNI order.~~

Original Adoption:

09/25/1973

Revision Dates:

02/23/1976, 11/24/2009, 08/13/2013

Legal References:

- 29 USC §794 et seq. (Rehabilitation Act of 1973, §504)
- 42 USC §§ 12101-12213 (Americans with Disabilities Act)

MPS Policy Cross References:

- Policy 4200 (Personnel Data)
- Policy 5690 (Student Data)
- Policy 6680 (Safety, Security and Emergency Crisis Management)
- Policy 6681 (Accident Prevention and Reporting)
- Policy 6691 (Communicable Diseases Affecting Students)
- Policy 6692 (Student Medication)
- Regulation 6682A: (Staff Responsibilities)
- Regulation 6682B: (DNAR/ DNI Plans)

SECTION 2: **ADOPTION** “Policy 6693: DNR-DNI Orders” of the Minneapolis Public Schools Policies & Regulations is hereby *added* as follows:

ADOPTION

Policy 6693: DNR-DNI Orders(*Added*)

1. PURPOSE

The school district recognizes that it is serving students with complex health needs. The school district also recognizes that school district staff may be confronted with requests to withhold emergency care of a student in the event of a life threatening situation at school or school activities or be presented with Do Not Resuscitate/Do Not Intubate (DNR-DNI) orders. The purpose of this policy is to provide guidance to school district staff and parents or guardians in these situations.

2. GENERAL STATEMENT OF POLICY

- a. The primary mission of the school district is education. DNR-DNI orders are medical documents. School district staff will not accept or honor requests to withhold emergency care or DNR-DNI orders. The school district will not convey such orders to emergency medical personnel.
- b. School district staff will provide reasonable emergency care and assistance when a student is undergoing a medical emergency during school or school activities.
- c. School district staff will activate emergency medical services (911) as soon as possible when a student is undergoing a medical emergency during school or school activities.
- d. The parent/guardian will be notified of the emergency as soon as possible.
- e. Notwithstanding this school district policy, IEP and Section 504 teams must develop individualized medical emergency care plans for students when appropriate in accordance with state and federal law.
- f. Parents/guardians who request that emergency care be withheld for their child or who present DNR-DNI orders, shall be advised of and shall be given a copy of this policy.

Original Adoption: Legal References:

29 U.S.C. § 794 et seq. (Rehabilitation Act of 1973, § 504)

42 U.S.C. §§ 12101-12213 (Americans with Disabilities Act)

Minneapolis Public Schools

List A: All Employees: Tuesday, November 15, 2022

Hiring - Licensed

Todd Aber	Las Estrellas Elementary	Teacher, Physical Education (DAPE)	10/3/2022
Melvin Baker	Northeast Middle	Teacher, Counselor	10/6/2022
Jesus Barrera	Whittier Elementary	Teacher, English Second Language	10/24/2022
Kristal Claire Borres	Webster Elementary	Teacher, Special Education	11/2/2022
Delina Brown-Jackson	FAIR High	Teacher, Counselor	11/7/2022
William Bryand	Cityview Elementary	Teacher, Physical Education	10/6/2022
Lindsay Caldwell	Jenny Lind Elementary	Teacher, Special Education	10/10/2022
Nazli Duru	Pratt Elementary	Teacher, High Five	10/25/2022
Erica Earls	Folwell Elementary	Teacher, Building Reserve	10/26/2022
Andrew Ferri	Ella Baker PK-8	Teacher, English	8/23/2022
Delaney Fletcher	Harrison Education Center	Teacher, Counselor	10/10/2022
Sarah Frohman	Pratt Elementary	Teacher, English Second Language	10/17/2022
Sara Fugarino	Contract Alternatives	Teacher, Special Education	10/19/2022
Laura Gandara-Chavez	Las Estrellas Elementary	Assistant Principal, Elementary	10/26/2022
Angela Guentzel	Folwell Elementary	Teacher, High Five	8/31/2022
Patrick Lacombe	FAIR High	Teacher, Social Studies	10/5/2022
Michael Leipold	Cityview Elementary	Teacher, Music	11/3/2022
Raven Lempke	South High	Teacher, Special Education	11/2/2022
Amelia Marquez	Edison High	Teacher, Social Studies	11/7/2022
Cazz Martin	Northeast Middle	Teacher, Health	10/24/2022
Jelani Mbalia	Anthony Middle	Teacher, Special Education	10/31/2022

Minneapolis Public Schools

List A: All Employees: Tuesday, November 15, 2022

Hiring - Licensed

Margaret McDonald	FAIR High	Teacher, Counselor	11/1/2022
Molly O'Meara	Health Services	Teacher, School Nurse	10/31/2022
Julie Ripplinger	Webster Elementary	Teacher, TOSA Literacy Specialist	10/10/2022
Julie Saul	Hall Academy Elementary	Teacher, Special Education	7/1/2022
Idil Shirdon	Whittier Elementary	Teacher, Social Worker	8/14/2022
Charles Smith	Washburn High	Teacher, Technology	10/24/2022
Leslie Smith Geissler	Teaching & Learning	Teacher, Reading	10/31/2022
Richard Widen	FAIR High	Teacher, Music	10/17/2022

Hiring - Non Licensed

Munira Ahmed	Engineers, Zone 1	Custodian	10/18/2022
Saida Alegria	CWS, Site Group 4 - Central East	Food Service Assistant	10/13/2022
Brittany Alexander	Youth & Adult Enrichment	Coordinator, Youth & Adult Programs	10/31/2022
Alinoor Ali	Dowling Elementary	School Success Program Assistant	11/14/2022
Devon Ames	Franklin Middle	Security Monitor	10/17/2022
Danielle Anthony	MPS Metro HA	Special Education Assistant	11/9/2022
Rahel Argaw	Pillsbury Elementary	Health Services Assistant	10/10/2022
Kezyah Athorn	Ella Baker PK-8	Associate Educator	8/29/2022
Alondra Ayala	Minneapolis Kids	Child Care Assistant	11/8/2022
Courtney Borgman	Lyndale Elementary	Special Education Assistant	10/24/2022
Quasha Burt	Transportation	Bus Aide	10/10/2022
Erika Campbell	CWS, Site Group 1 - Northwest	School Cook	10/13/2022

Minneapolis Public Schools

List A: All Employees: Tuesday, November 15, 2022

Hiring - Non Licensed

Anders Carlson	South High	Special Education Assistant	10/10/2022
Holly Carlson	Youth & Adult Enrichment	Coordinator, Youth & Adult Programs	10/24/2022
Keyshawn Childs-Evans	Engineers, Zone 2	Custodian	10/10/2022
Kirsten Christensen	Southwest High	School Secretary, Senior	10/31/2022
Angie Cisneros Rosero	Wellstone High	School Secretary	10/25/2022
Taniya Clark	Southwest High	Associate Educator	10/10/2022
Tellis Clark	Engineers, Zone 2	Custodian	10/10/2022
Lakaila Conley	Henry High	Special Education Assistant	10/25/2022
Nova Cortez	Franklin Middle	School Secretary	11/7/2022
Neida Diaz Mederos	CWS, Site Group 4 - Central East	School Cook	10/25/2022
Khadija Dirir	CWS, Site Group 4 - Central East	Food Service Assistant	10/13/2022
James Drakes	South High	Special Education Assistant	10/17/2022
Titilayo Fabunmi	Transportation	Bus Aide	10/18/2022
Ifrah Farah	Folwell Elementary	Associate Educator	10/31/2022
Maryan Farah	Special Ed Interpreters	Associate Educator	11/28/2022
Benjamin Farnam	Howe Elementary	Special Education Assistant	11/1/2022
Arthur Fields	Engineers, Zone 1	Custodian	10/10/2022
Kara Fritsche	Armatage Elementary	Health Services Assistant	10/31/2022
Alfred Garcia	CWS, Distribution	Truck Driver	11/1/2022
Tatiana Goulakova	Anwatin Middle	Special Education Assistant	9/27/2022
Amy Hansen	Edison High	Special Education Assistant	10/10/2022

Minneapolis Public Schools

List A: All Employees: Tuesday, November 15, 2022

Hiring - Non Licensed

Cynthia Harmon-Robinson	Henry High	Special Education Assistant	10/25/2022
Wendi Harmsen	Justice Page Middle	Office Assistant	11/2/2022
Shaunna Hill	River Bend Education Center	Special Education Assistant	10/17/2022
Kaia Hogan	Heritage Academy High	Health Services Assistant	10/25/2022
Cheryl Holcomb	CWS, Site Group 4 - Central East	Food Service Assistant	10/13/2022
Hamdi Hussein	Anwatin Middle	Special Education Assistant	10/10/2022
Conor Ike	Minneapolis Kids	Program Coordinator, Minneapolis Kids	10/4/2022
Melody Iron Eaglefeather	Early Childhood Education Program 1	Associate Educator	10/18/2022
Antanie Johnson	Engineers, Zone 2	Custodian	10/25/2022
Benjamin Johnson	Washburn High	Special Education Assistant	10/25/2022
Trina Kardell	Nellie Stone Johnson Elementary	Special Education Assistant	9/6/2022
Christopher King	Harrison Education Center	Special Education Assistant	10/25/2022
Jennifer Koskela	Bryn Mawr Elementary	Special Education Assistant	11/7/2022
Darry Larkin	Minneapolis Kids	Child Care Assistant	10/13/2022
Susan Leclaire	Early Childhood Education Program 1	Associate Educator	7/1/2022
Savannah Lemieux	Minneapolis Kids	Child Care Assistant	10/17/2022
Xong Lor	Loring Elementary	Special Education Assistant	10/17/2022
Holly Mattson	Dowling Elementary	Special Education Assistant	10/17/2022
Holly Mattson	Dowling Elementary	Special Education Assistant	10/5/2022
Cheryl Mcclellan	AVID Tutors	AVID Assistant	11/2/2022
Cheryl Mcclellan	AVID Tutors	AVID Assistant	11/2/2022

Minneapolis Public Schools

List A: All Employees: Tuesday, November 15, 2022

Hiring - Non Licensed

Matthew Mccollow	Waite Park Elementary	Special Education Assistant	10/17/2022
Sarah Mickelson	Bancroft Elementary	Associate Educator	7/1/2022
Jeremy Miller	Student Support Services	Director, Counseling Services & GEAR Up	10/4/2022
Kevin Miller	Harrison Education Center	Special Education Assistant	10/18/2022
Clifford Millien	Anwatin Middle	Special Education Assistant	10/13/2022
Murwo Mohamed	Marcy Elementary	Special Education Assistant	10/31/2022
Seamus Murray	Washburn High	Special Education Assistant	10/18/2022
Juventino Onofre-Cuate	Minneapolis Kids	Child Care Assistant	10/17/2022
Damika Parker	Bethune Elementary	Associate Educator	10/17/2022
Harlee Peterson	Kenny Elementary	Special Education Assistant	10/31/2022
Sally Peterson	Special Ed Program 3	Special Education Assistant	10/24/2022
Suzanne Quinnell	Engineers, Zone 2	Custodian	10/17/2022
Austin Ranzy	Engineers, Zone 1	Custodian	10/11/2022
Semela Rice	Engineers, Zone 1	Custodian	10/17/2022
Nicole Rodgers	Edison High	Special Education Assistant	11/1/2022
Eleanor Rose	Pratt Elementary	Health Services Assistant	10/10/2022
Jerell Scott	Harrison Education Center	Special Education Assistant	11/7/2022
Jerell Scott	Harrison Education Center	Special Education Assistant	11/7/2022
Nicholas Smith	Minneapolis Kids	Child Care Assistant	10/10/2022
Ahmed Soyano	Pillsbury Elementary	Associate Educator	10/18/2022
William Taleen	Sanford Middle	Special Education Assistant	8/25/2022

Minneapolis Public Schools

List A: All Employees: Tuesday, November 15, 2022

Hiring - Non Licensed

Suzanne Tema	Check and Connect	Associate Educator	10/10/2022
Allison Tennant	Whittier Elementary	Associate Educator	10/18/2022
Amy Thao	Early Childhood Education Program 1	Associate Educator	10/18/2022
Elizabeth Thomas	Ella Baker PK-8	Special Education Assistant	10/17/2022
Fatima Vite De Los Santos	Andersen Middle	Special Education Assistant	7/1/2022
Lanijah Warfield-Wright	Webster Elementary	Special Education Assistant	10/17/2022
Anthony Wilson	Kenwood Elementary	Special Education Assistant	10/18/2022
Kyuana Wilson	Engineers, Zone 2	Custodian	10/25/2022
Emily Yager	Lake Harriet Upper Elementary	Special Education Assistant	10/18/2022

Discharges

Licensed

Teacher	11-15-2022	2022-11-ER-5277
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Non-Licensed

Special Education Assistant	10-18-2022	2022-11-ER-5269
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Probationary Separations

Licensed

Teacher	12-04-2022	2022-11-ER-5339
Teacher	11-15-2022	2022-11-ER-5295

Licensed, Staff Reduction

Non-Licensed

Food Service Assistant	10-27-2022	2022-11-ER-5338
Associate Educator	10-27-2022	2022-11-ER-5337
Custodian	11-04-2022	2022-11-ER-5351

Non-Licensed, Staff Reduction

Licensed, Discontinuance of Contract

Layoffs

Licensed

Non-Licensed

Administrative Contract Non-Renewals

**AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND
Idream TV**

This Amendment (“Amendment”) to the Contract between Special School District No. 1 and Idream TV dated 10/13/2022 (“Contract”) is made and entered into by and between Special School District No.1 (“District”) and Intrado (“Contractor”) (collectively “parties”).

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law (“District”) and Idream TV (“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: 4400001353

1. *Original contract amount:* \$124,000
2. *Accumulative contract amount:* \$171,000

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

Section: Exhibit A and Section 3

Description: 1.1 and 3.1

Section 1:1 Virtual Hybrid Meeting Support for Professional Development sessions Estimate: 18 meetings. Extra board meetings for the Superintendent search.

Section 3:1 District total obligation to contractor under this contract, including compensation for goods, services, and reimbursement expenses shall not exceed \$ 171,000. Contracts 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: Ryan Strack

Title: Assistant to the Superintendent & Board

Date: _____

Click or tap here to enter text.:

Signature: *Edith K. French* 10/17/22

Name: Edie French

Title: CEO

Date: _____

**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 11/15/2022 (“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 8/3/2023 (“Contract”), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: 4400001418

1. *Original contract amount:* \$47,500
2. *Accumulative contract amount:* \$445,000

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

Section: 1.1 and 3.1

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

Total Obligation. District’s total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed \$445,000. 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.

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

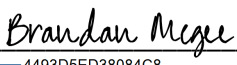
Name: Aimee Fearing

Title: Senior Academic Officer

Date: _____

Maxim Healthcare Services:

Signature: _____

DocuSigned by:

4493D5ED38084C8...

Name: Brandon McGee

Title: Assistant Controller

Date: _____

**SECOND AMENDMENT AMD 13877 TO CONTRACT MAS 13617 BETWEEN:
SPECIAL SCHOOL DISTRICT NO. 1 AND MEISA TRANSPORTATION**

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

WHEREAS, Special School District No. 1, a special a school district created and existing under Minnesota law (“District”) and Meisa Transportation ("Contractor") entered into a contract titled TYPE III TRANSPORTATION for a period between 11/1/2022 through 6/30/2023 (“Contract”), and

WHEREAS, the Parties now desire to amend the contract;

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

Section 3.1 of the Contract shall be amended to ADD \$1,000,000

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

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: _____

Title: _____

Date: _____

Meisa Transportation

By: Heslon Kagaruki

Name: Heslon Kagaruki

Title: Chief Manager

Date: 10/18/2022

**FIRST AMENDMENT AMD-13880 TO CONTRACT MAS-13618 BETWEEN:
SPECIAL SCHOOL DISTRICT NO. 1 AND METROPOLITAN
TRANSPORTATION NETWORK**

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

WHEREAS, Special School District No. 1, a special a school district created and existing under Minnesota law (“District”) and Metropolitan Transportation Network (“Contractor”) entered into a contract titled Student Transportation for a period between 11/1/2022 through 6/30/2023 (“Contract”), and

WHEREAS, the Parties now desire to amend the contract;

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

Section 3.1 of the Contract shall be amended to read add: \$3,000,000

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

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: _____

Title: _____

Date: _____

Metropolitan Transportation Network

By:  _____

Name: Midasso Gutama

Title: CFO

Date: 10/18/2022



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 Mind Foundry “Contractor” (collectively “parties”) to provide a qualified Out of School program to Minneapolis Students qualified for Targeted Services Eligible students in grades K-8 are provided instruction in Math and/or Reading by licensed teachers in extended day opportunities. Programming is provided in-person at Mind Foundry partner locations. Students who attend Extended Day programs have a greater chance of remaining on track to graduate.

TERM OF CONTRACT

- 1.1 This Contract is effective on 11/28/2022 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 6/30/2023, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2 Contractor understands that **NO WORK SHOULD BEGIN UNDER THIS CONTRACT** until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District’s Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor’s OWN RISK and as a volunteer.

2 SCOPE OF WORK

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

3 CONSIDERATION AND TERMS OF PAYMENT

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



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: 4400001600

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3.1 *Total Obligation*

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed \$253,400.00. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 *Frequency of Invoicing and Terms of Payment*

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

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

3.3 *Taxes.*

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

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

3.4 Fund Availability; Federal Funds Contingency.

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

4 GENERAL TERMS AND CONDITIONS

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

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

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

6 BACKGROUND CHECKS

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

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

7 DATA PRIVACY

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

8 OWNERSHIP OF MATERIAL

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

9 USE OF DISTRICT NAME OR LOGO

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

10 INDEPENDENT CONTRACTOR

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

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

11 WORKER HEALTH, SAFETY AND TRAINING

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

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

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

13 INSURANCE

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

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

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

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

14 INDEMNIFICATION

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

15 LIMITATION ON LIABILITY

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

16 CONFLICT OF INTEREST/CODE OF ETHICS

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

17 COMPLIANCE WITH LAWS AND DEBARMENT

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

18 TERMINATION

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

19 RETURN OF DATA

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

20 RECORDS MANAGEMENT AND MAINTENANCE

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

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

21 NOTICES/ADMINISTRATION

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

Special School District No. 1

Division: Extended Learning
Attn: Daren Johnson
1250 W Broadway
Minneapolis, MN 55411
Email: Daren.Johnson@mpls.k12.mn.us

CONTRACTOR

Mind Foundry
Phone: Mahad Ibrahim
Address: 200 Southdale Center, Edina, MN 55435
Email: mahad@mindfoundry.co

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: Daren Johnson

(Printed)

Title: Director of Extended Learning

Date: _____

CONTRACTOR NAME

Signature: 

Name: Mahad Ibrahim

(Printed)

Title: Director

Date: November 10, 2022

Exhibit A:

Deliverables:

Targeted Services Eligible students in grades K-8 are provided instruction in Math and/or Reading by licensed teachers in extended day opportunities. Programming is provided in-person at Mind Foundry partner locations.

Service Outcome:

Eligible students needing services in reading and/or math are provided academic support by licensed teachers in extended day Distance Learning or Hybrid model opportunities. Programming is available to those students in grades kindergarten through grade twelve. Students who attend Extended Day programs have a greater chance of remaining on track to graduate. Eligible students needing services in reading and/or math are provided academic support by licensed teachers in extended day Distance Learning or Hybrid model opportunities. Programming is available to those students in grades kindergarten through grade twelve. Students who attend Extended Day programs have a greater chance of remaining on track to graduate.

Method of Evaluation:

Teachers will complete pre-assessments and a Continuous Learning Plan at the start of the contract. Teachers also complete post- assessments and enter progress notes on the Continuous Learning Plan at the end of this contract cycle.

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

N/A

[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

Mahad Ibrahim

Name

CEO & President

Title

November 10, 2022

Date

**AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND
RATWIK, ROSZAK & MALONEY, P.A.**

This Amendment ("Amendment") to the Contract between Special School District No. 1 and Ratwik, Roszak & Maloney, P.A. dated 11/15/2022 ("Contract") is made and entered into by and between Special School District No.1 ("District") and Ratwik, Roszak & Maloney, P.A. ("Contractor") (collectively "parties").

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law ("District") and Ratwik, Roszak & Maloney, P.A. ("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: 440001446

1. *Original contract amount: \$95,000.00*
2. *Accumulative contract amount: \$195,000.00*

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

Section: Section IV - Terms

Description:

The School District shall compensate the Independent Contractor for services during the period July 1, 2022 through June 30, 2023, at a rate of \$220.00 per hour for senior attorney time including a minimum/maximum of \$300/\$5000 per case assigned, for a total amount not to exceed \$195,000.00 (One Hundred Ninety-Five Thousand Dollars and 00/100 Cents).

Independent Contractor's mid-level attorney time shall be billed at a rate of \$175.00 per hour, and paralegal/law clerk time shall be billed at a rate of \$110.00 per hour. Administrative time is not billable and is considered part of Independent Contractor's overhead business expenses that are not reimbursable by the School District. Independent Contractor shall assign School District work to their staff with the lowest hourly rate BUT with appropriate applicable licensing, education, and skills to perform said work.

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

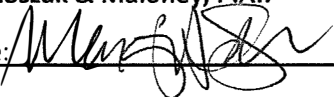
Signature: _____

Name: Amy Moore

Title: General Counsel

Date: _____

Ratwik, Roszak & Maloney, P.A.:

Signature:  _____

Name: Margaret Skelton

Title: Shareholder

Date: 10/18/22

**AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND
Stepping Stone Group**

This Amendment (“Amendment”) to the Contract between Special School District No. 1 and Stepping Stone Group dated 11/4/2022 (“Contract”) is made and entered into by and between Special School District No.1 (“District”) and Stepping Stone Group (“Contractor”) (collectively “parties”).

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law (“District”) and Stepping Stone Group (“Contractor”) entered into a contract titled CONTRACT FOR SERVICES for a period between 8/1/2022 through 8/3/2023 (“Contract”), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: 4400001481

1. *Original contract amount:* \$47,500
2. *Accumulative contract amount* \$147,000

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

Section: 1.1 and 3.1

Description: To provide skilled nursing services to fulfill nursing care and duties under scope of nurse licensure in the state of Minnesota through 8/3/2023

Total Obligation. District’s total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed \$147,000. 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.

SPECIAL SCHOOL DISTRICT NO. 1

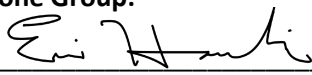
Signature: _____

Name: Aimee Fearing

Title: Senior Academic Officer

Date: _____

Stepping Stone Group:

Signature:  _____

Name: Eric Hamlin

Title: Click or tap here to enter text.

Date: 11/8/2022



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 UChicago Impact LLC “Contractor” (collectively “parties”) to provide the 5Essentials Survey and Cultivate Student Survey to Minneapolis Public Schools

TERM OF CONTRACT

- 1.1 This Contract is effective on October 1, 2022 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 30, 2025, 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 \$130,020 annually.



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SRM: 4400001596

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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 \$1,000,000 each claim and \$1,000,000 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: Minneapolis Public Schools
Attn: Jennifer Fair
1250 W Broadway
Minneapolis, MN 55411
Email: jennifer.fair@mpls.k12.mn.us

CONTRACTOR

UChicago Impact LLC
Phone: 773-834-0391
Address: 1313 E 60th St., Chicago, IL 60637
Email: waltonc@uchicago.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



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Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

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

22 NON-WAIVER

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

23 ASSIGNMENT

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

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

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

25 WARRANTY

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

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

26 SEVERABILITY

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

27 SURVIVABILITY

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

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name:

(Printed)

Title:

Date: _____

CONTRACTOR NAME

Signature: 

Name: Elliot M. Ransom

(Printed)

Title: Co-Chief Executive Officer

Date: November 8, 2022

Exhibit A:

Deliverables/Service Outcome/Method of Evaluation

See attached exhibit

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Upon execution of this agreement, Special School District No. 1 shall be responsible for timely payment of all fees. Twenty-five percent (25%) of the total amount owed under this agreement shall be due upon the Execution of the Contract. Twenty-five percent (25%) of the total amount owed under this agreement shall be due upon delivery of fall Cultivate Reports. Twenty-five percent (25%) of the total amount owed under this agreement shall be due upon 5Essentials survey window close. The final payment of twenty-five percent (25%) shall be due at the delivery of the Spring 5Essentials reports.

[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

Research, Evaluation, Assessment & Accountability
1250 W. Broadway Ave.
Minneapolis, MN 55411
Phone: 612.668.0570; Fax: 612.668.0575



EXHIBIT D: DATA SHARING AND CONFIDENTIALITY AGREEMENT

DSA-2023-04 Contract: SRM – 44XXXX Effective Date: October 1, 2022 Expires: June 30, 2025

The Research, Evaluation, Assessment and Accountability Department (“REAA”) of Special School District No. 1 (“District”) initiates and coordinates various testing programs and survey administrations. District data including, but not limited to, the following must remain secure: test items, survey items, information about students, information about Minneapolis Public Schools (MPS) teacher members, and survey results.

To protect the security of the survey respondents and results (and/or all data), this binding data sharing agreement between Special School District No. 1 (“District”) and UChicago Impact (“Vendor”) is entered into to ensure that all data Vendor handles on behalf of the District (whether for the District's REAA department or any other department or individual for the District) remains private secure, and confidential.

District shall provide to Vendor materials, including raw data, for the purpose of preparing and disseminating the 5Essentials Survey and Cultivate Survey to identified MPS schools (staff on teacher contract and students grade 5-12) (“Survey”).

Vendor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its Survey, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees, parents/guardians, 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 Statutes Chapter 13, and the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and 34 C.F.R. Part 99. The remedies in Minn. Stat. § 13.08 apply to the University of Minnesota. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

Vendor's responsibilities include, but are not limited to, ensuring that all student/teacher information and survey responses will be treated as confidential information. Such information will not be discussed, shared, or in any way released unless needed to perform the task for which Vendor was selected or without prior written consent of District.

The responsibilities of Vendor and the Survey include, but are not limited to, the following:

- a) Ensuring 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 Survey which Vendor is conducting;
- b) Ensuring that no copies of data are made. If copies are made, all copies must be shredded or returned to the District's Research, Evaluation, Assessment & Accountability (“REAA”) Department;
- c) Establishing policies and procedures to protect the confidentiality of the data, including secure transmission of all data files;
- d) Securely destroying all data at the end of the project;
- e) Informing the REAA Department, in writing, about any data breach that occurs (letter must include specific information about what happened, when, and proposed method for resolving the issue);
- f) Allowing the District to review and approve any reported results, prior to public distribution.

Additionally, Vendor agrees to release, defend, indemnify, and hold harmless the District, its board, officers, students and their parents/guardians, 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 Vendor's negligent acts or omissions. 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. Vendor agrees to communicate these responsibilities to all employees and agents.

Further, the information provided by the District to conduct the Survey will be received and maintained according to state and federal statutes regarding data privacy rights. Any facts or information that could be useful in identifying such individuals or families or that is associated only with particular individuals or families are deemed private information. Vendor agrees that it will not reveal such private information, regardless of how acquired, to any person outside the sanctioned project employees unless such person has been authorized by the District to have access to the information. Vendor further understands that this agreement shall continue to bind it even after the Survey is completed and/or should the parties' affiliation with the Survey be terminated. Any unauthorized use or disclosure of any private or confidential information is a breach of the terms of this agreement and may subject Vendor to court action by the District or individuals impacted.

This agreement is signed as an independent agent working on a district approved research/evaluation Survey or other related educational purpose. The information obtained during the course of this project is for the sole purpose of providing information to complete the Survey. All identifying information must be kept secure and confidential the entirety of the project and destroyed once all summative reports are completed.

Minneapolis Public Schools will share the following individual, identifiable student data elements, school elements, and teacher elements with UChicago Impact.

Variable Name	Definition	Roster Type
district_school_id	School level identifier as defined by the district, unique for each school.	School
school_address	Physical address of the school.	School
school_city	City in which school is located.	School
school_postal	School postal code.	School
group_name	Name of group, if applicable, that the school belongs to. Groups can be defined by predetermined criteria set by the district, neighborhood boundaries or other criteria. Schools can also be grouped by Assistant Superintendent or other configuration but must be included in roster file.	School
school_grades_served	The grade levels served by the school.	School
principal_first_name	Principal's first and last name.	School
principal_last_name		
principal_email	Principal's email address.	School
alt-admin_first_name	Assistant Superintendent or Executive Director's first and last name.	School
alt-admin_last_name		
alt-admin_email	Assistant Superintendent or Executive Director's email address as specified by the district.	School
district_school_id	School level identifier as defined by district, unique for each school. This ID should align to the ID used on the school roster.	Student
student_id	Student's numeric identifier, unique by district.	Student

birthdate	Student's date of birth. Expected format: MM/DD/YYYY.	Student
first_name	Student's first name.	Student
last_name	Student's last name.	Student
grade	Grade level of student. Expected values: 4-12.	Student
gender	Student's gender. Expected format: "M" (male), "F" (female), "NB" (nonbinary), "AC" (additional gender category not listed), "PNTA" (prefer not to answer)	Student
Individualized Education Plan (IEP)	Please indicate that the student has an Individualized Education Plan (IEP) by entering a "1" in the corresponding field. If they do not have an IEP, please enter a "0" in the field. This information is often classified under FERPA. Please refer to your district's policies regarding providing this information.	Student
Free and Reduced Lunch (FRL)	Please indicate whether or not the student receives Free and Reduced Lunch (FRL) by inputting a "1" in the corresponding field. If FRL does not apply, please enter a "0".	Student
English Language Learners (ELL)	Please indicate whether or not the student is classified as an English Language Learner (ELL) by inputting a "1" in the corresponding field. If ELL status does not apply, please enter a "0".	Student
Race	Student's Race. Expected categories: American Indian/Native Alaskan, Asian, Native Hawaiian/Pacific Islander, Hispanic, Black/Non-Hispanic, White/Non-Hispanic, Two or More Races	Student
district_school_id	School level identifier as defined by district, unique for each school. This must be the same as the identifier used on the school roster.	Teacher
first_name	Teacher's first name.	Teacher
last_name	Teacher's last name.	Teacher
teacher_id	A unique identifier for the teacher as defined by the district.	Teacher
teacher_email	Teacher's email address as specified by district/school.	Teacher
position	Teacher's position in the school (used to verify survey eligibility)	Teacher
grade	Primary grade level taught by teacher. Only list one grade; if teacher teaches multiple grades, please leave blank.	Teacher

Schools to be included in the preparation and administration of the 5Essentials Survey and Cultivate Survey are included in Exhibit F: Participating Schools.

UChicago agrees to:

- Communicate these responsibilities to all employees and agents.
- Maintain data privacy as outlined in this agreement.
- Provide the District with a cleaned individual-level student data extract that includes scoring on all measures, essentials, overall, and any additional constructs added by the District within four weeks of 5Essentials and Cultivate data delivery.
- Release MPS/District results to outside parties only with prior written consent of District.
- Respond to any concerns, questions, or issues from the District within 24-72 hours during the survey window.
- Use only de-identified survey data obtained from District for reporting or analysis of normative data.

District (MPS) agrees to:

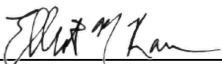
- Allow Vendor to use de-identified 5Essentials Teacher Survey data, 5Essentials Student Survey data, and Cultivate Survey data in internal reporting and/or analysis of normative data.
- Communicate survey window to participating schools a minimum of two (2) months before the confirmed survey window.
- Provide custom survey content/edits¹ and translations (if applicable), exceeding no more than

three (3) questions banks, as determined by the District, to Vendor a minimum of four (4) weeks before the confirmed survey window.

- Provide Vendor with rosters a minimum of four (4) weeks before the scheduled survey window open date; rosters delivered after this timeframe may will result in a rush delivery fee.

¹ Minor text changes, e.g., single word and or punctuation, etc., will be executed at no additional cost. Changes resulting in new programming or substantially changing the meaning of existing content is subject to a one-time programming fee.

UCHICAGO IMPACT, LLC



Elliot Ransom
Co-Chief Executive Officer

November 8, 2022

Date

SPECIAL SCHOOL DISTRICT NO. 1

Sarah Hunter
Executive Director of Strategic Planning

Date

EXHIBIT E: MATERIALS AND SERVICES

Section 1. 5Essentials and Cultivate Administration

Contractor will administer the 5Essentials Survey and Cultivate Student Survey to all schools specified by the District provided that school rosters are cleaned and received by the associated roster deadline. The surveys will be administered using the UChicago Impact Survey Administration Tool during the 2022-2023 school year, and the two subsequent years. This tool provides online access to the 5Essentials Student and Teacher Surveys and Cultivate Student Survey.

A. School Rosters and Confidentiality

- i. District is responsible for communicating about the roster collection process to all schools. Contractor will work directly with District to acquire rosters in the correct format for all a) schools, b) principals, c) students and d) teachers. Rosters provided without all appropriate and applicable rosters will not be able to take the survey. District will provide any information necessary for additional reporting features (e.g., grade configuration, Associate Superintendent, etc.) in roster template provided.
- ii. Student and teacher identification will be kept confidential and stored on secure servers for both outreach and survey administration. Only Contractor staff and agents necessary for administration of the survey will have access to student and teacher identifiers during administration.
- iii. Once data collection is complete, student and teacher names will be permanently deleted, as will teacher email addresses. Contractor will never transmit teacher identifiers to anyone; the only identifiers that will exist for teachers are an internal random ID that is used for scoring; this ID is not connected to their identity or to their responses in subsequent survey administrations.

B. Survey Coordinators

In addition to the principal, each school may designate a coordinator to assist with facilitation of the survey. The principal and coordinator will receive a short manual detailing their roles and responsibilities for survey administration.

C. Student Survey Administration

Students will login to their survey using a district/school assigned student ID and their birth date. Students have the right to omit responses to any question. The survey will be available to students in grades 5-12.

D. Teacher Survey Administration (5Essentials Only)

Teachers will access the survey using a randomly assigned username and password issued by the UChicago Impact Survey Administration Tool. The survey will be available to all Pre- kindergarten to High School teachers. Teachers have the right to omit responses to any question.

E. Response Rate Monitoring

The UChicago Impact Survey Administration Tool will provide weekly response rate updates to DISTRICT, district/charter administrators, principals and survey coordinators. The Tool will also allow users to check response rates at any time.

- i. To receive teacher data, schools must have at least 50% of teachers start the survey and

have at least eight (8) valid respondents per item.

- ii. To receive student data, schools must have at least 50% of students start the survey and have at least 10 valid respondents per item.

Section 2. 5Essentials Scoring

Contractor will score survey data from participating schools using a process developed at the University of Chicago Consortium on School Research (UChicago Consortium). The 5Essentials Scoring process creates school-level scores that minimize error by removing invalid responses using Rasch Analysis. 5Essentials Scoring allows school results to be compared from one year to the next and puts all schools within a grade level on the same scale, allowing schools with strengths and challenges to be identified.

Section 3. Cultivate Scoring

Contractor will score survey data from District using a process developed at the University of Chicago Consortium on School Research (UChicago Consortium). Cultivate measure scores are calculated based on the percentage of respondents in the two most positive categories minus the percentage of respondents in the two least positive categories. Raw scores are then translated into a summary score.

Section 4. Survey Implementation Support

Contractor will provide recorded webinar support for participating school's leadership teams. The first webinar is an orientation to the 5Essentials and provides participants with a deeper understanding of the history, research, and mechanics of the 5Essentials, including information to support a successful survey administration and promote high levels of participation. The second webinar prepares school leadership teams to receive their results by discussing the scoring process and providing a demonstration walkthrough of the 5Essentials Reporting Site.

Section 5. 5Essentials and Cultivate School Reports

Schools receive a set of individualized, web-based reports that offer a comprehensive picture of school quality and provide a framework for understanding the hundred-plus survey questions. These reports include:

- A. Performance on the 5Essentials, shown in color-coded, easy to read diagrams.
- B. Changes in school performance over time on individual Measures and Essentials. 5Essentials trends are available after each annual administration. Cultivate trends are available within the school year, after the successful completion of a fall and spring administration.
- C. A 1-year license to access their report online. Upon renewal each year, schools will receive an additional year of access.

Additional reporting will be provided as agreed upon by Contractor and MPS (e.g., reporting by grade level within school, by school grade configuration, and by Associate Superintendent).

Section 6. Report Release

Reports will be available on a password protected basis to District and participating schools principals at the end of the 4-6-week scoring window. Links between identifying teacher information (e.g., name, ID) and survey responses will be erased within 8 weeks of survey completion. Access to the

reports will be available to district administrators and principals prior to a broader release. Reports will be made publicly available upon request; the final release date will be determined by District. The web address provided for reports will be <https://www.5-essentials.org>.

Section 7. 5Essentials and Cultivate Data

Contractor will provide District with data files in Microsoft Excel format. These files include school- level response rates and results on Measures and Essentials, and identifiable student-level data on each survey item.

Section 8. Data Use

UChicago Impact may use de-identifiable Data for internal reporting and/or analysis of normative data.

Section 9. District Expectations

Please see Exhibit D.

¹ Minor text changes, e.g., single word and or punctuation, etc., will be executed at no additional cost. Changes resulting in new programming or substantially changing the meaning of existing content is subject to a one-time programming fee.

EXHIBIT F: PRICING

COMPONENT	UNIT PRICE	UNITS ²	PRICE
5Essentials and Cultivate System Includes: <ul style="list-style-type: none"> ▪ 5Essentials Surveys <ul style="list-style-type: none"> ○ Data on the Five Essentials, 22 Measures, and over 150 questions ○ Measures predictive of student and school outcomes. ○ Access to additional question and measure banks³ ○ One online administration annually ▪ Cultivate Student Survey <ul style="list-style-type: none"> ○ Data on nine Classroom Conditions, seven Mindsets, two Learning Strategies and Motivation ○ Two (2) online survey administrations annually ▪ 5Essentials Scoring <ul style="list-style-type: none"> ○ University of Chicago test scoring process ○ Respondent algorithm to remove intentionally or unintentionally inappropriate responses ○ Predictive of school improvement changes ○ 4-6-week turnaround time ▪ Cultivate Scoring <ul style="list-style-type: none"> ○ University of Chicago tested scoring process ○ 4-week turnaround time ▪ 5Essentials and Cultivate Reports <ul style="list-style-type: none"> ○ Online reporting system for each school ○ Trends ○ 1-year license for administrators and principals ▪ 5Essentials and Cultivate Data <ul style="list-style-type: none"> ○ Essentials and measures school-level data file ○ Survey question responses school-level data file ○ Identifiable student-level data on each survey item ▪ 5Essentials Standard Support <ul style="list-style-type: none"> ○ Webinar One: 5Essentials Orientation ○ Webinar Two: Receiving Your Results: Scoring and Reporting Overview ○ Online Resource Library ○ Online Notes and Action Planning Templates ▪ 5Essentials Student Subgroup Bundle <ul style="list-style-type: none"> ○ English Language Learners (ELL) ○ Individualized Education Plan (IEP) ○ Free/Reduced Lunch (FRL) ○ Race/Ethnicity 	\$2,200	66	\$145,200
5Essentials & Cultivate System Subtotal			\$145,200
Multi-Year Discount			(15,180)
Annual Total⁴			\$130,020

² A unit is equivalent to one school.

³ The addition of supplemental measures is embedded into the cost for the 5Essentials System; however, any questions added beyond supplemental content will result in a fee to cover programming, scoring and reporting costs

⁴ Final pricing will be determined by actual number of units delivered (training sessions, schools, etc.)

EXHIBIT G: TIMELINE¹

Service	Description	Timeline
Logistics	District will supply UChicago Impact with introductions to a dedicated project managers who will serve as the main contact for the duration of the 5Essentials and Cultivate Survey Implementations. MPS personnel will work to supply school rosters to UChicago Impact and verify rosters for accuracy.	<p>October - November 2022</p> <p>Fall Roster Deadline: 11/16</p> <p>Winter Roster Deadline: 12/1</p> <p>Spring Roster Deadline: 2/2</p>
Fall Cultivate Administration	UChicago Impact will administrate the Cultivate Student Survey to the District	November 29 – December 16, 2022
Fall Cultivate Scoring	UChicago Impact will score surveys.	December 19, 2022- January 20, 2023
Fall Cultivate Reporting	UChicago Impact will provide access to online reports to district leadership.	Week of January 23
5Essentials Survey Administration	UChicago Impact will administer the survey to District schools.	January 10 – February 2, 2023
5Essentials Scoring	UChicago Impact will analyze and score surveys.	February 6 – March 3, 2023
5Essentials Reporting	<p>UChicago Impact will provide MPS with access to the survey reports, and school level data files.</p> <p>UChicago Impact will meet with District to review results and determine school rollout schedule.</p>	Week of March 6, 2023
Spring Cultivate Administration	UChicago Impact will administrate the Cultivate Student Survey to the District	March 7 – 31, 2023
Spring Cultivate Scoring	UChicago Impact will score survey.	April 3 – 28, 2023
Spring Cultivate Reporting	UChicago Impact will provide access to online reports.	Week of May 1, 2023

¹The Implementation timeline for the 2022-2023 school year may be modified upon mutual agreement of both parties. The timeline for SY24 and SY25 will be determined in each respective year.

EXHIBIT H: PAYMENT SCHEDULE¹

Key Milestone	Amount Due	Approximate Timing
Execution of the Contract (or anniversary of contract execution for multi-year agreements)	25% of projected total contract value	October 3, 2022
Delivery of Fall Cultivate Reports	25% of projected total contract value	December 22, 2022
Closing of 5Essentials Survey Window	25% of projected total contract value	February 2, 2023
Delivery of 5Essentials Reports	Remaining contract balance (approximately 25%)	June 5, 2022

¹The payment schedule for SY24 and SY25 will be based upon the implementation timeline established by both parties.

EXHIBIT I: PARTICIPATING SCHOOLS

The following schools are participating in the 5Essentials Survey for the 2022-2023 school year.

District School ID	5Essentials	Cultivate	School Name
331	X	X	Andersen United Middle School
179	X	X	Jefferson Global Studies and Humanities
225	X	X	Anishinabe Academy
300	X	X	Anthony Middle
309	X	X	Anwatin Middle
103	X	X	Armatage Elementary
105	X	X	Bancroft
217	X	X	Barton Community
107	X	X	Bethune Arts Elementary
353	X	X	Longfellow Alternative
249	X	X	Bryn Mawr Community
110	X	X	Burroughs Community
293	X	X	Cityview Elementary
180	X	X	Dowling Elementary
352	X	X	Edison High
260	X	X	Emerson Dual Language
347	X	X	FAIR School for Arts
218	X	X	Field
222	X	X	Folwell Elementary
327	X	X	Franklin STEAM Middle
256	X	X	Green Central Dual Language
123	X		Hale Community
287	X	X	Hall STEM
382	X		Harrison Education Center
354	X	X	Henry High
390	X	X	Heritage STEM Academy
130	X		Hiawatha Community
224	X	X	Hmong International Academy
132	X	X	Howe (Hiawatha Community)
151	X	X	Jenny Lind Elementary
135	X	X	Kenny Community
136	X	X	Kenwood Community
104	X		Lake Harriet Community - Lower
219	X	X	Lake Harriet Community - Upper
220	X	X	Lake Nokomis Community - Keewaydin
167	X		Lake Nokomis Community - Wenonah
140	X	X	Loring Community

282	X	X	Lucy Laney
144	X	X	Lyndale Elementary
223	X	X	Marcy Arts Elementary
421	X	X	MPS Online K-12
288	X	X	Nellie Stone Johnson Community
375	X	X	North High School
316	X	X	Northeast Middle
152	X	X	Northrop Community
318	X	X	Olson Middle
155	X	X	Pillsbury Community
156	X	X	Pratt Community
323	X	X	Justice Page Middle
625	X		River Bend Education Center
360	X	X	Roosevelt High
324	X	X	Sanford Middle
221	X	X	Seward Montessori
161	X	X	Sheridan Dual Language Elementary
362	X	X	South High
364	X	X	Southwest High
685	X		Stadium View
193	X	X	Sullivan STEAM School
380	X		Transition Plus
165	X	X	Waite Park Community
368	X	X	Washburn High
363	X	X	Wellstone International High
289	X	X	Whittier Elementary
170	X	X	Windom Elementary
183	X		Wilder ECSE
215	X	X	Webster

**AMENDMENT 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 11/15/2022 ("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 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:* \$240,000

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

Sections: 1.1 and 3.1

1.1 – Description: - Provision of mental health services into Sullivan STEAM School.

3.1 – Total Obligation: District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed \$240,000. 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.

SPECIAL SCHOOL DISTRICT NO. 1

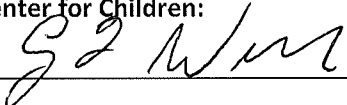
Signature: _____

Name:

Title: Board Chair

Date: _____

Washburn Center for Children:

Signature: 

Name: Craig Warren, MA

Title: Acting CEO

Date: 10/10/20

**Special School District Number 1
Board of Education Resolution**



Resolution No. 2022-0065
November 15, 2022

Resolution Authorizing Application to the Hennepin Youth Sports Program Grant for Artificial Turf Field Replacement at Washburn High School

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

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

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby confirms and authorizes the following:

1. The estimate of the total cost of developing PROJECT shall be \$990,000. The LGU is requesting \$300,000 from the Hennepin Youth Sports Program and will assume responsibility for providing matching funds of \$690,000.
2. LGU is the owner of the property where the PROJECT is located. The LGU will own the property where PROJECT is located for at least the functional life of the facility, which is estimated to be 15 years. The PROJECT may not be converted to a non-public or non-recreational uses within this time period without the approval of Hennepin County.
3. LGU agrees to assume one hundred (100) percent of operational and maintenance costs for PROJECT, and will operate PROJECT for its intended purpose as stated in the PROJECT application for the functional life of the facility.
4. LGU agrees to enter into necessary and required agreements with Hennepin County for the specific purpose of developing PROJECT and managing its long-term operation.
5. That the Board Chair and/or Superintendent of LGU is authorized and directed to execute the application for the Hennepin Youth Sports Program grant.

ADOPTED this 15th day of November 2022.

Kim Ellison, Chair

Nelson Inz, Clerk

RECORD OF BOARD VOTE (2022-0065)				
DIRECTOR	AYE	NAY	ABSTAIN	ABSENT
Arneson				
El-Amin				
Ali				
Cerrillo				
Inz				
Jourdain				
Booker				
Caprini				
Ellison				

2022

Facility Grant



Athletic Field Artificial Turf Replacement

At

Washburn High School

Submitted by:



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Project Summary

Minneapolis Public Schools and Hennepin Youth Sports Grant Program has a strong partnership supporting youth and creating opportunity in Minneapolis going back multiple years. This began in 2011 with Minneapolis Public Schools partnering with Hennepin Youth Sports Program to install artificial turf at Washburn High School. From 2013-2016, Minneapolis Public Schools partnered with Hennepin Youth Sports Program to develop community fitness centers at each of the high schools in Minneapolis Public Schools district. From 2017-2019, Minneapolis Public Schools partnered with Hennepin Youth Sports Grant Program to install artificial turf and renovate the field facilities at South High School and North High School. In 2020, we were able to renovate our track surface at Henry High School thanks to this grant program. Last year, we were able to renovate the gymnasiums at Andersen United Middle School. Along the way, Hennepin Youth Sports Program has assisted many sports programs at our schools and created fantastic opportunities for our students by awarding equipment grants.

This year, Minneapolis Public Schools Athletics and Facilities departments will replace the artificial turf surface at Washburn High School's athletic facility, MacQuarrie Field. The artificial turf has begun to show signs of wear and tear that are expected of a field of that age. The turf itself has started wearing down, so that there is more rubber fill showing than there is supposed to be. The turf feels slightly loose when you are running on it, which is a bad thing. Some places even have small tears and can be pulled up from the ground. Safety for our kids is the utmost importance for our athletic facilities, so we have moved up the turf replacement by a calendar year to show it is a priority.

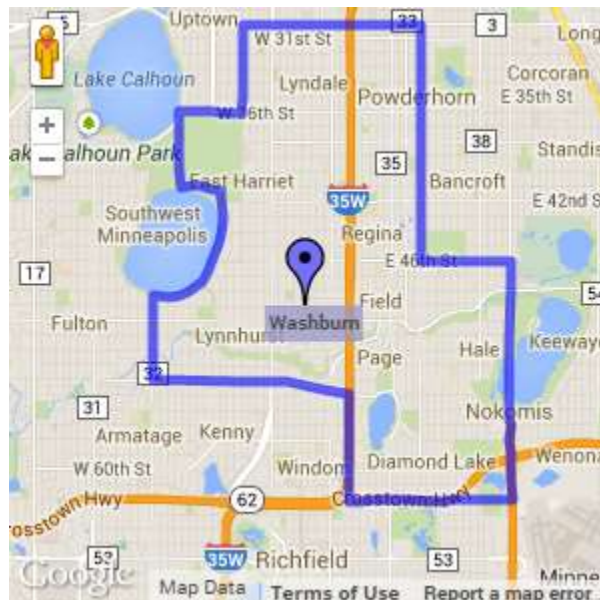
Washburn's athletics programs have long been a source of pride for the community. Football has traditionally been a winning powerhouse, and the boys and girls soccer programs have risen to excellence and state tournament appearances in recent seasons. The cross country and Nordic teams are state tournament placers. Having a state of the art facility helps us to build upon this success and increase opportunities for Minneapolis Public Schools' students and the Washburn community.

Along with the field renovation, Minneapolis Public Schools will also be completing other improvements at the Washburn High School athletic field. The track surrounding the athletic field will be replaced and resurfaced, although that cost is not included in the grant request.

Geographic Location Map

Washburn High School is located in the Tangletown neighborhood at 200 West 49th Street in Minneapolis.

Washburn High School is located in Hennepin County Commissioner District 4.



Site Plan - Washburn High School Athletic Field



Timeline

Project Phase	Suggested Completion Date
Grant Submitted	November 2022
Design work completed	November 2022
Receive bids	December 2022
BOE Construction Contract Approval	January 2023
Pre-Construction Activities	March 2023
Construction start	June 2023
Construction substantial completion	August 2023
Warranty period ends (one year)	August 2024

Project Budget (Turf Field)

PROJECT BREAKDOWN		
Description	Costs	Percentage
Base Preparation	\$ 210,000	21%
Artificial Turf Cost	\$ 360,000	36%
Installation	\$ 230,000	23%
Track Resurfacing	\$ 100,000	10%
Design and Project Management Fees	\$ 90,000	10%
TOTAL	\$ 990,000	100%
FUNDING SOURCES	Amount	Percentage
Hennepin Youth Sports Program Grant	\$ 300,000	30%
Minneapolis Public Schools Match	\$ 690,000	70%
TOTAL	\$ 990,000	100%

Partnerships

The Washburn High School athletic field is a premiere community asset and allows Minneapolis Public Schools to open up the field to community use with expanded hours provided by the replacement of artificial turf. Outside of the many Washburn athletic teams that use the field, there are local soccer youth groups, futsal league, youth football leagues, and ultimate Frisbee clubs that we have partnerships with to allow access to the field.

Increased capacity

Replacing the artificial turf field at Washburn High School will provide up to 2,000 hours of utilization a year. Having an artificial turf means that the field can be used in all types of weather without ruining the field. The additional hours of programming will allow for expanded use by community groups and the Minneapolis Park and Recreation Board as we expand partnerships. There is significant unmet demand for quality field time in Minneapolis by soccer, lacrosse, football, and other field teams. By developing the capacity at each high school for expanded participation on the artificial turf fields, Minneapolis Public Schools will increase capacity in the community for the various athletic groups.

Improved conditions

The replacement of artificial turf at the Washburn High School athletic field will provide for significantly improved playing conditions as well as increased capacity. The artificial turf field is used in all seasons and conditions. Currently there is a lot of fill in on the turf as the turf has worn away, so it doesn't play as well as it has in the past. The field turf can be pulled up in some areas, creating safety hazard and there are slight rips in the turf. There is a safety test for artificial turf known as the GMAX test, and while the field currently passes the test, if it is not replaced in accordance to our timeline, the usage would have to be greatly reduced in the future. By replacing the turf, our students and community will have a top of the line athletic field.

Matching funds

Minneapolis Public Schools is committed to renovating the Washburn athletic field facility this upcoming year for the safety of our students and the goal of creating positive opportunities for all of our kids across the district. MPS will commit matching funds of \$700,000 for the renovation project at Washburn, which consists of the replacement of the full artificial turf athletic field, and includes \$100,000 for resurfacing of the surrounding track.

Community Support

Washburn High School has a passionate and supportive community. The project to renovate and enhance the Washburn High School athletic field is fully supported by the community. A community engagement process by Minneapolis Public Schools will seek to get all of the community involved to make sure that the athletic field will meet the district and community needs for the next 20 years. A similar engagement process will be utilized for all the athletic field projects in order to assure community support for the projects.

Letters of support attached from the following community members:

Dr. Emily Lilja Palmer, Washburn Principal

Cheryl Urbaniak Peterson, Washburn Girls Soccer Coach, Alumni, Parent

Michelle Nelson, LICSW, Head Cheerleading Coach

Number of youth served and user demographic characteristics

School Demographics

Student Population (Report Date: October 3, 2022)

School Name	Total Student Population (SY22)	Total Student Population (SY23)
Washburn High School	1614	1690

Racial/Ethnic Percentages of Students (Report Date: October 3, 2022)

School Name	Native American	African American	Asian American	Hispanic American	White American	2 or more	Total Student Count
Washburn High School	1 %	20 %	4 %	15 %	58 %	2 %	1690

Free/Reduced Lunch Percentages (Report Date: October 1, 2021)

School Name	Free/Reduced Lunch Percent
Washburn High School	29.4%

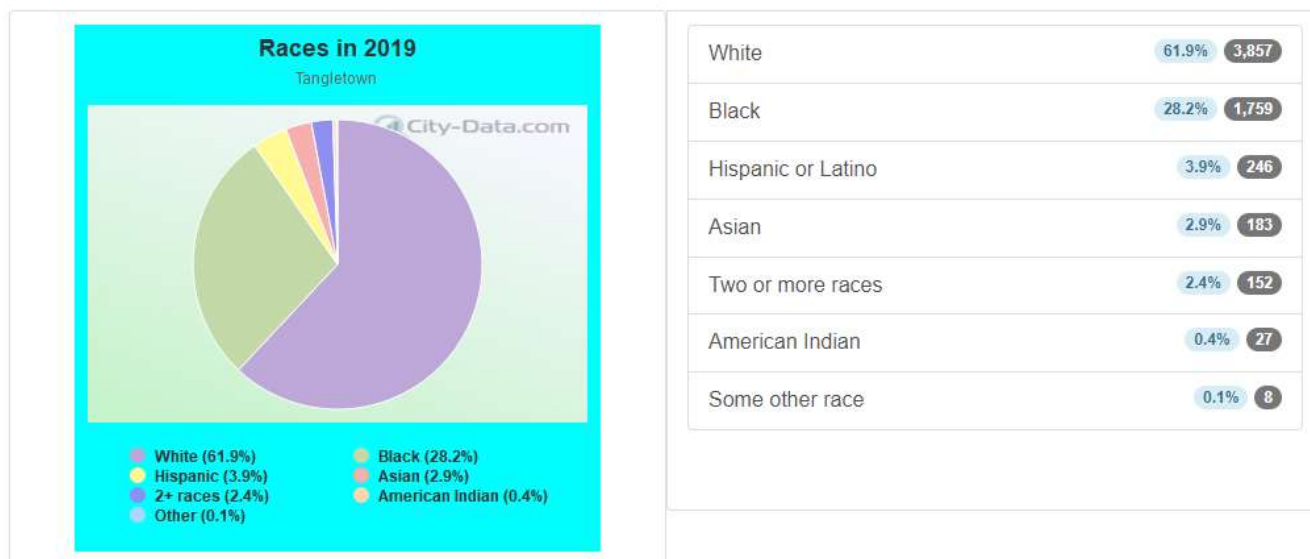
Community Demographics

Tangletown neighborhood:

Population density:

Tangletown:  8,294 people per square mile

Minneapolis:  7,826 people per square mile



Source: city-data.com with data from the U.S. Census Bureau

Estimated yearly usage

Athletic Participation

Participation units are calculated by sport. For example, a student who participates in football in the fall and basketball in the winter, counts as two participation units. The data below is for the school year 2021-2022.

School	Participation Units
Washburn High School	672
Justice Page Middle School	140

The mission of the Athletic Department is to create opportunities for students to:

- Participate in sports;
- Have contact with supportive adults;
- Learn soft skills necessary for success in college/career; and
- Enhance their educational experience.

Washburn Athletics has the following teams that use the field for their competitions, practices, and training.

Boys soccer
Girls soccer
Football
Cross Country
Track
Nordic Team
Baseball
Softball
Cheer

Our vision is that scholar/athletes receive a quality athletic experience through competitive and equitable programs. MPS Athletic Department has set the goal of increasing student participation in co-curricular activities, improve facilities, and increase partnerships with outside agencies to coordinate programming.

We believe that this project will help support our mission, vision, and goals.

Health and Physical Education Participation

The mission of Health Education in MPS is to have students work as healthy citizens of the world to empower all students to make meaning of themselves, their bodies, and the world around them.

Our mission in Physical Education is to enhance the healthy development of the whole child. We exist to educate and support all students in gaining the skills, knowledge, and social confidence to help students make healthy decisions throughout their lives.

This school year, there are 81 Health or Physical Education course sections available at Washburn High School. Every section is a different class held. These courses provide instruction to approximately 1970 students. At Justice Page, there are 134 course sections that provide instruction to 1095 students.

Health and Physical Education Courses 2022-2023		
School	Number of Course Sections	Approximate # of Students
Washburn High School	81	1970
Justice Page Middle School	136	1095

**Students may be enrolled in multiple Health/PE courses in one semester. This calculation is similar to the Athletic Participation Unit calculation.*

Participation would hopefully increase with the update and expansion of the space available to the teachers and students. All students who attend these schools will be able to utilize the space and fully experience a state of the art artificial turf athletic field.

Many groups from the community will use the artificial turf field. There is a large demand for hours on the Washburn High School artificial turf field. These community groups include local youth soccer, football, futsal, and ultimate Frisbee clubs and organizations.

Estimated Usage by User Group

User Group	Estimated Usage*	Percentage
Athletics	672	14%
Physical Education	3,065	63%
Middle School Sports	140	3%
Community Groups	940	20%
TOTAL	4,817	100%

***Estimated Usage based on units described in earlier detailed chart for each group**

Environmental Improvements

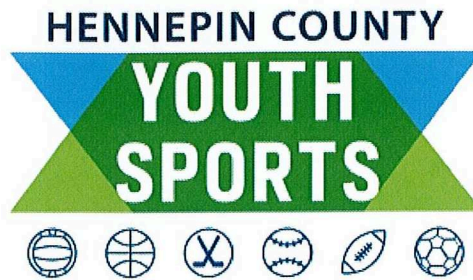
Artificial turf fields are known for their environmentally friendly benefits as compared to grass fields. Artificial turf used these days is the result of recyclable materials, and keeps materials out of landfills. Chemicals used in fertilizing and maintaining natural grass are eliminated with an artificial turf athletic field. Every square foot of grass that was replaced with artificial turf saves 55 gallons of water annually. Natural grass fields use between 500,000 to one million gallons of water annually. Air emissions are lowered as the upkeep does not include tools and equipment that use gas or energy. Less working hours will also be spent to maintain the turf as opposed to natural grass.

Sustainability

The commitment by Minneapolis Public Schools to improve athletic facilities comes with a commitment to increase funding for facility maintenance. Artificial turf athletic fields typically have a 10-12 year life span of constant use with proper maintenance, which includes brushing the field to ensure an even fill. There are no additional staffing costs associated with replacing artificial turf. After school use by student athletes will be supervised by coaches for the various sports using the athletic fields. Community use will be supervised by the various groups and monitored to ensure that there is no damage to the field.

Resolution of Local Government Unit

The resolution will be read at the Board of Education meeting taking place on November 15th, 2022, signed on the December 13th, 2022, meeting, and submitted thereafter.




Hennepin Youth Sports Program Facility Application Form

Name and address of project Artificial Turf Replacement at Washburn High School 201 West 49th Street, Minneapolis, MN 55419
County Commissioner District Number where facility is located County Commissioner District 4, Angela Conley
Local Government Unit (LGU) Special School District No. 1, Minneapolis Public Schools
LGU Application contact (Name, mailing address, email and telephone) Rochelle Cox Interim Superintendent of Schools 1250 West Broadway Avenue Minneapolis, MN 55411 mpssup@mpls.k12.mn.us 612-668-0200
LGU Public Affairs contact (Name, email and telephone) Julie Schultz Brown, Executive Director of Marketing and Communications 1250 West Broadway Avenue Minneapolis, MN 55411 Julie.Brown@mpls.k12.mn.us 612-668-0232
Minnesota Tax ID Number 8799838
Federal Employee ID Number 41-0851980

EXECUTION

IN WITNESS THEREOF, the applicant has caused this application to be executed on the

1st day of November, 2022.



By: Rochelle Cox, Interim Superintendent of Schools



MINNEAPOLIS
PUBLIC SCHOOLS

Urban Education. Global Citizens.

WASHBURN HIGH SCHOOL

An International Baccalaureate (IB) World School

201 49th St. Minneapolis, MN 55419

612-668-3400

Dr. Emily Lilja Palmer, Principal

October 30, 2022

Dear Hennepin Youth Sports Program:

Washburn was proud to be the first school in Minneapolis to receive an artificial turf field over a decade ago. In that time, we have hosted not only our own athletic events and PE classes, but district teams and community teams as well, including MPS Lacrosse, Fuller Youth Soccer and Minneapolis Youth Football.

Unfortunately, turf has a lifespan, and ours is worn out. The track around it is similarly exhausted. Both need replacement.

This grant will help us to re-turf our stadium and replace our track. The track has multiple cracks in it, trees growing in lane 8, and worn-away lettering. The field is uneven, with rips in the turf that come with wear, and rubber coming out of it regularly.

Our stadium and turf are used by our entire student body (1587 students) for PE classes and events like dances and pep fests. Our athletic teams use the facilities all year. Justice Page Middle School next door also uses our stadium facilities during the fall and spring for PE classes.

Your help will make a meaningful difference for our kids. Please contact me if I can be of any further assistance. Thank you so much!

Sincerely,

Dr. Emily Lilja Palmer

Principal, WHS ~ 612-668-3402 ~ emily.palmer@mpls.k12.mn.us



MINNEAPOLIS
PUBLIC SCHOOLS

Urban Education. Global Citizens.

Washburn High School

201 West 49th Street

Minneapolis, Minnesota 55419

Phone 612.668.3400

Dear Hennepin Youth Sports Program,

I am writing in support of the grant for replacement turf field at Washburn High School. I am the head coach of the girls' soccer team at Washburn. The turf field at our stadium means a great deal to our soccer program because we use it for our practices and games. The demand for the field is significant in the fall between football and the boys and girls' soccer programs. Our turf stadium field is a source of pride of the Washburn community.

Beyond our teams at Washburn we host amazing community events with the Fuller soccer program in the fall and the spring. Fuller soccer is a program for youth five to nine years old. They use our turf field for practices, games and jamborees. Fuller is where many of our high school players first learn the game of soccer. Additionally, we host youth soccer camps on the turf in the summer in an attempt to grow the game of soccer in our community. Our soccer program also tries to include the greater community during our season with events such as; Soccer Saturday and the Sylvester Cup. These are events where we invite the community to our field to celebrate soccer from the past and the future. Soccer Saturday is a daylong celebration of soccer with alternating games for both teams. The Sylvester Cup honors our former coach, John Sylvester and his battle with ALS. The Sylvester Cup brings the teams from Southwest HS and Washburn HS to compete in a game and raise awareness about ALS and celebrate John. For the last ten years we have helped to raise money for the Sylvester Foundation through this community event.

Our school field needs new turf. We want to continue to be able to have many different programs, activities, clubs and phy. ed. classes use the turf for their programs. Our school is land locked and relies on this field for so many different activities and events. Needing new turf is a safety issue and important for all our Washburn students as well as others in our community. We have 1 field, our field, and it is the heart of our Washburn Community. Please consider us for your grant. It will be appreciated by so many. Thank you.

Sincerely,

Cheryl Urbaniak Peterson

Washburn Girls Soccer Coach, Washburn Alumni, Washburn Parent, Community Member

612-202-4205



MINNEAPOLIS
PUBLIC SCHOOLS

Urban Education. Global Citizens.

Washburn High School

201 West 49th Street

Minneapolis, Minnesota 55419

Phone 612.668.3400

Friday October 28, 2022

To Whom It May Concern:

I'm writing to support the need for the turf field grant as the Cheerleading Coach at Washburn High School. Athletic, pep-rallies and other events are often cherished memories held on by individuals well after they complete high school.

The quality and maintenance of stadiums and fields are part of these memories and Washburn deserves to have quality fields just like our neighboring schools both in the metro and suburbs. Having quality facilities creates greater pride in those who attend Washburn but also leaves a positive impression on visitors from around the state.

In my 8 years as cheerleading coach, I have traveled with my team to many other schools and often hear my athletes say things like "wow, look how nice their stadium is!" Or "why can't our field be this nice?". I hope with this grant, Washburn's student athletes can have a great sense of school pride when stepping on to a brand new field and be proud of the school they attend.

Thank you for considering Washburn High School for this grant.

Michelle Nelson, LICSW
Head Cheerleading Coach
School Social Worker
Washburn High School

LANDLORD SITE NAME: Folwell Performing Arts School
TENANT SITE NUMBER: MNMSP00292A

SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT (“Lease”), made this __ day of _____, 2022 (“Effective Date”), between the Minneapolis Public School District, Special School District No. 1, a special school district created and existing under Minnesota law (“Landlord”), and DISH Wireless L.L.C., a Colorado limited liability company having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112 (“Tenant”).

WHEREAS, Tenant and Landlord wish to enter a lease setting forth the terms and conditions of Tenant’s occupancy and use of a portion of Landlord’s property (the “Property”), located at 3611 20th Avenue S., Minneapolis, MN, 55407, commonly known as Folwell Performing Arts School and legally described in Exhibit A attached hereto, superseding and replacing all prior agreements and understanding concerning the same.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

AGREEMENT

1. **Leased Premises.** Subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant and Tenant leases from Landlord approximately thirty-five (35) square feet of exterior space on the roof of the building located on the Property for attachment of wireless communication antennas (“Antennas”) and associated equipment and electronics (together, “Tenant Facilities”), space required for cable runs between the Antennas and other Tenant Facilities, and existing or new utility sources at the Property or within the nearest public right of way, and non-exclusive rights of ingress and egress to the Tenant Facilities as provided herein, all as depicted on attached Exhibit B (collectively, the “Leased Premises”), subject to any existing easements. The location, design and specifications of the Antennas and other Tenant Facilities is detailed in attached Exhibit C.

2. **Rent.**

(a) **Amount; Adjustments.** As consideration for this Lease, Tenant shall pay Landlord an annual rent in the amount of Eighteen Thousand and 00/100 Dollars (\$18,000.00), pro-rated for the initial year (i.e., \$18,000 multiplied by the fraction produced by dividing the number of days from the Effective Date to December 31 of the year in which the Lease is executed by 365), which shall be paid within thirty (30) days of execution of the Lease. The annual rent shall be increased each year on January 1 by five percent (5%) of the previous year’s annualized rental.

HLN

- (b) Time of Payment; Taxes. The annual rental shall be paid before January 1 of each year. For the first year, the rental shall be prorated through December 31 and shall be paid to Landlord within thirty (30) days after the Commencement Date. In addition to the annual rental, Tenant agrees to timely pay its pro rata share of any taxes or other charges imposed upon the property by a governmental agency required as a direct result of this Lease and all other payments required herein.

3. **Governmental Approval Contingency.** Tenant's right to use the Leased Premises is expressly made contingent upon its obtaining all the certificates, permits, zoning and other approvals that may be required by any federal, state, or local authority. Tenant shall provide Landlord with copies of all approvals obtained including its building permit prior to commencing construction and shall give Landlord no less than seven (7) days' notice prior to initiating construction. Further, before initiating improvements or other construction on the Property, Tenant must certify that the improvements and construction will not permanently damage the building, its roofing surface and its appurtenant facilities. The Landlord, at the sole discretion of the Landlord, may hire an independent consultant to review the construction drawings and plans for structural and practical considerations, and to inspect and monitor construction and installation work for quality assurance and quality control. The Tenant is required to construct facilities in accordance with MPS Master Specifications. The Tenant shall reimburse all actual, reasonable costs of such independent consultant if retained by Landlord. Such reimbursement shall be due within sixty (60) days of receipt of a detailed invoice from Landlord.

4. **Term and Renewals.** The "Initial Term" of this Lease shall commence on full execution of the Lease ("Commencement Date") and end on December 31, 2026. Subject to the terms and conditions of this Lease, Tenant shall have the right to extend this Lease for four (4) additional five (5) year renewal periods ("Renewal Term") commencing on January 1 following the expiration date of the Initial Term or of any subsequent Renewal Term.

This Lease shall be automatically renewed for each successive Renewal Term unless Tenant sends written notice of non-renewal to Landlord no later than ninety (90) days prior to the expiration of the Initial Term or any Renewal Term, such notice provided in accordance with Paragraph 19 of this Lease.

5. **Tenant's Use.**

- (a) Purposes. Tenant shall use the Leased Premises only for the purpose of installing, maintaining, and operating the Tenant Facilities, and uses incidental thereto for providing radio and wireless telecommunication services which Tenant is legally authorized to provide in compliance with those construction drawings attached hereto as Exhibit C, the approval of which is hereby acknowledged. Tenant's use of the Property and building shall be non-exclusive, and Landlord specifically reserves the right to allow use by other parties and to make additions, deletions, or modifications to its own facilities on the Property. Landlord and Tenant shall comply with all applicable ordinances, statutes and regulations of local, state and federal government agencies.

- (b) Construction. Tenant may erect and operate an antenna array consistent with its approved construction drawings attached as Exhibit C. Tenant may not increase the number of antennas or otherwise expand the Tenant Facilities without first securing the written approval of Landlord. Tenant may change the type of antenna installed as technology changes without invalidating this lease. An access permit will be required for antenna changes. See paragraph 5(e) below.
- (c) Operation. Tenant shall have the right, at its sole cost and expense, to operate and maintain the Tenant Facilities on the Leased Premises in accordance with good engineering practices and with all applicable local, state, and federal laws, rules and regulations. Any damage done to the Leased Premises or other Landlord property including the Leased Premises during installation or during operations, shall be repaired at Tenant's expense, said repairs to be undertaken immediately upon receipt of notice from Landlord, in the event the damage endangers the safe operation of the Leased Premises, or within thirty (30) days in the event the damage does not endanger the safe operation of the Leased Premises. If the Tenant fails to undertake or complete these repairs, the Landlord may repair the damage and charge the Tenant for all actual costs associated with the repair. Tenant shall reimburse Landlord for such costs within sixty (60) days of receipt of a detailed invoice and documentation evidencing such damage. The Tenant Facilities shall remain the exclusive property of the Tenant.
- (d) Maintenance; Improvement Expenses. All modifications to the Leased Premises and all improvements made for Tenant's benefit shall be at the Tenant's expense and such improvements shall be maintained in a good state of repair, at least equal to the standard of maintenance of the Landlord's facilities on or adjacent to the Leased Premises and kept secured by Tenant. The Tenant agrees to clean and/or repair any damage done to its Tenant Facilities due to vandalism within three (3) days of notification of such damage. Furthermore, the Tenant agrees to pay all costs associated with said cleaning or repair. If repair is not commenced within three (3) days notification, the Landlord may repair the damage and charge the Tenant for all costs associated with the repair. Tenant shall reimburse Landlord for such costs within sixty (60) days of receipt of a detailed invoice and documentation evidencing such damage.
- (e) Replacements. Before the Tenant may update, modify, or replace the Tenant Facilities other than as provided for in the construction drawings attached as Exhibit C, Tenant shall request the approval of the Landlord and provide detailed plans and specifications to Landlord. Tenant shall submit to Landlord such detailed plans and specifications for any such replacement facilities together with any other information reasonably requested by Landlord regarding such update, modification, or replacement (including, but not limited, to a technical study) all of which will be carried out at Tenant's expense including an additional, reasonable administration fee as deemed appropriate by the Landlord to cover all expenses. Landlord may not unreasonably withhold approval. Notwithstanding the foregoing, Landlord approval and review of plans and specifications shall not be required for routine

repairs to and maintenance of the Tenant Facilities, or for the replacement of existing Tenant Facilities with equipment of substantially the same or smaller dimensions and weight.

- (f) Drawings. Within a reasonable time after Landlord's request, Tenant shall provide Landlord with as-built drawings (in PDF and Autocad formats) of the equipment and improvements installed on the Leased Premises showing the actual location of all Tenant Facilities.
- (g) No Interference. Tenant shall, at its own expense, maintain its Tenant Facilities on or attached to the Leased Premises in a safe condition, in good repair and in a manner suitable to Landlord so as not to conflict with the use of the surrounding premises by Landlord. Tenant shall not unreasonably interfere with the operations of any prior tenant using the Leased Premises and shall not interfere with the working use of facilities thereon or to be placed thereon by Landlord.
- (h) Access. Tenant, at all times during this Lease, shall have access to the Leased Premises provided that the Landlord may establish procedures for Tenant and its employees, agents, and contractors, to obtain access to the building. Tenant shall abide by requirements established for access by the Executive Director of Facilities, Building Principal, Manager or designee. Any and all access to, and entry upon, the Leased Premises by Tenant shall at all times be conducted in such a manner as not to disturb or interfere with Landlord's use and occupancy of the building. If this Lease pertains to a school building in use by students and staff, Lessee shall sign in at the school's main office whenever Lessee is on the Property or making access to the Leased Premises and Landlord may, as deemed necessary, deny access during school hours. Tenant shall notify Landlord of its intent to gain access to the Leased Premises in advance, except in an emergency. **Tenant may request access to the Leased Premises twenty-four (24) hours a day, seven (7) days a week with advance notice the District Operations Center by calling 612-668-0322.** Tenant shall be responsible for all costs Landlord incurs as a result of requests for access, and Landlord will bill Tenant for such costs.
- (i) Payment of Utilities. Tenant may install, or arrange for installation of, electric service, fiber service and other utilities associated with its use of the Leased Premises to the extent documented in Exhibit C or otherwise approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant shall separately meter charges for the consumption of electricity, fiber and other utilities, and Tenant shall promptly pay all costs associated therewith.

6. **Landlord Maintenance; Expenses**. Upon notice from Landlord, Tenant shall promptly pay to Landlord all actual and documented additional Landlord expenses incurred in maintaining the Leased Premises, that are caused by Tenant's occupancy of the Leased Premises. Tenant acknowledges the need for periodic maintenance of the Leased Premises, including repair of the Leased Premises and its roof coatings. Tenant must remove Tenant's Facilities at Tenant's cost,

upon reasonable notice to allow maintenance, repair, repainting, restoration or other activity as determined and required by Landlord. Landlord will not be responsible for scheduled interruptions in use of the Antennas or other Tenant Facilities. Except in the case of an emergency, Landlord must provide Tenant ninety (90) days' notice of commencement of maintenance activities, if such maintenance requires Tenant to temporarily remove and relocate Tenant Facilities to accommodate such activities. In case of an emergency, Landlord may remove the Tenant Facilities, at the Tenant's expense, and shall notify Tenant within a reasonable time. An "emergency" shall be deemed to exist in those situations which constitute an immediate threat to the health or safety of the public or immediate danger to the Landlord's facilities or property. In the event the use of the Tenant Facilities is interrupted, Tenant may provide and maintain mobile cellular sites on the Property only after such temporary facilities have been approved by Landlord, on land owned or controlled by Landlord in the immediate area of the Property. If Tenant is unable to operate a temporary mobile facility during maintenance, then Tenant shall be entitled to a rental abatement during any period during which the Tenant Facilities is interrupted, on a pro rata basis, which amount may be deducted from the following year's annual rental amount or, if such abatement occurs during the final year of the Lease, Landlord shall reimburse Tenant for the amount of such abatement within thirty (30) days of expiration or termination of the lease. Tenant is responsible for any cost associated with the protection of the Tenant Facilities during these periodic or emergency activities. Tenant further agrees that the Landlord is not responsible for transmission lines during routine maintenance. Tenant may, at Tenant's own expense, test said lines before and after maintenance. Following completion of maintenance work, Tenant may reinstall its equipment on the Leased Premises in the same location and in the same manner as before the removal. Except for an emergency, Tenant shall not be required to remove the Tenant Facilities to accommodate maintenance more than once during any five-year period.

7. **Defense and Indemnification.**

- (a) General. Tenant agrees to defend, indemnify and hold harmless Landlord and its elected officials, officers, employees, agents, and representatives, from and against any and all third-party claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by Landlord and arising from Tenant's installation, maintenance, and operation of its Tenant Facilities or use of the Leased Premises, except those which arise in part or in whole from the negligence, willful misconduct, or other fault of Landlord, its elected officials, officers, employees, agents or representatives, or other user of the property. Tenant shall defend all third-party claims arising out of the installation, operation, use, maintenance, repair or removal of Tenant Facilities, equipment and related facilities on the Leased Premises, except those which arise in part or in whole from the negligence, willful misconduct, or other fault of Landlord, its elected officials, officers, employees, agents or representatives, or other user of the property. Landlord agrees to defend, indemnify and hold Tenant harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of Landlord's use of the Leased Premises, except those which arise from the negligence, willful misconduct, or other fault of Tenant. Landlord shall not be obligated to indemnify Tenant in any amount in excess of the limitations of liability

set forth in Minnesota Statutes, Chapter 466, less any amounts which Landlord is obligated to pay by reason of the liability of the Landlord, its officers, employees, and agents arising out of the same act or occurrence.

- (b) Hazardous Materials. Without limiting the scope of paragraph 7(a) above, Tenant will be solely responsible for and will defend, indemnify, and hold Landlord, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the Leased Premises resulting from the Tenant's use of Hazardous Materials. Notwithstanding the foregoing, in no event shall Tenant have any liability whatsoever with respect to any Hazardous Materials that were on, about, adjacent to, under or near the Leased Premises or Property prior to the Effective Date, or that were generated, possessed, used, stored, released, spilled, treated, transported, manufactured, refined, handled, produced or disposed of on, about, adjacent to, under or near the Leased Premises or Property by Landlord, its agents, employees, contractors or invitees, or any third party who is not an employee, agent, contractor or invitee of Tenant. For purposes of this Lease, "Hazardous Materials" shall be interpreted broadly and specifically includes, without limitation, asbestos, fuel, batteries or any hazardous substance, waste, or materials as defined in any federal, state, or local environmental or safety law or regulations including, but not limited to, CERCLA. Landlord represents that (1) that neither Landlord nor, to Landlord's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within the Property in violation of any law or regulation; and (2) that Landlord will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Property in violation of any law or regulation.
- (c) Tenant's Warranty. Tenant represents and warrants that its use of the Leased Premises will not generate, and Tenant will not store or dispose of on the Leased Premises, nor transport to or over the Leased Premises, any Hazardous Materials in violation of any law or regulation governing the use, transport, or storage of Hazardous Materials. Tenant agrees to notify the Landlord in writing within 48 hours of the existence of Hazardous Materials on the Leased Premises. Notwithstanding the foregoing, the parties acknowledge that Tenant shall be permitted to use batteries and industrial cleaning supplies, in the normal course of Tenant's operations, without prior written notice to Landlord, provided that Tenant shall use, transport, or store such materials in compliance with all laws or regulations governing the use, transport or storage of Hazardous Materials. The obligation of this Paragraph 8 shall survive the expiration or other termination of this Lease.

8. [Intentionally Omitted].

9. Insurance.

- (a) Workers' Compensation. The Tenant must maintain Workers' Compensation insurance in compliance with all applicable statutes. The policy shall also provide Employer's Liability coverage with limits of not less than \$500,000 Bodily Injury each accident, \$500,000 Bodily Injury by disease, policy limit, and \$500,000 Bodily Injury by disease, each employee.
- (b) General Liability. The Tenant must maintain an occurrence form of comprehensive general liability coverage. Such coverage shall include, but not be limited to, bodily injury, property damage - broad form, and personal injury, for the hazards of Premises/Operation, broad form contractual, independent contractors, and products/completed operations.

The Tenant must maintain aforementioned comprehensive general liability coverage with limits of liability not less than \$1,500,000 each occurrence and \$2,000,000 general aggregate. These limits may be satisfied by the comprehensive general liability coverage or in combination with an umbrella or excess liability policy, provided coverage afforded by the umbrella or excess policy are no less than the underlying comprehensive general liability coverages.

- (c) Automobile Liability. The Tenant must carry Automobile Liability coverage. Coverage shall afford total liability limits for Bodily Injury Liability and Property Damage Liability in the amount of not less than \$1,500,000 per accident. The liability limits may be afforded under the Commercial Policy, or in combination with an Umbrella or Excess Liability Policy provided coverage afforded by the Umbrella Excess Policy are no less than the underlying Commercial Auto Liability coverage.

Coverage shall be provided for Bodily Injury and Property Damage for the ownership, use, maintenance or operation of all owned, non-owned and hire d automobiles.

The Commercial Automobile Policy shall include at least statutory personal injury protection, uninsured motorists and underinsured motorist's coverage.

- (d) Tenant Property Insurance. The Tenant must keep in force for the duration of the Lease a policy covering damages to Tenant Facilities at the Leased Premises. The amount of coverage shall be sufficient to replace the damaged property, loss of use and comply with any ordinance or law requirements.
- (e) Additional Insured - Certificate of Insurance. The Tenant shall provide, prior to tenancy, evidence of the required insurance in the form of a Certificate of Insurance issued by a company authorized to do business in the state of Minnesota, such insurance company to be reasonably acceptable to Landlord, which includes all coverages required in this Paragraph 9. Tenant will include the Landlord as an Additional Insured on the General Liability and Commercial Automobile Liability Policies. The Certificate(s) shall also provide that Tenant or Tenant's insurance

provider shall provide Landlord with thirty (30) days prior written notice of cancellation or non-renewal.

- (f) Waiver of Claims; Subrogation. Each of Landlord and Tenant hereby releases the other from any and all liability or responsibility to the other or anyone claiming through or under it by way of subrogation or otherwise for any loss or damage that may occur to the Leased Premises or any improvements thereto, or the Leased Premises or any improvements thereto, or any property of such party therein, by reason of fire or any other cause which could be insured against under the terms of standard fire and extended coverage (all-risk) insurance policies, regardless of cause or origin, including fault or negligence of the other party hereto, or anyone for whom such party may be responsible. Each party shall cause each insurance policy obtained by it to provide that the insurer waives all rights of recovery by way of subrogation against either party hereto in connection with damage covered by such policy. The releases in this Subparagraph will be effective whether or not the loss was actually covered by insurance. Tenant assumes all risk of loss or damage of Tenant's property or leasehold improvements within the Leased Premises, including any loss or damage caused by water leakage, fire, windstorm, explosion, theft, act of any tenant, or other cause, except to the extent such loss or damage is due to or results from the negligence or misconduct of Landlord, its agents, employees, contractors or invitees.
- (g) Adjustment to Insurance Coverage Limits. Liability coverage required by paragraphs 9(b) and (c) may be increased as needed so that the coverage per occurrence is, at all times, the same or greater than the maximum liability specified in Minnesota Statutes, section 466.04 for any number of claims arising out of the same occurrence, provided that the parties shall mutually agree upon such increase.

10. **Damage or Destruction.** If the Leased Premises is destroyed or damaged, without contributory fault of the Tenant or its agents, so as, in Tenant's judgment, to hinder its effective use of the Tenant Facilities, Tenant may elect to terminate this Lease upon 30 days' written notice to Landlord. In the event Tenant elects to terminate the Lease, Tenant shall be entitled to a pro rata reimbursement of prepaid rent covering the period subsequent to the date of damage to or destruction of the Leased Premises.

11. **Lease Termination.**

- (a) Events of Termination. Except as otherwise provided herein, this Lease may be terminated by either party as may be expressly provided in this Lease, or upon sixty (60) days' written notice to the other party as follows:
 - (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default to the other party (without, however, limiting any other rights of the parties pursuant to any other provisions hereof); unless such default may not reasonably be cured within a sixty (60) day period in which

case this Lease may not be terminated if the defaulting party commences action to cure the default within such sixty (60) day period and proceeds with due diligence to fully cure the default; however, such period shall not, in any event, extend beyond one hundred twenty (120) days of receipt of written notice of default;

- (ii) by Tenant if it attempts in good faith but fails to obtain or maintain a license, permit or other governmental approval necessary for the operation of the Tenant Facilities;
 - (iii) by Tenant, upon ninety (90) days' written notice to Landlord, if: (i) changes in applicable law prohibit Tenant's continued operation of the Tenant Facilities; (ii) if Tenant determines that Tenant's use of the Leased Premises is obsolete or unnecessary, upon payment of a termination fee equal to one (1) year of rent; or (iii) if Landlord or a third party installs any structure, equipment or other item on the Property which prevents Tenant from being able to use the Tenant Facilities to transmit signals;
 - (iv) by Landlord, following expiration of the first Renewal Term, upon one (1) year's written notice to Tenant, if it decides, for any reason, to redevelop the Leased Premises in a manner inconsistent with the continued use of the Leased Premises by Tenant and/or discontinue use of the Leased Premises for all purposes; or
 - (v) by Landlord if it determines that the Leased Premises is structurally unsound, including, but not limited to, consideration of age of the Leased Premises, damage or destruction of all or part of the Leased Premises on the Leased Premises from any source, or factors relating to condition of the Leased Premises.
- (b) Notice of Termination. The parties shall give notice of termination in writing by certified mail, return receipt requested. Such notice shall be effective upon receipt as evidenced by the return receipt. All rentals paid for the Lease prior to said termination date shall be retained by Landlord unless such termination is due to breach by Landlord.
- (c) Tenant's Liability for Early Termination. If Tenant terminates this Lease for any other reason other than as expressly provided in this Lease, Tenant shall pay to Landlord the annual rent for the remainder of the then-current Initial Term or Renewal Term.
- (d) Site Restoration. In the event that this Lease is terminated or not renewed, Tenant shall immediately cease operation and use of the antennas for communication purposes and shall have sixty (60) days from the termination or expiration date to remove its Tenant Facilities, and related equipment from the Leased Premises, repair the site and restore the surface of the building. Prior to initiating

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construction, Tenant shall deposit with Landlord in the form of cash, performance bond, irrevocable letter of credit, or other acceptable security the sum of \$50,000, to secure the cost of removal of the Tenant Facilities and repair and restoration of the Leased Premises following expiration or termination of the Lease, which shall be fully refunded to Tenant upon the timely removal of the Tenant Facilities and related equipment, the repair of the site and the restoration of the building surface to the reasonable satisfaction of the Landlord.

If Landlord removes the Tenant Facilities or related equipment, Landlord must give written notice to the above entities at the addresses provided, informing them that Tenant Facilities or related property have been removed and will be deemed abandoned if not claimed and the storage fees and other reasonable costs paid using the \$50,000 removal bond. Landlord shall provide written notice to Tenant prior to accessing the bond to pay such costs. The obligations of this Subparagraph (d) shall survive the expiration or other termination of this Lease.

12. **Limitation of Landlord's Liability.** If Landlord causes interruption of the business of Tenant or for any other Landlord breach of this Lease, Landlord's liability for damages to Tenant shall be limited to the actual and direct costs of equipment removal, relocation or repair and shall specifically exclude any recovery for value of the business of Tenant as a going concern, future expectation of profits, loss of business or profit or related damages to Tenant.

13. **Temporary Interruptions of Service.** If Landlord reasonably determines that continue d operation of the Tenant Facilities would cause or contribute to an immediate threat to public health and/or safety (except for any issues associated with human exposure to radio frequency omissions regulated by the federal government), Landlord may order Tenant to discontinue its operation. Tenant shall immediately comply with such an order. Service shall be discontinued only for the period that the immediate threat exists. If Landlord does not give prior notice to Tenant, Landlord shall notify Tenant as soon as possible after its action and give its reason for taking the action. Landlord shall not be liable to Tenant or any other party for any interruption in Tenant's service or interference with Tenant's operation of its Tenant Facilities, except as may be caused by the willful misconduct of the Landlord, its employees or agents and except if Landlord's determination is found by a court of competent jurisdiction to have been negligent. If the discontinuance extends for a period greater than three (3) days, either consecutively or cumulatively, Tenant shall have the right to terminate this Lease within its sole discretion for cause and without the payment of any damages.

14. **Tenant Interference.**

(a) **With Landlord.** Tenant shall not interfere with Landlord's use of the Property and building and agrees to cease all such actions which unreasonably and materially interfere with Landlord's use thereof upon receipt of notice of the interference from Landlord. In the event that Tenant's cessation of action is material to Tenant's use of the Leased Premises and such cessation frustrates Tenant's use of the Leased Premises, within Tenant's sole discretion, Tenant shall have the immediate right to terminate this Lease for cause and without the payment of any damages.

- (b) Interference Study - New Occupants. Upon written notice by Landlord that it has a bona fide request from any other party to lease an area including or in close proximity to the Leased Premises area, Tenant agrees to provide Landlord, within sixty (60) days, the radio frequencies currently in operation or to be operated in the future of each transmitter and receiver installed and operational on the Leased Premises at the time of such request. Landlord may then have an independent, registered professional engineer of Landlord's choosing to perform the necessary interference studies to determine if the new applicant's frequencies will cause harmful radio interference to Tenant. Landlord shall require the new applicant to pay for such interference studies.
- (c) Interference - New Occupants. Landlord agrees that it will not grant a future lease in the Leased Premises area to any party who is reasonably anticipated to interfere with Tenant's operation of its Tenant Facilities. Landlord shall cause the elimination of any interference with the operations of Tenant caused by such subsequent occupants. If such interference is not eliminated, Tenant shall have the right to terminate this Lease or seek injunctive relief against the interfering occupant, at Tenant's expense.

15. Assignment and Subletting. Tenant may not assign, sublet, or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of Landlord, provided, however, that Tenant may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty percent (50%) or more of its stock or assets, subject to any financing entity's interest, if any, in this Lease as set forth in Paragraph 26 below. Upon written approval by Landlord of such assignment, transfer, sale requiring Landlord's prior written consent, the Tenant shall remit payment to Landlord of the sum of six thousand dollars (\$6,000) for Landlord's administrative costs for the transfer. Landlord may assign this Agreement upon written notice to Tenant, subject to the assignee assuming all of Landlord's obligations herein, including but not limited to, those set forth in Paragraph 26 below. Notwithstanding anything to the contrary contained in this Lease, Tenant may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Lease to any financing entity, or agent on behalf of any financing entity to whom Tenant: (i) has obligations for borrowed money or in respect of guaranties thereof; (ii) has obligations evidenced by bonds, debentures, notes or similar instruments; or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

Per the Landlord's requirements (Minneapolis Public Schools, School Board regulation 7010B), Tenant shall conduct radio frequency testing every two years of the anniversary of the Effective Date and shall provide results to the District within thirty (30) days.

16. Condemnation. In the event the whole of the Leased Premises is taken by eminent domain and, as a result, Tenant is unable to operate the Tenant Facilities, this Lease shall terminate as of the date title to the Leased Premises vests in the condemning authority. In the event a portion of the Leased Premises is taken by eminent domain, either party shall have the right to terminate this

Lease as of said date of title transfer, by giving thirty (30) days' written notice to the other party. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the award paid for the taking and the Landlord shall receive full amount of such award. Tenant hereby expressly waives any right or claim to any portion thereof. Although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises, shall belong to Landlord, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant for relocation benefits or assistance.

17. **Disputes.** Any claim, controversy or dispute arising out of this Lease not resolved within ten (10) days following notice of the dispute, shall be submitted first and promptly to mediation. Each party shall bear its own costs of mediation and shall share equally the common costs of mediation. If mediation does not result in settlement within forty-five (45) days after the matter was submitted to mediation, either party may pursue all available remedies in any court of competent jurisdiction in Hennepin County, Minnesota.

18. **Enforcement and Attorneys' Fees.** In the event that either party to this Lease shall bring a claim in court to enforce any rights hereunder, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees incurred as a result of such claim.

19. **Application Fee.** A non-refundable application fee of eleven thousand, five hundred dollars (\$11,500) has been received by Landlord.

20. **Notices.** All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

If to Landlord: Minneapolis Public Schools
Attn: Real Estate Manager
1250 West Broadway
Minneapolis, MN 55411

To Tenant: DISH Wireless L.L.C.
Attn: Lease Administration/MNMSP00292A
5701 South Santa Fe Drive
Littleton, Colorado 80120

21. **Authority.** Each of the individuals executing this Lease on behalf of the Tenant or the Landlord represents to the other party that such individual is authorized to do so by requisite action of the party to this Lease.

22. **Binding Effect.** This Lease shall run with the Property. This Lease shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

23. **Complete Lease; Amendments.** This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements or

HLN

understandings of any kind concerning Tenant's occupancy and use of the Leased Premises. Any modification of or amendment to this Lease must be in writing and executed by both parties.

24. **Governing Law.** This Lease shall be construed in accordance with the laws of the State of Minnesota.

25. **Severability.** If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

26. **Memorandum.** Upon request by either party, the parties agree to promptly execute and deliver a recordable Memorandum of this Lease in a form acceptable to both parties which may be recorded by the party requesting the Memorandum of Lease.

27. **Warranty of Title and Quiet Enjoyment.** Lessor warrants that: (i) Lessor owns the Property in fee simple and has rights of access thereto and the Property is free and clear of all liens, encumbrances and restrictions; (ii) Lessor has full right to make and perform this Agreement; and (iii) Lessor covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Premises.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

LANDLORD:

**Minneapolis Public School
District, Special School District No. 1**

Signature

Printed Name

Title

Date

TENANT:

DISH WIRELESS L.L.C.



Signature

Printed Name **Dave Mayo
Executive VP
DISH Wireless**

Title

Date **11/4/2022**

EXHIBIT A

The Property

Property Address: 3611 20th Avenue S, Minneapolis, MN 55407

Parcel Identification Number: 01-028-24-33-0001

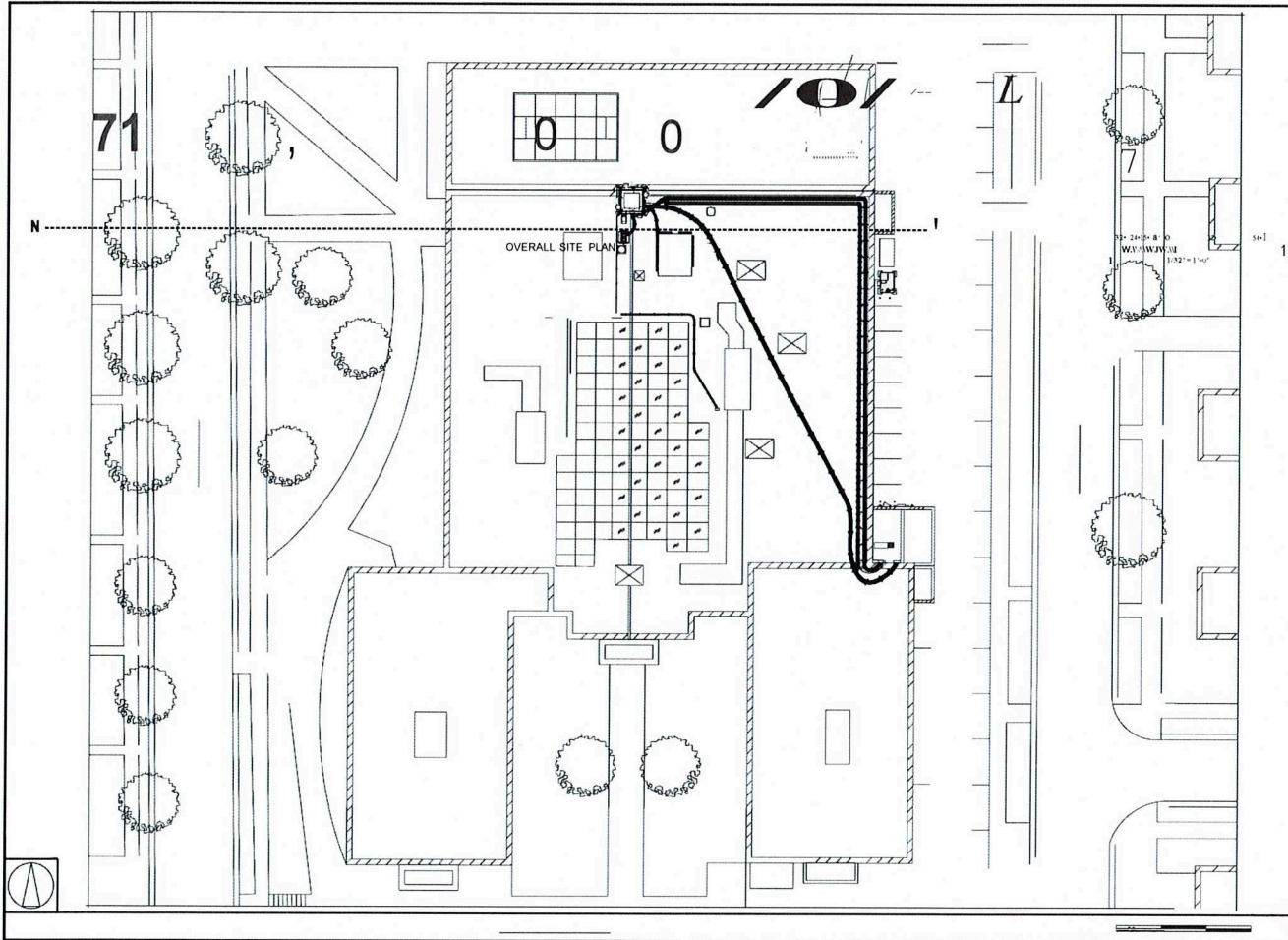
Legal Description of the Property:

THE NORTH FORTY-TWO AND FORTY-FOUR HUNDREDTHS (42.44) FEET OF LOT SEVEN (7),
AUDITOR'S SUBDIVISION NUMBER FIFTY-FIVE (#55).

EXHIBIT B

Leased Premises

[Please see Attached]



dish

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



TRILEAF
architects | engineering

1818 DEER PIERCE ROAD, STE 500
BAYVIEW, MINNESOTA 55127
PHONE: 954-882-6111 FAX: 954-882-6000

Project: 30351 ALAN ZIMMER
Architect: *Alan Zimmer*
Date: 12-22-2021 Update: 21-30

DRAWN BY:	CHECKED BY:	APPROVED BY:
J5	R2	R2

RIFS: REV # 1 03/24/2021

CONSTRUCTION DOCUMENTS

REV	DATE	DESCRIPTION
A	01/04/2021	ISSUED FOR REVIEW
B	02/11/2021	ISSUED FOR REVIEW
C	02/12/2021	ISSUED FOR REVIEW
D	02/25/2021	ISSUED FOR REVIEW
E	11/04/2021	ISSUED FOR REVIEW
F	12/22/2021	ISSUED FOR REVIEW

DISH WIRELESS PROJECT NUMBER
MMSP00292A

3611 20TH AVE. S.
MINNEAPOLIS, MN 55407

SHEET TITLE
OVERALL SITE PLAN

SHEET NUMBER



5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



TRILEAF
architects | engineers
1818 DEX PERD ROAD, STE 200
SAINT LOUIS, MISSOURI 63107
PHONE | 314-402-0111 FAX | 314-402-0200

I hereby certify that I am a duly Licensed Professional Engineer in the State of Missouri and that I am duly Licensed Professional Engineer in the State of Illinois.
Professional Engineer: KEVIN ALAN EMMETT
Signature: [Signature]
Date: 08-28-2008 License No. 38108

DRAWN BY: [] CHECKED BY: [] APPROVED BY: []
IF A SECTION OFFER FOR ANY REASON IS NOT ACCEPTED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE BUILDING FROM DAMAGE TO THE BUILDING.

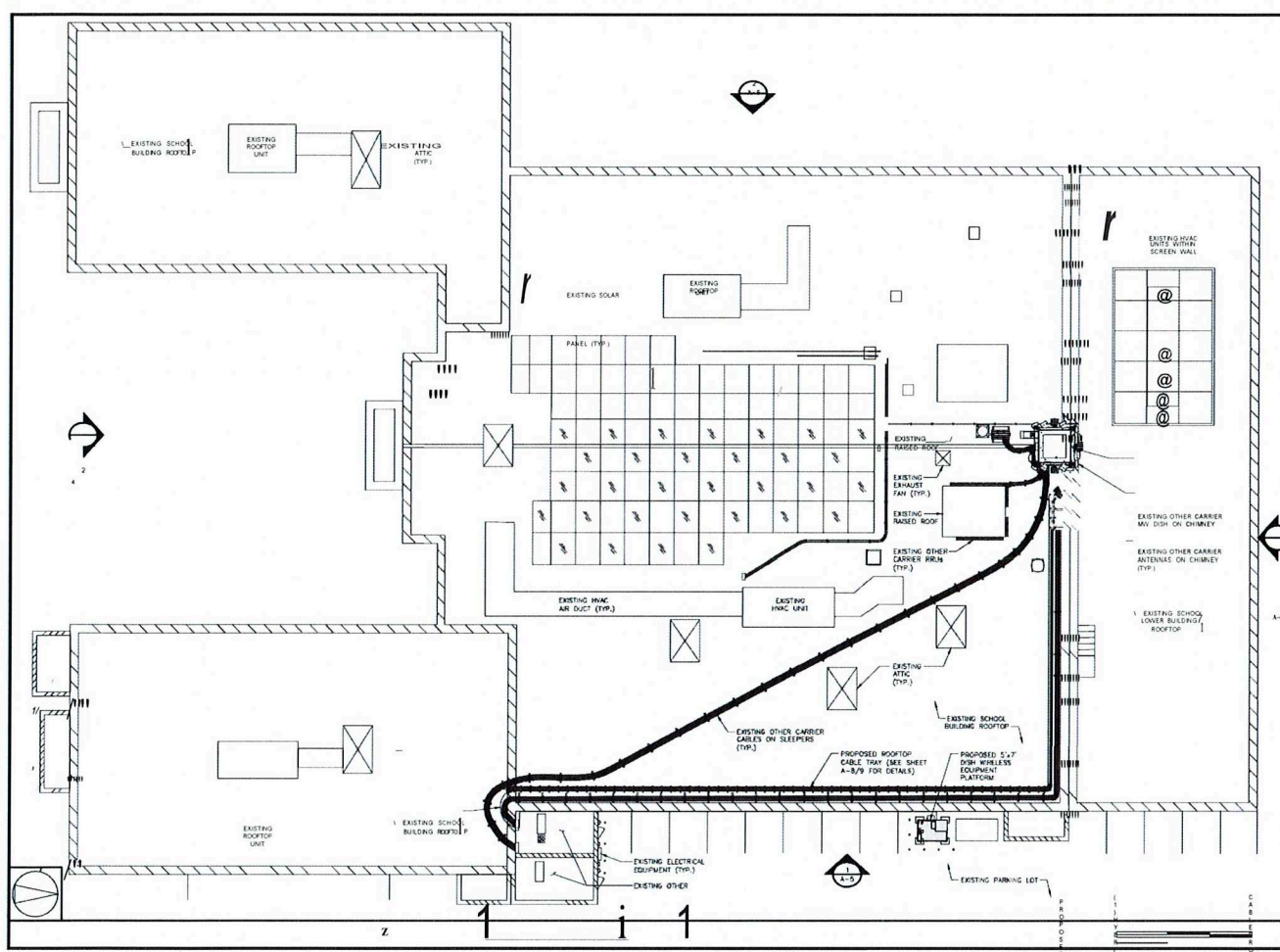
CONSTRUCTION DOCUMENTS

SUBMITTALS		
REV	DESCRIPTION	
A	01/08/2008	ISSUED FOR REVIEW
B	02/17/2008	ISSUED FOR REVIEW
C	03/10/2008	ISSUED FOR REVIEW
1	04/28/2008	ISSUED FOR REVIEW
2	11/18/2008	ISSUED FOR REVIEW
3	12/02/2008	ISSUED FOR REVIEW

DISH WIRELESS PROJECT NUMBER
MNMSPO0292A
3811 20TH AVE. S.
MINNEAPOLIS, MN 55407

SHEET TITLE
ENLARGED
BUILDING PLAN

SHEET NUMBER	
0	1
1	2
2	3
3	4
4	5
5	6
6	7



TO ANTENNAS

|||||

CARRIER
EQUIPMENT
DULTER (TYP.)

jt "b"u

ENLARGED BUILDING PLAN

17
8
4
0
10'

20' 1

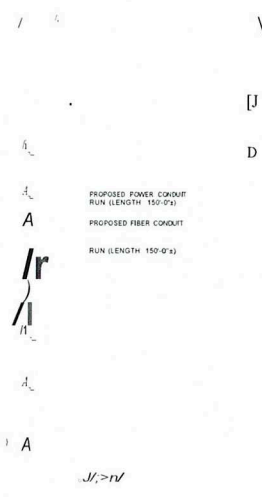
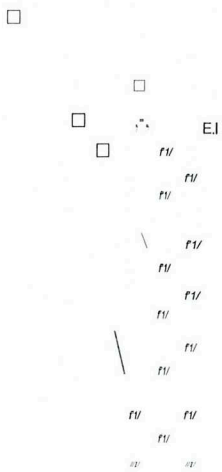
3
7
2
= 1
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A-2

□ / 'a + c 'a

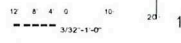
NOTE
CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.

WIRELESS



PROPOSED POWER CONDUIT
RUN (LENGTH 150'-0")
PROPOSED FIBER CONDUIT
RUN (LENGTH 150'-0")

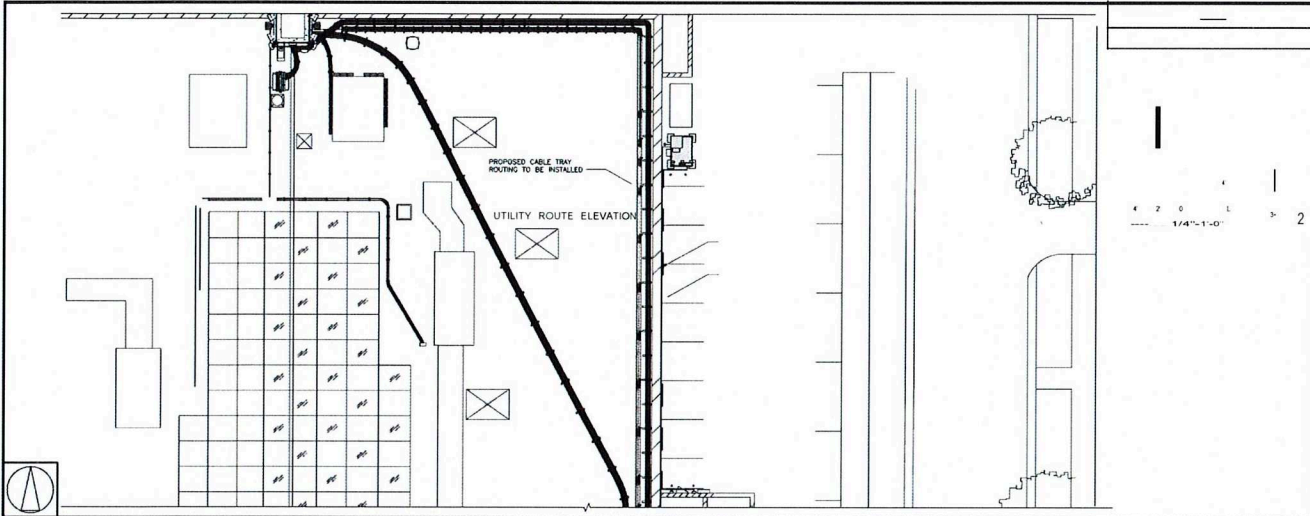
UTILITY ROUTE PLAN




IT IS A VIOLATION OF LAW FOR ANY PERSON
UNLESS THEY ARE AN APPROVED REPRESENTATIVE
OF A LICENSED PROFESSIONAL ENGINEER
TO ALTER THIS DOCUMENT.


r
= f/v/k= f/v/k= f/v/k= d.v.l f/v/k= d.v.k d.v.k d.v.k= f/v/k= d.v.k= d.v.k f/v/k= f/v/k= f/v/k= d.v.l f/v/k= f/v/k7

(ENGINEER) PROJECT NUMBER
670374





5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



TRILEAF
architecture | engineering

1818 DES PERES ROAD, STE. 200
SAINT LOUIS, MISSOURI 63101
Phone: (314) 400-8111 Fax: (314) 400-8088

I hereby certify that this plan, specification or contract was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Missouri.

Project Name: DISH WIRELESS SERVICE
 Prepared By: *[Signature]*
 Date: 12/22/2011, Version: 3.0

DRAWN BY: JS	CHECKED BY: RZ	APPROVED BY: RZ
R/S/REV # 1		03/24/2021
CONSTRUCTION DOCUMENTS		
SUBMITTALS		
REV	DATE	DESCRIPTION
1	03/24/2021	ISSUED FOR REVIEW
2	04/17/2021	ISSUED FOR REVIEW
3	04/29/2021	ISSUED FOR REVIEW
4	11/25/2021	ISSUED FOR REVIEW
5	12/07/2021	ISSUED FOR REVIEW

DISH WIRELESS PROJECT NUMBER
MNMSPO0292A

3611 20TH AVE. S.
MINNEAPOLIS, MN 55407

SHEET TITLE
**ELECTRICAL/FIBER ROUTE
PLAN AND NOTES**

SHEET NUMBER

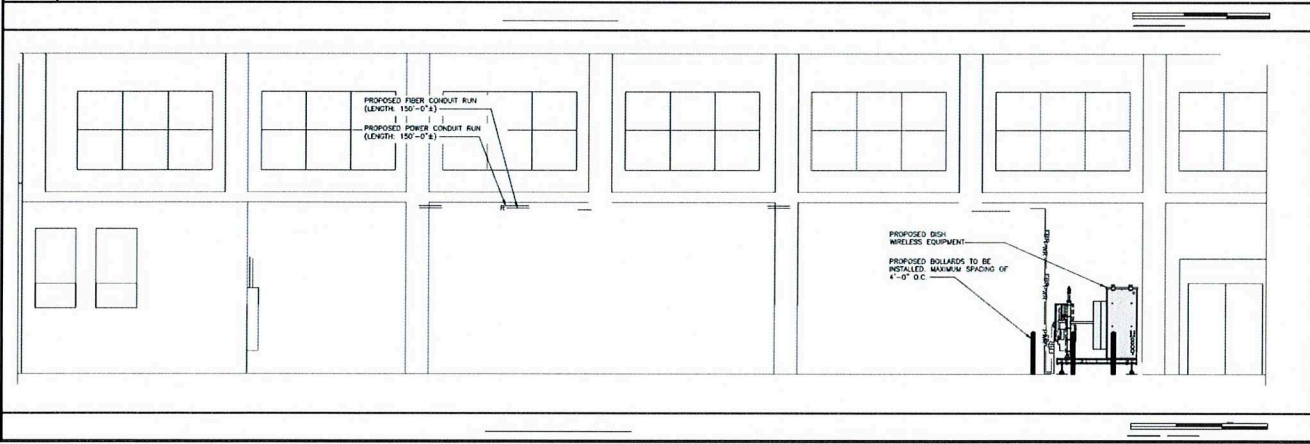


EXHIBIT C

Tenant Facilities- Plans and Specifications

(Please see attached construction drawings)

NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS
2. ANTENNA SPECIFICATIONS REFER TO ANTENNA SCHEDULE AND TO FINAL CONSTRUCTION RFDs FOR ALL RF DETAILS
3. EXISTING EQUIPMENT AND FENCE OMITTED FOR CLARITY
4. ALPHA SECTOR SHOWN TYPICAL FOR BETA AND GAMMA SECTORS

PROPOSED DISH WIRELESS 5G RRH
(TYP 2 PER SECTOR TOTAL 6)
SEE SHEET A-8/1A2 FOR DETAILS

PROPOSED FUTURE DISH WIRELESS
ANTENNA (TYP 1 PER SECTOR TOTAL 3)
TOTAL SEE SHEET A1/9

PROPOSED CHIMNEY MOUNT
SEE SHEET A-8/8 FOR
DETAILS

PROPOSED HORIZONTAL SCH
40 PIPE 2.5 (OD 2.875)
(L=8'-0") TO BE INSTALLED
HIGH AND LOW ON CHIMNEY
MOUNT (TYP 2 PER SIDE 8
TOTAL)

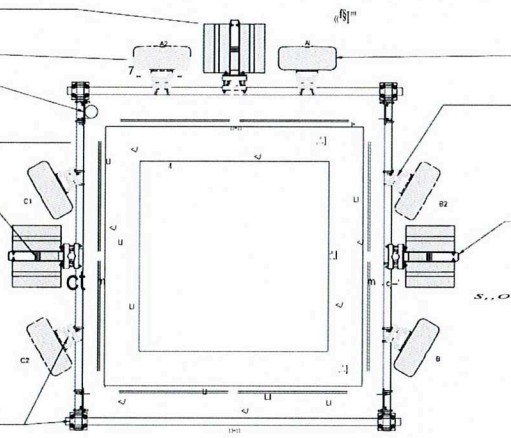
PROPOSED DISH WIRELESS
DVP DEVICE (TYP 1 PER
SECTOR) SEE SHEET A-8/4
FOR DETAILS

PROPOSED DISH WIRELESS ANTENNA
(TYP 1 PER SECTOR 3 TOTAL) SEE
SHEET A1/9 FOR DETAILS

PROPOSED SCH 40 PIPE 2.5 (OD 2.875)
(L=8'-0") TO BE INSTALLED VERTICALLY TO
SUPPORT MAINTENANCES (TYP 3 PER
SIDE 8 TOTAL)

PROPOSED BACK TO BACK MOUNTS (TYP
1 PER SECTOR) SEE SHEET A-8/3 FOR
DETAILS

PROPOSED CROSS OVER
PLATES TO BE UTILIZED AND
HORIZONTAL PIPES AND
VERTICAL ANTENNA
PIPES (TYP 28 TOTAL) SEE
SHEET A-8/7 FOR DETAILS



ANTENNA PLAN (TYPICAL PER SECTOR)

SHEET A-8/1A2

DISH WIRELESS ANTENNAS
SECTOR 3 TOTAL) SEE
PROPOSED DISH WIRELESS 5G RRH TO
BE INSTALLED ON BACK TO BACK
MOUNTS (TYP 2 PER SECTOR 4
TOTAL) SEE
PROPOSED
(TYP 1 PER
SHEET A-7/9

CHIMNEY MOUNT SEE

PROPOSED C1
SHEET A-8/8

PROPOSED BACK TO BACK MOUNTS (TYP
1 PER SECTOR 3 TOTAL) SEE SHEET
A-8/3

PROPOSED FUTURE DISH WIRELESS
ANTENNA (TYP 1 PER SECTOR) SEE
SHEET A1/9

PROPOSED DISH WIRELESS DVP
(TYP 1 PER SECTOR TOTAL 3)
SEE SHEET A-8/4 FOR DETAILS

EXISTING DIM

SECTOR	POSITION	PROPOSED / FUTURE	COMPOSITE	FWW-ESB-R2	5G	72.0" x 19.6"	0"	80"-0"	3/4" x 1/4"
ALPHA	A1	PROPOSED	COMPOSITE	FWW-ESB-R2	5G	72.0" x 19.6"	0"	80"-0"	TRANSMISSION CABLE (1) HIGH CAPACITY FIBER CABLE (120' LONG)
	A2	FUTURE	COMPOSITE	FWW-ESB-R2	5G	72.0" x 19.6"	0"	80"-0"	
SECTOR BETA	B1	PROPOSED	COMPOSITE	FWW-ESB-R2	5G	72.0" x 19.6"	120"	80"-0"	
	B2	FUTURE	COMPOSITE	FWW-ESB-R2	5G	72.0" x 19.6"	120"	80"-0"	
GAMMA	C1	PROPOSED	COMPOSITE	FWW-ESB-R2	5G	72.0" x 19.6"	240"	80"-0"	
	C2	FUTURE	COMPOSITE	FWW-ESB-R2	5G	72.0" x 19.6"	240"	80"-0"	

- NOTES**
1. CONTRACTOR TO REFER TO FINAL CONSTRUCTION RFDs FOR ALL RF DETAILS.
 2. ANTENNA OR RRH MODELS MAY CHANGE DUE TO EQUIPMENT AVAILABILITY. ALL EQUIPMENT CHANGES MUST BE APPROVED AND REMAIN IN COMPLIANCE WITH THE PROPOSED SECURITY AND STRUCTURAL ANALYSES.

SECTOR	POSITION	MANUFACTURER	MODEL NUMBER	TECHNOLOGY	NOTES
ALPHA	A1	FUJITSU	TA6025-8600	N71/N29	1. CONTRACTOR TO REFER TO FINAL CONSTRUCTION RFDs FOR ALL RF DETAILS. 2. ANTENNA AND RRH MODELS MAY CHANGE DUE TO EQUIPMENT AVAILABILITY. ALL EQUIPMENT CHANGES MUST BE APPROVED AND REMAIN IN COMPLIANCE WITH THE PROPOSED DESIGN AND STRUCTURAL ANALYSES.
	A1	FUJITSU	TA6025-8604	N70/N86	
BETA	B1	FUJITSU	TA6025-8600	N71/N29	
	B1	FUJITSU	TA6025-8604	N70/N86	
GAMMA	C1	FUJITSU	TA6025-8600	N71/N29	
	C1	FUJITSU	TA6025-8604	N70/N86	



I hereby certify that this plan, specification or other document was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Missouri.
My No. is: 00001 ALAN DUBOY
Signature: *Alan Duboy*
Date: 02/24/2021

DRAWN BY: CHECKED BY: APPROVED BY:
DATE: DATE: DATE:
100% 100% 100%
DATE: 02/24/2021

CONSTRUCTION DOCUMENTS

REV	DATE	DESCRIPTION
1	02/24/2021	ISSUED FOR REVIEW
2	02/24/2021	ISSUED FOR REVIEW
3	02/24/2021	ISSUED FOR REVIEW
4	02/24/2021	ISSUED FOR REVIEW
5	02/24/2021	ISSUED FOR REVIEW

DISH WIRELESS PROJECT NUMBER
MNMSP00292A

3611 20TH AVE S
MINNEAPOLIS, MN 55407

SHEET TITLE
ANTENNA PLAN,
ELEVATION, AND SCHEDULE

SHEET NUMBER

ANTENNA
ELEVATION

ANTENNA
SCHEDULE

A-3

3

NO SCALE 3

0

1

2

3

4

5

6

7

8

W-

-V TOP OF EXISTING CHIMNEY
 100'-0" AGL
 -V PROPOSED/FUTURE ANTENNAS
 TOP OF ANTENNAS @ 83'-0" AGL
 (1) PROPOSED AND (1) FUTURE
 DISH WIRELESS ANTENNA
 (TYPICAL PER SECTOR, TOTAL OF 6)
 -V RAD CENTER @ 80'-0" AGL

EXISTING OTHER
 CARRIER ANTENNAS ON
 WALL MOUNTS (TYP)
 EXISTING CHIMNEY

EXISTING OTHER
 CARRIER MW DISH

EXISTING OTHER
 CARRIER BRUS
 EXISTING RAIS
 ROOF (TYP)

11'-0"

(3) PROPOSED DISH WIRELESS ANTENNAS
 (1) FUTURE DISH WIRELESS ANTENNAS
 (1) PROPOSED SQUARE CHIMNEY MOUNT
 (6) PROPOSED DISH WIRELESS BRUS
 (3) PROPOSED DISH WIRELESS SUPPRESSION DEVICES
 (TYP. PER SECTOR)
 PROPOSED DISH WIRELESS CABLE TRAY

EXISTING RAISE ROOFTOP
 (TYP)
 -EXISTING HVAC UNIT (TYP.)
 EXISTING PARAPET WALL

WIRELESS

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-EXISTING SCHOOL BUILDING
 EXISTING TREE (TYP.)

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BUILDING NORTH ELEVATION

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-V TOP OF EXISTING CHIMNEY
 100'-0" AGL
 -V PROPOSED/FUTURE ANTENNAS
 TOP OF ANTENNAS @ 83'-0" AGL
 (1) PROPOSED AND (1) FUTURE
 DISH WIRELESS ANTENNA
 (TYPICAL PER SECTOR, TOTAL OF 6)
 -V RAD CENTER @ 80'-0" AGL

EXISTING CABLE TRAY TO BE
 REMOVED AND REINSTALLED AFTER
 CHIMNEY MOUNT IS INSTALLED

EXISTING ATTIC
 (TYP.) / EXISTING HVAC
 UNIT (TYP.)

EXISTING CHIMNEY
 EXISTING OTHER CARRIER ANTENNAS
 ON CHIMNEY (TYP)
 (3) PROPOSED DISH WIRELESS ANTENNAS
 (1) FUTURE DISH WIRELESS ANTENNAS
 (1) PROPOSED SQUARE CHIMNEY MOUNT
 (6) PROPOSED DISH WIRELESS BRUS
 (3) PROPOSED DISH WIRELESS SUPPRESSION DEVICES
 (TYP. PER SECTOR)
 PROPOSED DISH WIRELESS CABLE TRAY

EXISTING OTHER CARRIER MW DISH
 EXISTING RAISED ROOF
 EXISTING OTHER CARRIER BRUS

11'-0"

EE

IT IS A VIOLATION OF LAW FOR ANY PERSON
 UNLESS THEY ARE ACTING UNDER THE DIRECTION
 OF A LICENSED PROFESSIONAL ENGINEER
 TO ALTER THIS DOCUMENT

-EXISTING SCHOOL BUILDING
 EXISTING TREE (TYP.)

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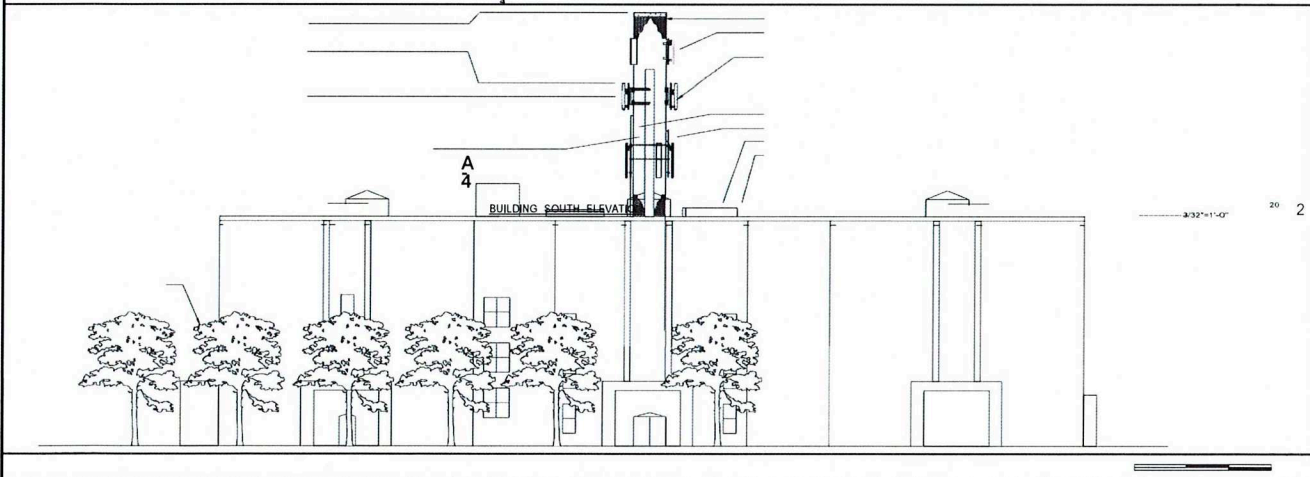
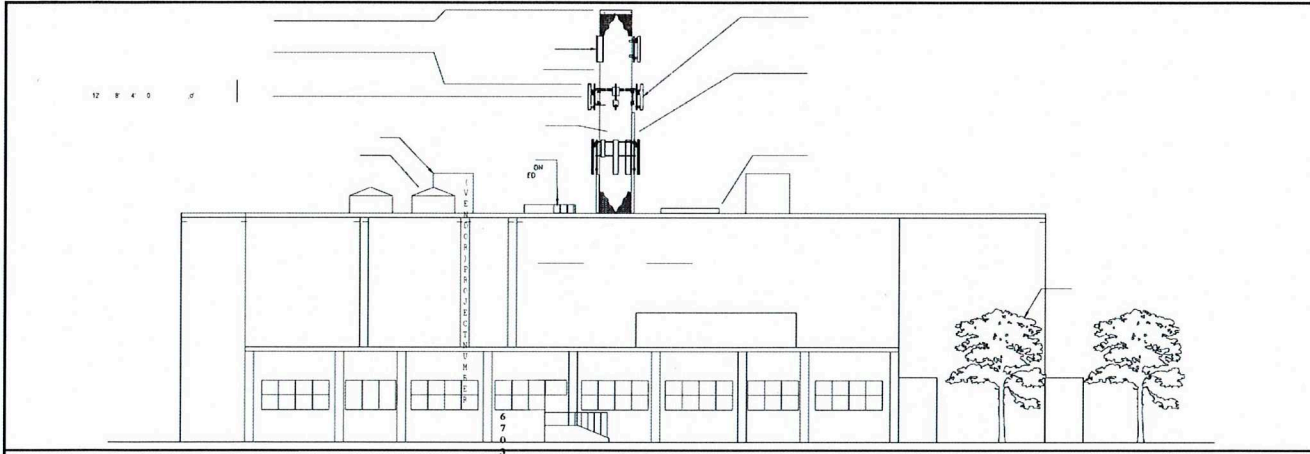
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5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



TRILEAF
architecture | engineering

1818 DEER PIERCE ROAD, STE 500
SAINT LOUIS, MISSOURI 63101
PHONE: 314-667-8111 FAX: 314-667-8888

I hereby certify that the plans, specifications, or other data submitted by me are correct to the best of my knowledge and belief and that I am a duly Licensed Professional Engineer in the State of Missouri.

Project Name: DISH WIRELESS
 Engineer: *[Signature]*
 Date: 08-28-07 (10/04/07)

DRAWN BY:	CHECKED BY:	APPROVED BY:
J5	R2	R2
REVISED REV #:		03/24/2007
CONSTRUCTION DOCUMENTS		
SUBMITTALS		
REV	DATE	DESCRIPTION
A	01/06/07	ISSUED FOR REVIEW
B	02/11/07	ISSUED FOR REVIEW
C	04/11/07	ISSUED FOR REVIEW
1	04/26/07	ISSUED FOR REVIEW
2	11/04/07	ISSUED FOR REVIEW
3	11/02/07	ISSUED FOR REVIEW

DISH WIRELESS PROJECT NUMBER
MMNSP00292A

3611 20TH AVE. S.
MINNEAPOLIS, MN 55407

SHEET TITLE
NORTH AND SOUTH
ELEVATIONS

SHEET NUMBER

- v TOP OF EXISTING CHIMNEY
100'-0" AGL
- v PROPOSED/FUTURE ANTENNAS
TOP OF ANTENNAS @ 83'-0" AGL
- (1) PROPOSED AND (1) FUTURE
DISH WIRELESS ANTENNAS
(TYPICAL PER SECTOR, TOTAL OF 8)
- v RAD CENTER @ 80'-0" AGL

- EXISTING CHIMNEY
- EXISTING OTHER CARRIER ANTENNAS
ON CHIMNEY (TYP.)
- (3) PROPOSED DISH WIRELESS ANTENNAS
- (3) FUTURE DISH WIRELESS ANTENNAS
- (3) PROPOSED SQUARE CHIMNEY MOUNT
- (6) PROPOSED DISH WIRELESS SURGE
SUPPRESSION DEVICES
(TYP. PER SECTOR)
- EXISTING OTHER CARRIER MTD DISH

WIRELESS

EXISTING HVAC DUCT
VENT (TYP.)
EXISTING HVAC UNIT
(TYP.)
EXISTING ATTIC
(TYP.)
EXISTING PARAPET WALL

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BUILDING EAST ELEVATION

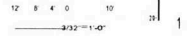
- (3) PROPOSED DISH WIRELESS ANTENNAS
- (3) FUTURE DISH WIRELESS ANTENNAS
- (3) PROPOSED SQUARE CHIMNEY MOUNT
- (6) PROPOSED DISH WIRELESS SURGE
SUPPRESSION DEVICES
(TYP. PER SECTOR)

EXISTING SCHOOL BUILDING
EXISTING LOWER SCHOOL BUILDING
EXISTING HVAC UNITS
WITHIN SCREEN WALL

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UNLESS THEY ARE ACTING UNDER THE DIRECTION
OF A LICENSED PROFESSIONAL ENGINEER
TO ALTER THIS DOCUMENT

- v TOP OF EXISTING CHIMNEY
100'-0" AGL
- v PROPOSED/FUTURE ANTENNAS
TOP OF ANTENNAS @ 83'-0" AGL
- (1) PROPOSED AND (1) FUTURE
DISH WIRELESS ANTENNAS
(TYPICAL PER SECTOR, TOTAL OF 8)
- v RAD CENTER @ 80'-0" AGL
- EXISTING CHIMNEY
- EXISTING OTHER CARRIER MTD DISH
- EXISTING OTHER CARRIER ANTENNAS
ON WALL MOUNTS (TYP.)
- PROPOSED DISH WIRELESS CABLE TRAY

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J

EXISTING SCHOOL BUILDING
EXISTING LOWER SCHOOL BUILDING
EXISTING HVAC UNITS
WITHIN SCREEN WALLS

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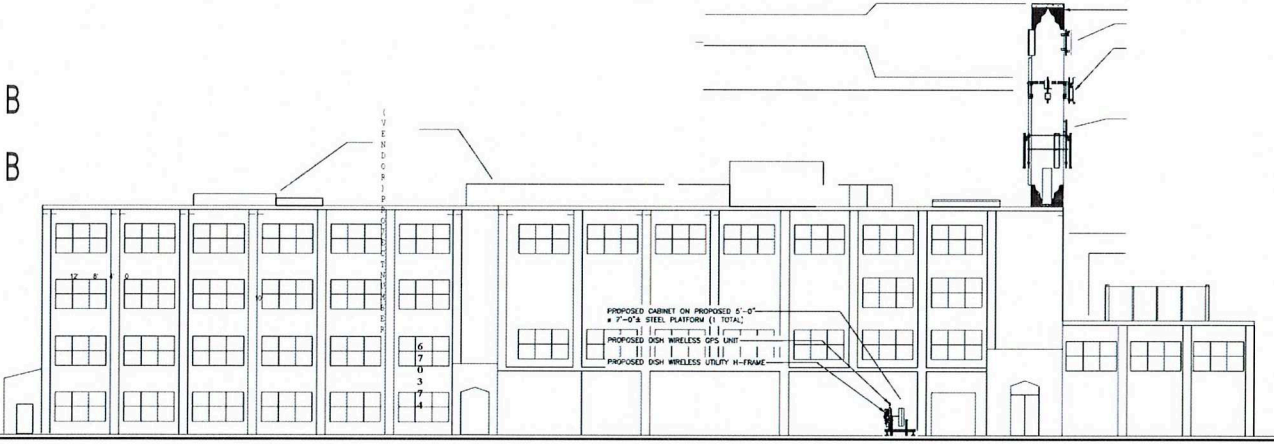
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EXISTING HVAC DUCT
VENT (TYP.)
EXISTING HVAC UNIT
(TYP.)
EXISTING ATTIC
(TYP.)
EXISTING PARAPET WALL

EXISTING TREE (TYP.)

B
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5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



TRILEAF
architects | engineering

1818 DIER PERER ROAD, STE 200
SAINT LOUIS, MISSOURI 63111
PHONE: 314-407-8111 FAX: 314-407-8008

I have created this plan, specification, or schedule and warrant that the same are a true and correct copy of the original as shown to me and that I am a duly Licensed Professional Engineer in the State of Missouri.
By: *[Signature]*
Date: 12-22-11 (Drawn: 1-2012)

DRAWN BY:	CHECKED BY:	APPROVED BY:
J5	R2	R2

RFE# REV # 1 03/24/2012

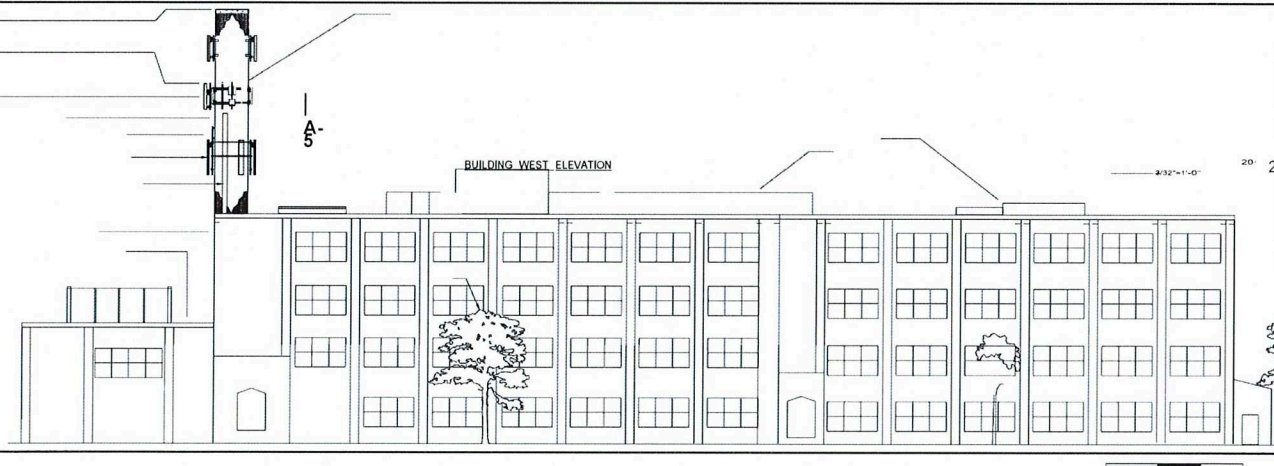
CONSTRUCTION DOCUMENTS

REV	DATE	DESCRIPTION
1	01/06/2011	ISSUED FOR REVIEW
2	02/17/2011	ISSUED FOR REVIEW
3	04/15/2011	ISSUED FOR REVIEW
4	06/25/2011	ISSUED FOR REVIEW
5	11/02/2011	ISSUED FOR REVIEW
6	11/02/2011	ISSUED FOR REVIEW

DISH WIRELESS PROJECT NUMBER
MMSP00292A

3611 20TH AVE. S.
MINNEAPOLIS, MN 55407

SHEET TITLE
EAST AND WEST ELEVATIONS
SHEET NUMBER



20'-0"

2

LANDLORD SITE NAME: Keewaydin Elementary School
TENANT SITE NUMBER: MNMSP00379A

SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT (“Lease”), made this ___ day of _____, 2022 (“Effective Date”), between the Minneapolis Public School District, Special School District No. 1, a special school district created and existing under Minnesota law (“Landlord”), and DISH Wireless L.L.C., a Colorado limited liability company having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112 (“Tenant”).

WHEREAS, Tenant and Landlord wish to enter a lease setting forth the terms and conditions of Tenant’s occupancy and use of a portion of Landlord’s property (the “Property”), located at 5209 30th Ave. S., Minneapolis, Minnesota 55417, commonly known as Keewaydin Elementary School and legally described in Exhibit A attached hereto, superseding and replacing all prior agreements and understanding concerning the same.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

AGREEMENT

1. **Leased Premises.** Subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant and Tenant leases from Landlord approximately thirty-five (35) square feet of exterior space on the roof of the building located on the Property for attachment of wireless communication antennas (“Antennas”) and associated equipment and electronics (together, “Tenant Facilities”), space required for cable runs between the Antennas and other Tenant Facilities, and existing or new utility sources at the Property or within the nearest public right of way, and non-exclusive rights of ingress and egress to the Tenant Facilities as provided herein, all as depicted on attached Exhibit B (collectively, the “Leased Premises”), subject to any existing easements. The location, design and specifications of the Antennas and other Tenant Facilities is detailed in attached Exhibit C.

2. **Rent.**

(a) **Amount; Adjustments.** As consideration for this Lease, Tenant shall pay Landlord an annual rent in the amount of Eighteen Thousand and 00/100 Dollars (\$18,000.00), pro-rated for the initial year (i.e., \$18,000 multiplied by the fraction produced by dividing the number of days from the Effective Date to December 31 of the year in which the Lease is executed by 365), which shall be paid within thirty (30) days of execution of the Lease. The annual rent shall be increased each year on January 1 by five percent (5%) of the previous year’s annualized rental.

HLN

- (b) Time of Payment; Taxes. The annual rental shall be paid before January 1 of each year. For the first year, the rental shall be prorated through December 31 and shall be paid to Landlord within thirty (30) days after the Commencement Date. In addition to the annual rental, Tenant agrees to timely pay its pro rata share of any taxes or other charges imposed upon the property by a governmental agency required as a direct result of this Lease and all other payments required herein.

3. Governmental Approval Contingency. Tenant's right to use the Leased Premises is expressly made contingent upon its obtaining all the certificates, permits, zoning and other approvals that may be required by any federal, state, or local authority. Tenant shall provide Landlord with copies of all approvals obtained including its building permit prior to commencing construction and shall give Landlord no less than seven (7) days' notice prior to initiating construction. Further, before initiating improvements or other construction on the Property, Tenant must certify that the improvements and construction will not permanently damage the building, its roofing surface and its appurtenant facilities. The Landlord, at the sole discretion of the Landlord, may hire an independent consultant to review the construction drawings and plans for structural and practical considerations, and to inspect and monitor construction and installation work for quality assurance and quality control. The Tenant is required to construct facilities in accordance with MPS Master Specifications. The Tenant shall reimburse all actual, reasonable costs of such independent consultant if retained by Landlord. Such reimbursement shall be due within sixty (60) days of receipt of a detailed invoice from Landlord.

4. Term and Renewals. The "Initial Term" of this Lease shall commence on full execution of the Lease ("Commencement Date") and end on December 31, 2026. Subject to the terms and conditions of this Lease, Tenant shall have the right to extend this Lease for four (4) additional five (5) year renewal periods ("Renewal Term") commencing on January 1 following the expiration date of the Initial Term or of any subsequent Renewal Term.

This Lease shall be automatically renewed for each successive Renewal Term unless Tenant sends written notice of non-renewal to Landlord no later than ninety (90) days prior to the expiration of the Initial Term or any Renewal Term, such notice provided in accordance with Paragraph 19 of this Lease.

5. Tenant's Use.

- (a) Purposes. Tenant shall use the Leased Premises only for the purpose of installing, maintaining, and operating the Tenant Facilities, and uses incidental thereto for providing radio and wireless telecommunication services which Tenant is legally authorized to provide in compliance with those construction drawings attached hereto as Exhibit C, the approval of which is hereby acknowledged. Tenant's use of the Property and building shall be non-exclusive, and Landlord specifically reserves the right to allow use by other parties and to make additions, deletions, or modifications to its own facilities on the Property. Landlord and Tenant shall comply with all applicable ordinances, statutes and regulations of local, state and federal government agencies.

- (b) Construction. Tenant may erect and operate an antenna array consistent with its approved construction drawings attached as Exhibit C. Tenant may not increase the number of antennas or otherwise expand the Tenant Facilities without first securing the written approval of Landlord. Tenant may change the type of antenna installed as technology changes without invalidating this lease. An access permit will be required for antenna changes. See paragraph 5(e) below.
- (c) Operation. Tenant shall have the right, at its sole cost and expense, to operate and maintain the Tenant Facilities on the Leased Premises in accordance with good engineering practices and with all applicable local, state, and federal laws, rules and regulations. Any damage done to the Leased Premises or other Landlord property including the Leased Premises during installation or during operations, shall be repaired at Tenant's expense, said repairs to be undertaken immediately upon receipt of notice from Landlord, in the event the damage endangers the safe operation of the Leased Premises, or within thirty (30) days in the event the damage does not endanger the safe operation of the Leased Premises. If the Tenant fails to undertake or complete these repairs, the Landlord may repair the damage and charge the Tenant for all actual costs associated with the repair. Tenant shall reimburse Landlord for such costs within sixty (60) days of receipt of a detailed invoice and documentation evidencing such damage. The Tenant Facilities shall remain the exclusive property of the Tenant.
- (d) Maintenance; Improvement Expenses. All modifications to the Leased Premises and all improvements made for Tenant's benefit shall be at the Tenant's expense and such improvements shall be maintained in a good state of repair, at least equal to the standard of maintenance of the Landlord's facilities on or adjacent to the Leased Premises and kept secured by Tenant. The Tenant agrees to clean and/or repair any damage done to its Tenant Facilities due to vandalism within three (3) days of notification of such damage. Furthermore, the Tenant agrees to pay all costs associated with said cleaning or repair. If repair is not commenced within three (3) days notification, the Landlord may repair the damage and charge the Tenant for all costs associated with the repair. Tenant shall reimburse Landlord for such costs within sixty (60) days of receipt of a detailed invoice and documentation evidencing such damage.
- (e) Replacements. Before the Tenant may update, modify, or replace the Tenant Facilities other than as provided for in the construction drawings attached as Exhibit C, Tenant shall request the approval of the Landlord and provide detailed plans and specifications to Landlord. Tenant shall submit to Landlord such detailed plans and specifications for any such replacement facilities together with any other information reasonably requested by Landlord regarding such update, modification, or replacement (including, but not limited, to a technical study) all of which will be carried out at Tenant's expense including an additional, reasonable administration fee as deemed appropriate by the Landlord to cover all expenses. Landlord may not unreasonably withhold approval. Notwithstanding the foregoing, Landlord approval and review of plans and specifications shall not be required for routine

repairs to and maintenance of the Tenant Facilities, or for the replacement of existing Tenant Facilities with equipment of substantially the same or smaller dimensions and weight.

- (f) Drawings. Within a reasonable time after Landlord's request, Tenant shall provide Landlord with as-built drawings (in PDF and Autocad formats) of the equipment and improvements installed on the Leased Premises showing the actual location of all Tenant Facilities.
- (g) No Interference. Tenant shall, at its own expense, maintain its Tenant Facilities on or attached to the Leased Premises in a safe condition, in good repair and in a manner suitable to Landlord so as not to conflict with the use of the surrounding premises by Landlord. Tenant shall not unreasonably interfere with the operations of any prior tenant using the Leased Premises and shall not interfere with the working use of facilities thereon or to be placed thereon by Landlord.
- (h) Access. Tenant, at all times during this Lease, shall have access to the Leased Premises provided that the Landlord may establish procedures for Tenant and its employees, agents, and contractors, to obtain access to the building. Tenant shall abide by requirements established for access by the Executive Director of Facilities, Building Principal, Manager or designee. Any and all access to, and entry upon, the Leased Premises by Tenant shall at all times be conducted in such a manner as not to disturb or interfere with Landlord's use and occupancy of the building. If this Lease pertains to a school building in use by students and staff, Lessee shall sign in at the school's main office whenever Lessee is on the Property or making access to the Leased Premises and Landlord may, as deemed necessary, deny access during school hours. Tenant shall notify Landlord of its intent to gain access to the Leased Premises in advance, except in an emergency. **Tenant may request access to the Leased Premises twenty-four (24) hours a day, seven (7) days a week with advance notice the District Operations Center by calling 612-668-0322.** Tenant shall be responsible for all costs Landlord incurs as a result of requests for access, and Landlord will bill Tenant for such costs.
- (i) Payment of Utilities. Tenant may install, or arrange for installation of, electric service, fiber service and other utilities associated with its use of the Leased Premises to the extent documented in Exhibit C or otherwise approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant shall separately meter charges for the consumption of electricity, fiber and other utilities, and Tenant shall promptly pay all costs associated therewith.

6. **Landlord Maintenance; Expenses**. Upon notice from Landlord, Tenant shall promptly pay to Landlord all actual and documented additional Landlord expenses incurred in maintaining the Leased Premises, that are caused by Tenant's occupancy of the Leased Premises. Tenant acknowledges the need for periodic maintenance of the Leased Premises, including repair of the Leased Premises and its roof coatings. Tenant must remove Tenant's Facilities at Tenant's cost,

upon reasonable notice to allow maintenance, repair, repainting, restoration or other activity as determined and required by Landlord. Landlord will not be responsible for scheduled interruptions in use of the Antennas or other Tenant Facilities. Except in the case of an emergency, Landlord must provide Tenant ninety (90) days' notice of commencement of maintenance activities, if such maintenance requires Tenant to temporarily remove and relocate Tenant Facilities to accommodate such activities. In case of an emergency, Landlord may remove the Tenant Facilities, at the Tenant's expense, and shall notify Tenant within a reasonable time. An "emergency" shall be deemed to exist in those situations which constitute an immediate threat to the health or safety of the public or immediate danger to the Landlord's facilities or property. In the event the use of the Tenant Facilities is interrupted, Tenant may provide and maintain mobile cellular sites on the Property only after such temporary facilities have been approved by Landlord, on land owned or controlled by Landlord in the immediate area of the Property. If Tenant is unable to operate a temporary mobile facility during maintenance, then Tenant shall be entitled to a rental abatement during any period during which the Tenant Facilities is interrupted, on a pro rata basis, which amount may be deducted from the following year's annual rental amount or, if such abatement occurs during the final year of the Lease, Landlord shall reimburse Tenant for the amount of such abatement within thirty (30) days of expiration or termination of the lease. Tenant is responsible for any cost associated with the protection of the Tenant Facilities during these periodic or emergency activities. Tenant further agrees that the Landlord is not responsible for transmission lines during routine maintenance. Tenant may, at Tenant's own expense, test said lines before and after maintenance. Following completion of maintenance work, Tenant may reinstall its equipment on the Leased Premises in the same location and in the same manner as before the removal. Except for an emergency, Tenant shall not be required to remove the Tenant Facilities to accommodate maintenance more than once during any five-year period.

7. **Defense and Indemnification.**

- (a) General. Tenant agrees to defend, indemnify and hold harmless Landlord and its elected officials, officers, employees, agents, and representatives, from and against any and all third-party claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by Landlord and arising from Tenant's installation, maintenance, and operation of its Tenant Facilities or use of the Leased Premises, except those which arise in part or in whole from the negligence, willful misconduct, or other fault of Landlord, its elected officials, officers, employees, agents or representatives, or other user of the property. Tenant shall defend all third-party claims arising out of the installation, operation, use, maintenance, repair or removal of Tenant Facilities, equipment and related facilities on the Leased Premises, except those which arise in part or in whole from the negligence, willful misconduct, or other fault of Landlord, its elected officials, officers, employees, agents or representatives, or other user of the property. Landlord agrees to defend, indemnify and hold Tenant harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of Landlord's use of the Leased Premises, except those which arise from the negligence, willful misconduct, or other fault of Tenant. Landlord shall not be obligated to indemnify Tenant in any amount in excess of the limitations of liability

set forth in Minnesota Statutes, Chapter 466, less any amounts which Landlord is obligated to pay by reason of the liability of the Landlord, its officers, employees, and agents arising out of the same act or occurrence.

- (b) Hazardous Materials. Without limiting the scope of paragraph 7(a) above, Tenant will be solely responsible for and will defend, indemnify, and hold Landlord, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the Leased Premises resulting from the Tenant's use of Hazardous Materials. Notwithstanding the foregoing, in no event shall Tenant have any liability whatsoever with respect to any Hazardous Materials that were on, about, adjacent to, under or near the Leased Premises or Property prior to the Effective Date, or that were generated, possessed, used, stored, released, spilled, treated, transported, manufactured, refined, handled, produced or disposed of on, about, adjacent to, under or near the Leased Premises or Property by Landlord, its agents, employees, contractors or invitees, or any third party who is not an employee, agent, contractor or invitee of Tenant. For purposes of this Lease, "Hazardous Materials" shall be interpreted broadly and specifically includes, without limitation, asbestos, fuel, batteries or any hazardous substance, waste, or materials as defined in any federal, state, or local environmental or safety law or regulations including, but not limited to, CERCLA. Landlord represents that (1) that neither Landlord nor, to Landlord's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within the Property in violation of any law or regulation; and (2) that Landlord will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Property in violation of any law or regulation.
- (c) Tenant's Warranty. Tenant represents and warrants that its use of the Leased Premises will not generate, and Tenant will not store or dispose of on the Leased Premises, nor transport to or over the Leased Premises, any Hazardous Materials in violation of any law or regulation governing the use, transport, or storage of Hazardous Materials. Tenant agrees to notify the Landlord in writing within 48 hours of the existence of Hazardous Materials on the Leased Premises. Notwithstanding the foregoing, the parties acknowledge that Tenant shall be permitted to use batteries and industrial cleaning supplies, in the normal course of Tenant's operations, without prior written notice to Landlord, provided that Tenant shall use, transport, or store such materials in compliance with all laws or regulations governing the use, transport or storage of Hazardous Materials. The obligation of this Paragraph 8 shall survive the expiration or other termination of this Lease.

8. [Intentionally Omitted].

9. Insurance.

- (a) Workers' Compensation. The Tenant must maintain Workers' Compensation insurance in compliance with all applicable statutes. The policy shall also provide Employer's Liability coverage with limits of not less than \$500,000 Bodily Injury each accident, \$500,000 Bodily Injury by disease, policy limit, and \$500,000 Bodily Injury by disease, each employee.
- (b) General Liability. The Tenant must maintain an occurrence form of comprehensive general liability coverage. Such coverage shall include, but not be limited to, bodily injury, property damage - broad form, and personal injury, for the hazards of Premises/Operation, broad form contractual, independent contractors, and products/completed operations.

The Tenant must maintain aforementioned comprehensive general liability coverage with limits of liability not less than \$1,500,000 each occurrence and \$2,000,000 general aggregate. These limits may be satisfied by the comprehensive general liability coverage or in combination with an umbrella or excess liability policy, provided coverage afforded by the umbrella or excess policy are no less than the underlying comprehensive general liability coverages.

- (c) Automobile Liability. The Tenant must carry Automobile Liability coverage. Coverage shall afford total liability limits for Bodily Injury Liability and Property Damage Liability in the amount of not less than \$1,500,000 per accident. The liability limits may be afforded under the Commercial Policy, or in combination with an Umbrella or Excess Liability Policy provided coverage afforded by the Umbrella Excess Policy are no less than the underlying Commercial Auto Liability coverage.

Coverage shall be provided for Bodily Injury and Property Damage for the ownership, use, maintenance or operation of all owned, non-owned and hire d automobiles.

The Commercial Automobile Policy shall include at least statutory personal injury protection, uninsured motorists and underinsured motorist's coverage.

- (d) Tenant Property Insurance. The Tenant must keep in force for the duration of the Lease a policy covering damages to Tenant Facilities at the Leased Premises. The amount of coverage shall be sufficient to replace the damaged property, loss of use and comply with any ordinance or law requirements.
- (e) Additional Insured - Certificate of Insurance. The Tenant shall provide, prior to tenancy, evidence of the required insurance in the form of a Certificate of Insurance issued by a company authorized to do business in the state of Minnesota, such insurance company to be reasonably acceptable to Landlord, which includes all coverages required in this Paragraph 9. Tenant will include the Landlord as an Additional Insured on the General Liability and Commercial Automobile Liability Policies. The Certificate(s) shall also provide that Tenant or Tenant's insurance

provider shall provide Landlord with thirty (30) days prior written notice of cancellation or non-renewal.

- (f) Waiver of Claims; Subrogation. Each of Landlord and Tenant hereby releases the other from any and all liability or responsibility to the other or anyone claiming through or under it by way of subrogation or otherwise for any loss or damage that may occur to the Leased Premises or any improvements thereto, or the Leased Premises or any improvements thereto, or any property of such party therein, by reason of fire or any other cause which could be insured against under the terms of standard fire and extended coverage (all-risk) insurance policies, regardless of cause or origin, including fault or negligence of the other party hereto, or anyone for whom such party may be responsible. Each party shall cause each insurance policy obtained by it to provide that the insurer waives all rights of recovery by way of subrogation against either party hereto in connection with damage covered by such policy. The releases in this Subparagraph will be effective whether or not the loss was actually covered by insurance. Tenant assumes all risk of loss or damage of Tenant's property or leasehold improvements within the Leased Premises, including any loss or damage caused by water leakage, fire, windstorm, explosion, theft, act of any tenant, or other cause, except to the extent such loss or damage is due to or results from the negligence or misconduct of Landlord, its agents, employees, contractors or invitees.
- (g) Adjustment to Insurance Coverage Limits. Liability coverage required by paragraphs 9(b) and (c) may be increased as needed so that the coverage per occurrence is, at all times, the same or greater than the maximum liability specified in Minnesota Statutes, section 466.04 for any number of claims arising out of the same occurrence, provided that the parties shall mutually agree upon such increase.

10. **Damage or Destruction.** If the Leased Premises is destroyed or damaged, without contributory fault of the Tenant or its agents, so as, in Tenant's judgment, to hinder its effective use of the Tenant Facilities, Tenant may elect to terminate this Lease upon 30 days' written notice to Landlord. In the event Tenant elects to terminate the Lease, Tenant shall be entitled to a pro rata reimbursement of prepaid rent covering the period subsequent to the date of damage to or destruction of the Leased Premises.

11. **Lease Termination.**

- (a) Events of Termination. Except as otherwise provided herein, this Lease may be terminated by either party as may be expressly provided in this Lease, or upon sixty (60) days' written notice to the other party as follows:
 - (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default to the other party (without, however, limiting any other rights of the parties pursuant to any other provisions hereof); unless such default may not reasonably be cured within a sixty (60) day period in which

case this Lease may not be terminated if the defaulting party commences action to cure the default within such sixty (60) day period and proceeds with due diligence to fully cure the default; however, such period shall not, in any event, extend beyond one hundred twenty (120) days of receipt of written notice of default;

- (ii) by Tenant if it attempts in good faith but fails to obtain or maintain a license, permit or other governmental approval necessary for the operation of the Tenant Facilities;
 - (iii) by Tenant, upon ninety (90) days' written notice to Landlord, if: (i) changes in applicable law prohibit Tenant's continued operation of the Tenant Facilities; (ii) if Tenant determines that Tenant's use of the Leased Premises is obsolete or unnecessary, upon payment of a termination fee equal to one (1) year of rent; or (iii) if Landlord or a third party installs any structure, equipment or other item on the Property which prevents Tenant from being able to use the Tenant Facilities to transmit signals;
 - (iv) by Landlord, following expiration of the first Renewal Term, upon one (1) year's written notice to Tenant, if it decides, for any reason, to redevelop the Leased Premises in a manner inconsistent with the continued use of the Leased Premises by Tenant and/or discontinue use of the Leased Premises for all purposes; or
 - (v) by Landlord if it determines that the Leased Premises is structurally unsound, including, but not limited to, consideration of age of the Leased Premises, damage or destruction of all or part of the Leased Premises on the Leased Premises from any source, or factors relating to condition of the Leased Premises.
- (b) Notice of Termination. The parties shall give notice of termination in writing by certified mail, return receipt requested. Such notice shall be effective upon receipt as evidenced by the return receipt. All rentals paid for the Lease prior to said termination date shall be retained by Landlord unless such termination is due to breach by Landlord.
- (c) Tenant's Liability for Early Termination. If Tenant terminates this Lease for any other reason other than as expressly provided in this Lease, Tenant shall pay to Landlord the annual rent for the remainder of the then-current Initial Term or Renewal Term.
- (d) Site Restoration. In the event that this Lease is terminated or not renewed, Tenant shall immediately cease operation and use of the antennas for communication purposes and shall have sixty (60) days from the termination or expiration date to remove its Tenant Facilities, and related equipment from the Leased Premises, repair the site and restore the surface of the building. Prior to initiating

construction, Tenant shall deposit with Landlord in the form of cash, performance bond, irrevocable letter of credit, or other acceptable security the sum of \$50,000, to secure the cost of removal of the Tenant Facilities and repair and restoration of the Leased Premises following expiration or termination of the Lease, which shall be fully refunded to Tenant upon the timely removal of the Tenant Facilities and related equipment, the repair of the site and the restoration of the building surface to the reasonable satisfaction of the Landlord.

If Landlord removes the Tenant Facilities or related equipment, Landlord must give written notice to the above entities at the addresses provided, informing them that Tenant Facilities or related property have been removed and will be deemed abandoned if not claimed and the storage fees and other reasonable costs paid using the \$50,000 removal bond. Landlord shall provide written notice to Tenant prior to accessing the bond to pay such costs. The obligations of this Subparagraph (d) shall survive the expiration or other termination of this Lease.

12. **Limitation of Landlord's Liability.** If Landlord causes interruption of the business of Tenant or for any other Landlord breach of this Lease, Landlord's liability for damages to Tenant shall be limited to the actual and direct costs of equipment removal, relocation or repair and shall specifically exclude any recovery for value of the business of Tenant as a going concern, future expectation of profits, loss of business or profit or related damages to Tenant.

13. **Temporary Interruptions of Service.** If Landlord reasonably determines that continue d operation of the Tenant Facilities would cause or contribute to an immediate threat to public health and/or safety (except for any issues associated with human exposure to radio frequency omissions regulated by the federal government), Landlord may order Tenant to discontinue its operation. Tenant shall immediately comply with such an order. Service shall be discontinued only for the period that the immediate threat exists. If Landlord does not give prior notice to Tenant, Landlord shall notify Tenant as soon as possible after its action and give its reason for taking the action. Landlord shall not be liable to Tenant or any other party for any interruption in Tenant's service or interference with Tenant's operation of its Tenant Facilities, except as may be caused by the willful misconduct of the Landlord, its employees or agents and except if Landlord's determination is found by a court of competent jurisdiction to have been negligent. If the discontinuance extends for a period greater than three (3) days, either consecutively or cumulatively, Tenant shall have the right to terminate this Lease within its sole discretion for cause and without the payment of any damages.

14. **Tenant Interference.**

(a) **With Landlord.** Tenant shall not interfere with Landlord's use of the Property and building and agrees to cease all such actions which unreasonably and materially interfere with Landlord's use thereof upon receipt of notice of the interference from Landlord. In the event that Tenant's cessation of action is material to Tenant's use of the Leased Premises and such cessation frustrates Tenant's use of the Leased Premises, within Tenant's sole discretion, Tenant shall have the immediate right to terminate this Lease for cause and without the payment of any damages.

- (b) Interference Study - New Occupants. Upon written notice by Landlord that it has a bona fide request from any other party to lease an area including or in close proximity to the Leased Premises area, Tenant agrees to provide Landlord, within sixty (60) days, the radio frequencies currently in operation or to be operated in the future of each transmitter and receiver installed and operational on the Leased Premises at the time of such request. Landlord may then have an independent, registered professional engineer of Landlord's choosing to perform the necessary interference studies to determine if the new applicant's frequencies will cause harmful radio interference to Tenant. Landlord shall require the new applicant to pay for such interference studies.
- (c) Interference - New Occupants. Landlord agrees that it will not grant a future lease in the Leased Premises area to any party who is reasonably anticipated to interfere with Tenant's operation of its Tenant Facilities. Landlord shall cause the elimination of any interference with the operations of Tenant caused by such subsequent occupants. If such interference is not eliminated, Tenant shall have the right to terminate this Lease or seek injunctive relief against the interfering occupant, at Tenant's expense.

15. Assignment and Subletting. Tenant may not assign, sublet, or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of Landlord, provided, however, that Tenant may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty percent (50%) or more of its stock or assets, subject to any financing entity's interest, if any, in this Lease as set forth in Paragraph 26 below. Upon written approval by Landlord of such assignment, transfer, sale requiring Landlord's prior written consent, the Tenant shall remit payment to Landlord of the sum of six thousand dollars (\$6,000) for Landlord's administrative costs for the transfer. Landlord may assign this Agreement upon written notice to Tenant, subject to the assignee assuming all of Landlord's obligations herein, including but not limited to, those set forth in Paragraph 26 below. Notwithstanding anything to the contrary contained in this Lease, Tenant may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Lease to any financing entity, or agent on behalf of any financing entity to whom Tenant: (i) has obligations for borrowed money or in respect of guaranties thereof; (ii) has obligations evidenced by bonds, debentures, notes or similar instruments; or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

Per the Landlord's requirements (Minneapolis Public Schools, School Board regulation 7010B), Tenant shall conduct radio frequency testing every two years of the anniversary of the Effective Date and shall provide results to the District within thirty (30) days.

16. Condemnation. In the event the whole of the Leased Premises is taken by eminent domain and, as a result, Tenant is unable to operate the Tenant Facilities, this Lease shall terminate as of the date title to the Leased Premises vests in the condemning authority. In the event a portion of the Leased Premises is taken by eminent domain, either party shall have the right to terminate this

Lease as of said date of title transfer, by giving thirty (30) days' written notice to the other party. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the award paid for the taking and the Landlord shall receive full amount of such award. Tenant hereby expressly waives any right or claim to any portion thereof. Although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises, shall belong to Landlord, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant for relocation benefits or assistance.

17. **Disputes**. Any claim, controversy or dispute arising out of this Lease not resolved within ten (10) days following notice of the dispute, shall be submitted first and promptly to mediation. Each party shall bear its own costs of mediation and shall share equally the common costs of mediation. If mediation does not result in settlement within forty-five (45) days after the matter was submitted to mediation, either party may pursue all available remedies in any court of competent jurisdiction in Hennepin County, Minnesota.

18. **Enforcement and Attorneys' Fees**. In the event that either party to this Lease shall bring a claim in court to enforce any rights hereunder, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees incurred as a result of such claim.

19. **Application Fee**. A non-refundable application fee of eleven thousand, five hundred dollars (\$11,500) has been received by Landlord.

20. **Notices**. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

If to Landlord: Minneapolis Public Schools
Attn: Real Estate Manager
1250 West Broadway
Minneapolis, MN 55411

To Tenant: DISH Wireless L.L.C.
Attn: Lease Administration/MNMSP00379A
5701 South Santa Fe Drive
Littleton, Colorado 80120

21. **Authority**. Each of the individuals executing this Lease on behalf of the Tenant or the Landlord represents to the other party that such individual is authorized to do so by requisite action of the party to this Lease.

22. **Binding Effect**. This Lease shall run with the Property. This Lease shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

23. **Complete Lease; Amendments**. This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements or

understandings of any kind concerning Tenant's occupancy and use of the Leased Premises. Any modification of or amendment to this Lease must be in writing and executed by both parties.

24. **Governing Law.** This Lease shall be construed in accordance with the laws of the State of Minnesota.

25. **Severability.** If any term of this Lease is found be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

26. **Memorandum.** Upon request by either party, the parties agree to promptly execute and deliver a recordable Memorandum of this Lease in a form acceptable to both parties which may be recorded by the party requesting the Memorandum of Lease.

27. **Warranty of Title and Quiet Enjoyment.** Lessor warrants that: (i) Lessor owns the Property in fee simple and has rights of access thereto and the Property is free and clear of all liens, encumbrances and restrictions; (ii) Lessor has full right to make and perform this Agreement; and (iii) Lessor covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Premises.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

LANDLORD:
Minneapolis Public School
District, Special School District No. 1

Signature

Printed Name

Title

Date

TENANT:
DISH WIRELESS L.L.C.



Signature

Printed Name **Dave Mayo**
Executive VP
DISH Wireless

Title

Date **11/4/2022**

EXHIBIT A

The Property

Property Address: 5209 30th Ave. S., Minneapolis, MN 55417

Parcel Identification Number: 13-028-24-44-0002

Legal Description of the Property:

All of lot 2 including the vacated alley in said block 2 and adjacent west half of vacated NOKOMIS AVE,
GJERTSENS LAKEAMELIA ADDITION to Minneapolis, Hennepin County, Minnesota

EXHIBIT B

Leased Premises

(See attached site plan)

NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS
2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED GPS UNIT TRANSMITTING ANTENNAS AND EXISTING GPS UNITS

LJ

II

EXISTING
GRADE
AREA



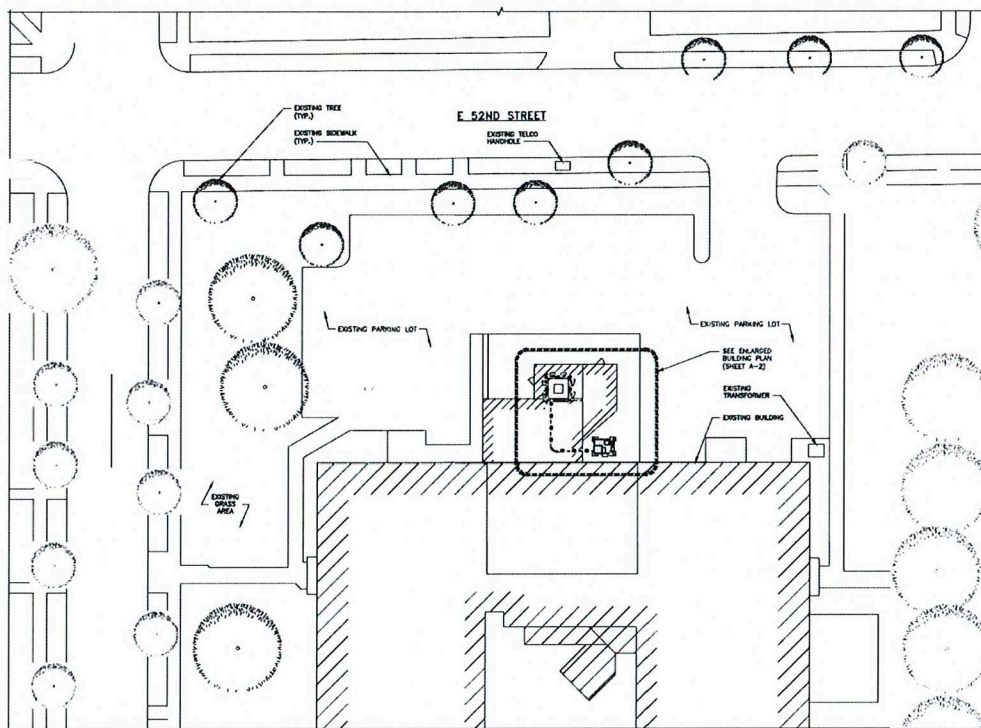
N

OVERALL SITE PLAN

18 12 2 4 0
10 32 1

A-1

1/16"=1'-0"



dish
wireless.

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



TRILEAF
ARCHITECTURE | ENGINEERING
1616 BIRD STREET SUITE 200, ST. LOUIS, MO 63103
PHONE: (314) 433-8711 FAX: (314) 433-8712

I hereby certify that the work shown on this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Missouri.
Professional Engineer: BOOBY E. JENKINS
Signature: *Booby E. Jenkins*
Date: 08/09/2021 License No. 11842

IF IS A VIOLATION OF LAW FOR ANY PERSON, OTHER THAN THE REGISTERED ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY:	CHECKED BY:	APPROVED BY:
ZS	RZ	RZ

RFD: REV # 5 08/09/2021

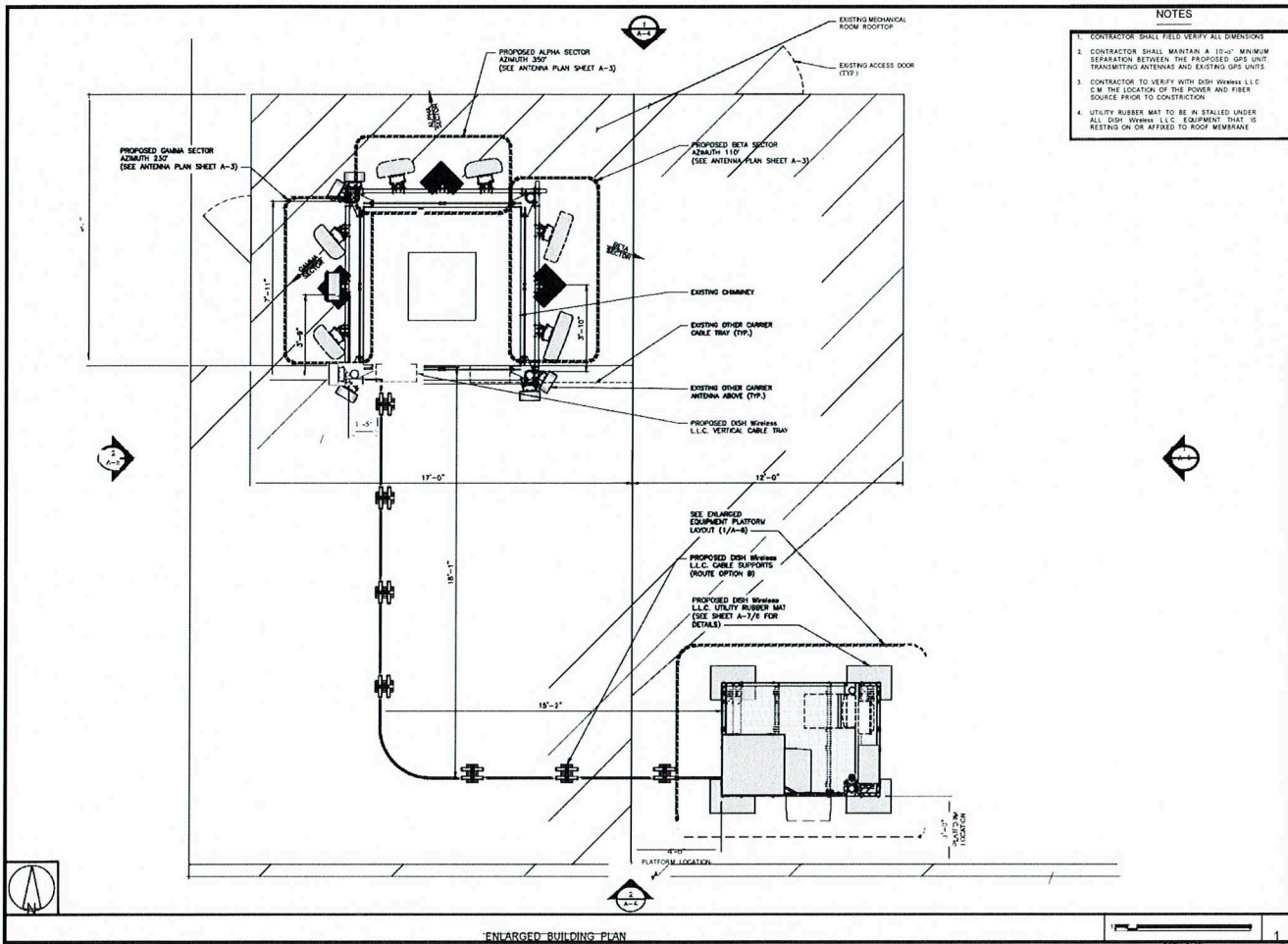
CONSTRUCTION DOCUMENTS

REV	DATE	DESCRIPTION
A	05/18/2021	ISSUED FOR REVIEW
B	08/05/2021	ISSUED FOR REVIEW
C	10/26/2021	ISSUED FOR REVIEW

A&E PROJECT NUMBER
676886

DISH WIRELESS, LLC
PROJECT INFORMATION
MNMSP00379A
5209 30TH AVE. S,
MINNEAPOLIS, MN 55417

SHEET TITLE
OVERALL
SITE PLAN
SHEET NUMBER



NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS
2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED GPS UNIT TRANSMITTING ANTENNA AND EXISTING GPS UNITS
3. CONTRACTOR TO VERIFY WITH DISH WIRELESS L.L.C. THE LOCATION OF THE POWER AND FIBER SOURCE PRIOR TO CONSTRUCTION
4. UTILITY RUBBER MAT TO BE INSTALLED UNDER ALL DISH WIRELESS L.L.C. EQUIPMENT THAT IS RESTING ON OR AFFIXED TO ROOF MEMBRANE



8701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



TRILIFAF
Construction | Engineering

1410 S DICK PETERS ROAD, STE 200
SALVATERRA, MINNESOTA 55124
PHONE: 612-440-0111 FAX: 612-440-0112

I hereby certify that we are duly licensed and qualified to perform the services described herein and that we are duly licensed and qualified to perform the services described herein.

Professional Engineer
Kevin M. MacGowan
Date: 08/09/2021 License No. 11902

IF IT IS A VIOLATION OF THE FCRA AND PERSONAL FINANCE LAWS, YOU MAY HAVE THE RIGHT TO ALTERNATE THIS DOCUMENT.

DRAWN BY: CHECKED BY: APPROVED BY:

ZS RZ RZ

RTDS REV # 5 08/09/2021

CONSTRUCTION DOCUMENTS

REV	DATE	DESCRIPTION
A	07/18/2021	ISSUE FOR REVIEW
B	08/02/2021	ISSUE FOR REVIEW
C	10/26/2021	ISSUE FOR REVIEW

A&E PROJECT NUMBER
676886

DISH WIRELESS, L.L.C.
PROJECT INFORMATION
MNMSP00379A
5209 30TH AVE. S.
MINNEAPOLIS, MN 55417

SHEET TITLE
ENLARGED BUILDING PLAN

SHEET NUMBER
A-2

EXHIBIT C

Tenant Facilities- Plans and Specifications

(See attached construction drawings)

NOTES

- 1 CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS
- 2 ANTENNA SPECIFICATIONS REFER TO ANTENNA SCHEDULE AND TO FINAL CONSTRUCTION RYDS FOR ALL RF DETAILS
- 3 EXISTING EQUIPMENT AND FENCE OMITTED FOR CLARITY
- 4 ALL ANTENNAS TO BE COLOR MATCHED TO CHIMNEY
- 5 ALL APERTURANCES TO BE PAINTED TO MATCH EXISTING BUILDING
- 6 HYBRID CABLES TO BE COVERED WITH SHROUDS AND TO BE PAINTED TO MATCH EXISTING BUILDING

PROPOSED DSH Wireless LLC ANTENNA
(TYP OF 3) (SEE SHEET A-9/5 FOR DETAILS)

PROPOSED DSH Wireless LLC
50 RH# (TYP 1 PER SECTOR,
TOTAL 3) (SEE SHEET A-9/1
FOR DET)

PROPOSE
RKHQVP
(TYP 3 P
SEE SH

PROPOSE
(TYP 1 P
SEE SH

FUTURE
(TYP OF
DETAILS)

PROPOSED DSH Wireless LLC
CABLE SUPPORT (TYP) (SEE
SHEET A-8/4 FOR DETAILS)



PROPOSED DSH Wireless LLC
CHIMNEY ANTENNA MOUNT
(TYP OF 2) (SEE SHEET
A-9/9 FOR DETAILS)

PROPOSED DSH Wireless LLC
CROSSOVER CLAMP
(TYP 3 PER SECTOR, TOTAL 9)
(SEE SHEET A-9/8 FOR DETAILS)

FUTURE DSH Wireless LLC ANTENNA
(TYP OF 1) (SEE SHEET A-9/5 FOR
DETAILS)

PROPOSED DSH Wireless LLC OVP
DEVICE (TYP PER SECTOR, TOTAL 3)
(SEE SHEET A-9/4 FOR DETAILS)

PROPOSED DSH Wireless LLC ANTENNA
(TYP OF 1) (SEE SHEET A-9/5 FOR
DETAILS)

EXISTING CHIMNEY

EXISTING OTHER CARRIER
ANTENNA ABOVE (TYP)

PROPOSED DSH Wireless LLC VERTICAL
CABLE TRAY

N

ANTENNA PLAN (ALPHA, BETA, & GAMMA)

PROPOSED DSH Wireless LLC
CHIMNEY ANTENNA MOUNT
(TYP OF 2) (SEE SHEET
A-9/9 FOR DETAILS)

FUTURE DSH Wireless LLC ANTENNA
(TYP OF 1) (SEE SHEET A-9/5 FOR
DETAILS)

PROPOSED DSH Wireless LLC OVP
DEVICE (TYP PER SECTOR, TOTAL 3)
(SEE SHEET A-9/4 FOR DETAILS)

PROPOSED DSH Wireless LLC
50 RH# (TYP 1 PER SECTOR,
TOTAL 3) (SEE SHEET A-9/1
FOR DETAILS)

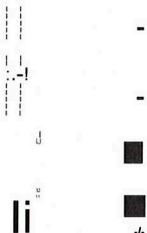
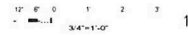
PROPOSED DSH Wireless LLC RH#
(TYP 1 PER SECTOR, TOTAL 3)
(SEE SHEET A-9/1 FOR DETAILS)

PROPOSED DSH Wireless LLC
CROSSOVER CLAMP
(TYP 3 PER SECTOR, TOTAL 9)
(SEE SHEET A-9/8 FOR DETAILS)

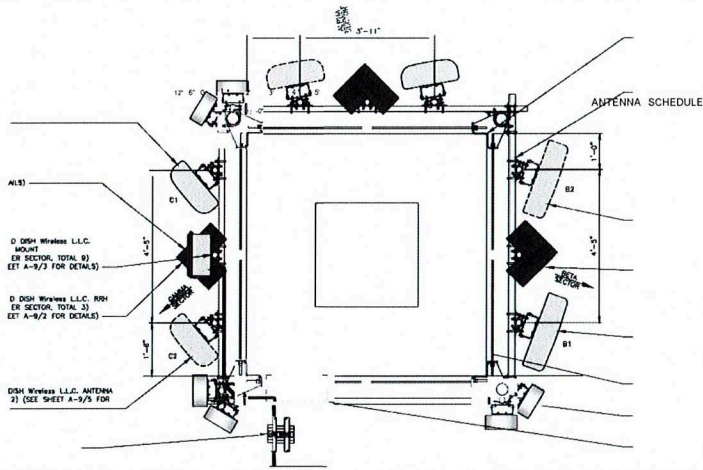
PROPOSED DSH Wireless LLC ANTENNA
(TYP OF 2) (SEE SHEET A-9/5 FOR
DETAILS)

FUTURE DSH Wireless LLC ANTENNA
(TYP OF 2) (SEE SHEET A-9/5 FOR
DETAILS)

PROPOSED DSH Wireless LLC
RKHQVP MOUNT
(TYP 3 PER SECTOR, TOTAL 9)
(SEE SHEET A-9/9 FOR DETAILS)



ANTENNA ELEVATION



NO SCALE 3



8701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



1616 DASH POINT ROAD, SUITE 500
SAINT LOUIS, MISSOURI 63107
PHONE: (314) 431-1111 FAX: (314) 431-1111

I hereby certify that the work shown hereon was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Missouri.
Professional Engineer License No. 10248
Date: 10/26/21

IT IS A VIOLATION OF LAW FOR ANY PERSON UNLESS THEY ARE A LICENSED PROFESSIONAL ENGINEER TO ALTER THIS DOCUMENT.

DRAWN BY:	CHECKED BY:	APPROVED BY:
ZS	RZ	RZ
RTDS REV #:	5	08/04/2021

CONSTRUCTION DOCUMENTS

REV	DATE	DESCRIPTION
A	07/15/21	ISSUED FOR REVIEW
B	08/04/21	ISSUED FOR BIDDING
C	10/26/21	ISSUED FOR REVIEW

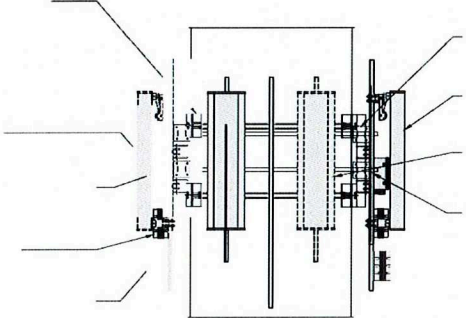
PROJECT NUMBER
676886

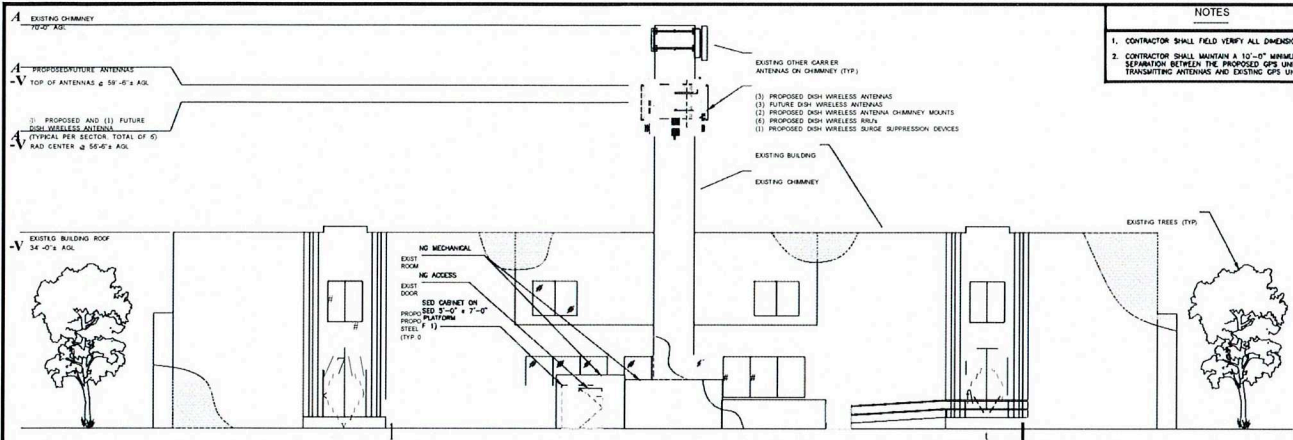
DISH WIRELESS, LLC,
PROJECT INFORMATION
MMMSPO0379A
5209 30TH AVE. S,
MINNEAPOLIS, MN 55417

SHEET TITLE
ANTENNA PLAN,
ELEVATION AND SCHEDULE
SHEET NUMBER

SECTOR	POSITION	EXISTING OR PROPOSED	ANTENNA				TRANSMISSION CABLE	
			MANUFACTURER - MODEL NUMBER	TECHNOLOGY	SIZE (HxW)	AZIMUTH		RAD CENTER
ALPHA	A1	PROPOSED	JWA - M808P0865-21	5G	72.0" x 20.0"	350°	58'-6"	(1) HIGH-DENSITY HYBRID CABLE (108' & LONG)
BETA	B1	PROPOSED	CELLMAN - CK12044x	5G	72.4" x 26.7"	110°	58'-6"	
GAMMA	C1	PROPOSED	JWA - M808P0865-21	5G	72.0" x 20.0"	230°	58'-6"	

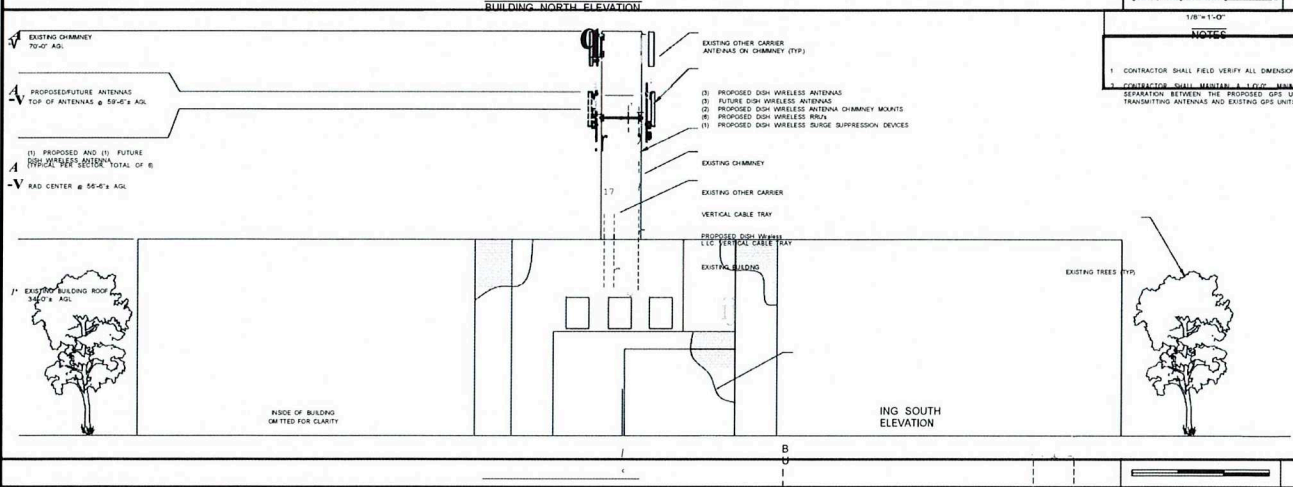
SECTOR	POSITION	RH		NOTES
		MANUFACTURER - MODEL NUMBER	TECHNOLOGY	
ALPHA	A1	FLUTSU - 1408025-8605	N71 N29	1. CONTRACTOR TO REFER TO FINAL CONSTRUCTION RFDs FOR ALL RFD DETAILS. 2. ANTENNA AND RH MODELS MAY CHANGE DUE TO EQUIPMENT AVAILABILITY. ALL EQUIPMENT CHANGES MUST BE APPROVED AND REMAIN IN COMPLIANCE WITH THE PROPOSED DESIGN AND STRUCTURAL ANALYSES.
	A1	FLUTSU - 1408025-8604	N70 N86	
BETA	B1	FLUTSU - 1408025-8605	N71 N29	
	B1	FLUTSU - 1408025-8604	N70 N86	
GAMMA	C1	FLUTSU - 1408025-8605	N71 N29	
	C1	FLUTSU - 1408025-8604	N70 N86	






NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED GPS UNIT TRANSMITTING ANTENNAS AND EXISTING GPS UNITS.




NOTES

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5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



TRI LEAF
Construction Management
1416 20th Avenue South, Ste 200
Balti Lake, MN 55008-9091
Phone: 763-429-4211 Fax: 763-429-4222

I hereby certify that we are not providing or have not provided any services to any party who is a party to any contract, including this contract, for the use of any of the C.A.'s of Minnesota.

For More Info: **BRUCE A. JOHNSON**
Signature: *Bruce A. Johnson*
Date: **12/28/21** Contact: **SIMC**

IF IS A VIOLATION OF LAW FOR ANY PERSON, WHETHER THEY ARE AN ARCHITECT, ENGINEER, OR A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY: _____ CHECKED BY: _____ APPROVED BY: _____

ES RZ RZ

R/D/S REV # 5 08/06/2021

CONSTRUCTION DOCUMENTS

REV	DATE	DESCRIPTION
A	02/12/2021	ISSUED FOR REVIEW
B	02/12/2021	ISSUED FOR REVIEW
C	10/28/2021	ISSUED FOR REVIEW

ASE PROJECT NUMBER: **676885**

DISH WIRELESS, LLC
PROJECT INFORMATION
MNMSP00379A
5209 30TH AVE. S.
MINNEAPOLIS, MN 55417

SHEET TITLE
NORTH AND SOUTH ELEVATIONS

DATE: _____
BY: _____
SHEET NUMBER: _____
QUANTITY FOR CLARITY: PROPOSED 0'-0" x 7'-0"

LATONNE (TYP OF 1)

F F O F 11
1/8" x 1" - 02 2

A
-
4

1/8" = 1'-0" 2

A-5

NOTE

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS



PROPOSED POWER CONDUIT RUN
(LENGTH: 92'-0")

PROPOSED FIBER CONDUIT RUN
(LENGTH: 132'-0")

PWR PWR PWR PWR PWR PWR

EXISTING TRANSFORMER

UTILITY ROUTE PLAN



NOTES

FBR FBR FBR FBR 7 FBR FBR

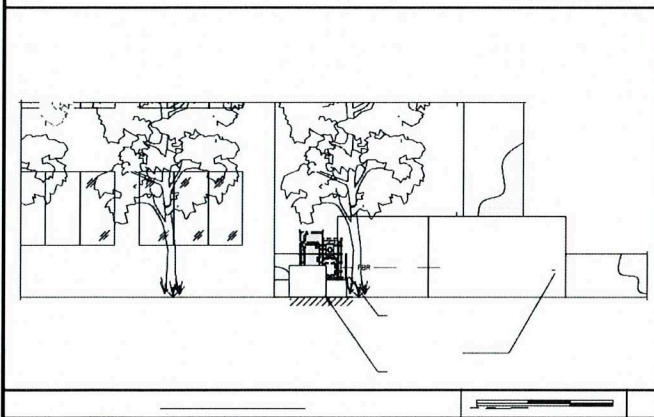
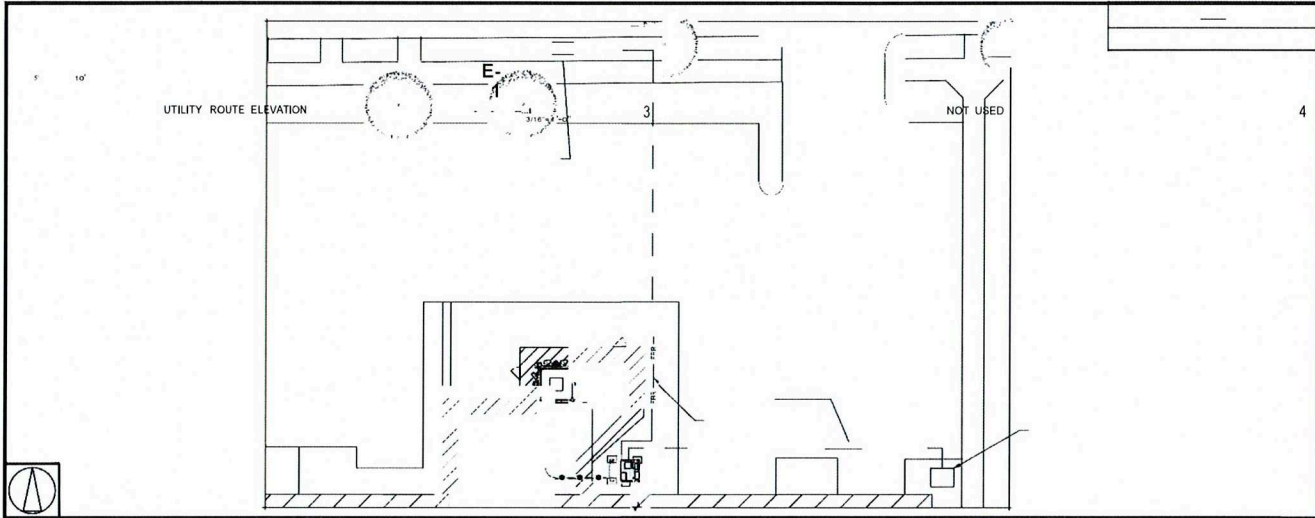
PROPOSED POWER CONDUIT RUN
(LENGTH: 92'-0")

PROPOSED FIBER CONDUIT RUN
(LENGTH: 132'-0")

EXISTING TRANSFORMER

N

ff ff



5701 SOUTH SHAW FE DRIVE
LITTLETON, CO 80120



TRILEAF
CONSULTANTS | ENGINEERS
1818 BIRD POND ROAD, STE 800
BRIGHT LIGHT, WY 83009 80191
PHONE: (307) 688-8211 FAX: (307) 688-8222

I hereby certify that the work represented on these drawings was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Wyoming.

Professional Engineer: *[Signature]*
Date: *06/09/2021*

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE A LICENSED PROFESSIONAL ENGINEER, TO SEAL THESE DRAWINGS.

DRAWN BY:	CHECKED BY:	APPROVED BY:
ZS	RZ	RZ

RTDS REV #: 5 06/09/2021

CONSTRUCTION DOCUMENTS

REV	DATE	DESCRIPTION
A	02/12/2021	ISSUED FOR REVIEW
B	04/02/2021	ISSUED FOR REVIEW
C	12/28/2021	ISSUED FOR REVIEW

ASE PROJECT NUMBER
676886

DISH WIRELESS, LLC
PROJECT INFORMATION
MHMSPO0379A
5209 30TH AVE. S.
MINNEAPOLIS, MN 55417

SHEET TITLE
ELECTRICAL/FIBER ROUTE
PLAN AND NOTES

SHEET NUMBER

LANDLORD SITE NAME: Lake Harriet Community – Lower Campus
TENANT SITE NUMBER: MNMSP00258A

SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT (“Lease”), made this ____ day of _____, 2022 (“Effective Date”), between the Minneapolis Public School District, Special School District No. 1, a special school district created and existing under Minnesota law (“Landlord”), and DISH Wireless L.L.C., a Colorado limited liability company having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112 (“Tenant”).

WHEREAS, Tenant and Landlord wish to enter a lease setting forth the terms and conditions of Tenant’s occupancy and use of a portion of Landlord’s property (the “Property”), located at 4030 Chowen Ave S, Minneapolis, Minnesota 55410, commonly known as Lake Harriet Community- Lower Campus and legally described in Exhibit A attached hereto, superseding and replacing all prior agreements and understanding concerning the same.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

AGREEMENT

1. **Leased Premises.** Subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant and Tenant leases from Landlord approximately thirty-five (35) square feet of exterior space on the roof of the building located on the Property for attachment of wireless communication antennas (“Antennas”) and associated equipment and electronics (together, “Tenant Facilities”), space required for cable runs between the Antennas and other Tenant Facilities, and existing or new utility sources at the Property or within the nearest public right of way, and non-exclusive rights of ingress and egress to the Tenant Facilities as provided herein, all as depicted on attached Exhibit B (collectively, the “Leased Premises”), subject to any existing easements. The location, design and specifications of the Antennas and other Tenant Facilities is detailed in attached Exhibit C.

2. **Rent.**

(a) **Amount; Adjustments.** As consideration for this Lease, Tenant shall pay Landlord an annual rent in the amount of Eighteen Thousand and 00/100 Dollars (\$18,000.00), pro-rated for the initial year (i.e. \$18,000 multiplied by the fraction produced by dividing the number of days from the Effective Date to December 31 of the year in which the Lease is executed by 365), which shall be paid within thirty (30) days of execution of the Lease. The annual rent shall be increased each year on January 1 by five percent (5%) of the previous year’s annualized rental.

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- (b) Time of Payment; Taxes. The annual rental shall be paid before January 1 of each year. For the first year, the rental shall be prorated through December 31 and shall be paid to Landlord within thirty (30) days after the Commencement Date. In addition to the annual rental, Tenant agrees to timely pay its pro rata share of any taxes or other charges imposed upon the property by a governmental agency required as a direct result of this Lease and all other payments required herein.

3. Governmental Approval Contingency. Tenant's right to use the Leased Premises is expressly made contingent upon its obtaining all the certificates, permits, zoning and other approvals that may be required by any federal, state, or local authority. Tenant shall provide Landlord with copies of all approvals obtained including its building permit prior to commencing construction and shall give Landlord no less than seven (7) days' notice prior to initiating construction. Further, before initiating improvements or other construction on the Property, Tenant must certify that the improvements and construction will not permanently damage the building, its roofing surface and its appurtenant facilities. The Landlord, at the sole discretion of the Landlord, may hire an independent consultant to review the construction drawings and plans for structural and practical considerations, and to inspect and monitor construction and installation work for quality assurance and quality control. The Tenant is required to construct facilities in accordance with MPS Master Specifications. The Tenant shall reimburse all actual, reasonable costs of such independent consultant if retained by Landlord. Such reimbursement shall be due within sixty (60) days of receipt of a detailed invoice from Landlord.

4. Term and Renewals. The "Initial Term" of this Lease shall commence on full execution of the Lease ("Commencement Date") and end on December 31, 2026. Subject to the terms and conditions of this Lease, Tenant shall have the right to extend this Lease for four (4) additional five (5) year renewal periods ("Renewal Term") commencing on January 1 following the expiration date of the Initial Term or of any subsequent Renewal Term.

This Lease shall be automatically renewed for each successive Renewal Term unless Tenant sends written notice of non-renewal to Landlord no later than ninety (90) days prior to the expiration of the Initial Term or any Renewal Term, such notice provided in accordance with Paragraph 19 of this Lease.

5. Tenant's Use.

- (a) Purposes. Tenant shall use the Leased Premises only for the purpose of installing, maintaining, and operating the Tenant Facilities, and uses incidental thereto for providing radio and wireless telecommunication services which Tenant is legally authorized to provide in compliance with those construction drawings attached hereto as Exhibit C, the approval of which is hereby acknowledged. Tenant's use of the Property and building shall be non-exclusive, and Landlord specifically reserves the right to allow use by other parties and to make additions, deletions, or modifications to its own facilities on the Property. Landlord and Tenant shall comply with all applicable ordinances, statutes and regulations of local, state and federal government agencies.

- (b) Construction. Tenant may erect and operate an antenna array consistent with its approved construction drawings attached as Exhibit C. Tenant may not increase the number of antennas or otherwise expand the Tenant Facilities without first securing the written approval of Landlord. Tenant may change the type of antenna installed as technology changes without invalidating this lease. An access permit will be required for antenna changes. See paragraph 5(e) below.
- (c) Operation. Tenant shall have the right, at its sole cost and expense, to operate and maintain the Tenant Facilities on the Leased Premises in accordance with good engineering practices and with all applicable local, state, and federal laws, rules and regulations. Any damage done to the Leased Premises or other Landlord property including the Leased Premises during installation or during operations, shall be repaired at Tenant's expense, said repairs to be undertaken immediately upon receipt of notice from Landlord, in the event the damage endangers the safe operation of the Leased Premises, or within thirty (30) days in the event the damage does not endanger the safe operation of the Leased Premises. If the Tenant fails to undertake or complete these repairs, the Landlord may repair the damage and charge the Tenant for all actual costs associated with the repair. Tenant shall reimburse Landlord for such costs within sixty (60) days of receipt of a detailed invoice and documentation evidencing such damage. The Tenant Facilities shall remain the exclusive property of the Tenant.
- (d) Maintenance; Improvement Expenses. All modifications to the Leased Premises and all improvements made for Tenant's benefit shall be at the Tenant's expense and such improvements shall be maintained in a good state of repair, at least equal to the standard of maintenance of the Landlord's facilities on or adjacent to the Leased Premises and kept secured by Tenant. The Tenant agrees to clean and/or repair any damage done to its Tenant Facilities due to vandalism within three (3) days of notification of such damage. Furthermore, the Tenant agrees to pay all costs associated with said cleaning or repair. If repair is not commenced within three (3) days notification, the Landlord may repair the damage and charge the Tenant for all costs associated with the repair. Tenant shall reimburse Landlord for such costs within sixty (60) days of receipt of a detailed invoice and documentation evidencing such damage.
- (e) Replacements. Before the Tenant may update, modify, or replace the Tenant Facilities other than as provided for in the construction drawings attached as Exhibit C, Tenant shall request the approval of the Landlord and provide detailed plans and specifications to Landlord. Tenant shall submit to Landlord such detailed plans and specifications for any such replacement facilities together with any other information reasonably requested by Landlord regarding such update, modification, or replacement (including, but not limited, to a technical study) all of which will be carried out at Tenant's expense including an additional, reasonable administration fee as deemed appropriate by the Landlord to cover all expenses. Landlord may not unreasonably withhold approval. Notwithstanding the foregoing, Landlord approval and review of plans and specifications shall not be required for routine

repairs to and maintenance of the Tenant Facilities, or for the replacement of existing Tenant Facilities with equipment of substantially the same or smaller dimensions and weight.

- (f) Drawings. Within a reasonable time after Landlord's request, Tenant shall provide Landlord with as-built drawings (in PDF and Autocad formats) of the equipment and improvements installed on the Leased Premises showing the actual location of all Tenant Facilities.
- (g) No Interference. Tenant shall, at its own expense, maintain its Tenant Facilities on or attached to the Leased Premises in a safe condition, in good repair and in a manner suitable to Landlord so as not to conflict with the use of the surrounding premises by Landlord. Tenant shall not unreasonably interfere with the operations of any prior tenant using the Leased Premises and shall not interfere with the working use of facilities thereon or to be placed thereon by Landlord.
- (h) Access. Tenant, at all times during this Lease, shall have access to the Leased Premises provided that the Landlord may establish procedures for Tenant and its employees, agents, and contractors, to obtain access to the building. Tenant shall abide by requirements established for access by the Executive Director of Facilities, Building Principal, Manager or designee. Any and all access to, and entry upon, the Leased Premises by Tenant shall at all times be conducted in such a manner as not to disturb or interfere with Landlord's use and occupancy of the building. If this Lease pertains to a school building in use by students and staff, Lessee shall sign in at the school's main office whenever Lessee is on the Property or making access to the Leased Premises and Landlord may, as deemed necessary, deny access during school hours. Tenant shall notify Landlord of its intent to gain access to the Leased Premises in advance, except in an emergency. **Tenant may request access to the Leased Premises twenty-four (24) hours a day, seven (7) days a week with advance notice the District Operations Center by calling 612-668-0322.** Tenant shall be responsible for all costs Landlord incurs as a result of requests for access, and Landlord will bill Tenant for such costs.
- (i) Payment of Utilities. Tenant may install, or arrange for installation of, electric service, fiber service and other utilities associated with its use of the Leased Premises to the extent documented in Exhibit C or otherwise approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant shall separately meter charges for the consumption of electricity, fiber and other utilities, and Tenant shall promptly pay all costs associated therewith.

6. **Landlord Maintenance; Expenses**. Upon notice from Landlord, Tenant shall promptly pay to Landlord all actual and documented additional Landlord expenses incurred in maintaining the Leased Premises, that are caused by Tenant's occupancy of the Leased Premises. Tenant acknowledges the need for periodic maintenance of the Leased Premises, including repair of the Leased Premises and its roof coatings. Tenant must remove Tenant's Facilities at Tenant's cost,

upon reasonable notice to allow maintenance, repair, repainting, restoration or other activity as determined and required by Landlord. Landlord will not be responsible for scheduled interruptions in use of the Antennas or other Tenant Facilities. Except in the case of an emergency, Landlord must provide Tenant ninety (90) days' notice of commencement of maintenance activities, if such maintenance requires Tenant to temporarily remove and relocate Tenant Facilities to accommodate such activities. In case of an emergency, Landlord may remove the Tenant Facilities, at the Tenant's expense, and shall notify Tenant within a reasonable time. An "emergency" shall be deemed to exist in those situations which constitute an immediate threat to the health or safety of the public or immediate danger to the Landlord's facilities or property. In the event the use of the Tenant Facilities is interrupted, Tenant may provide and maintain mobile cellular sites on the Property only after such temporary facilities have been approved by Landlord, on land owned or controlled by Landlord in the immediate area of the Property. If Tenant is unable to operate a temporary mobile facility during maintenance, then Tenant shall be entitled to a rental abatement during any period during which the Tenant Facilities is interrupted, on a pro rata basis, which amount may be deducted from the following year's annual rental amount or, if such abatement occurs during the final year of the Lease, Landlord shall reimburse Tenant for the amount of such abatement within thirty (30) days of expiration or termination of the lease. Tenant is responsible for any cost associated with the protection of the Tenant Facilities during these periodic or emergency activities. Tenant further agrees that the Landlord is not responsible for transmission lines during routine maintenance. Tenant may, at Tenant's own expense, test said lines before and after maintenance. Following completion of maintenance work, Tenant may reinstall its equipment on the Leased Premises in the same location and in the same manner as before the removal. Except for an emergency, Tenant shall not be required to remove the Tenant Facilities to accommodate maintenance more than once during any five-year period.

7. **Defense and Indemnification.**

- (a) **General.** Tenant agrees to defend, indemnify and hold harmless Landlord and its elected officials, officers, employees, agents, and representatives, from and against any and all third-party claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by Landlord and arising from Tenant's installation, maintenance, and operation of its Tenant Facilities or use of the Leased Premises, except those which arise in part or in whole from the negligence, willful misconduct, or other fault of Landlord, its elected officials, officers, employees, agents or representatives, or other user of the property. Tenant shall defend all third-party claims arising out of the installation, operation, use, maintenance, repair or removal of Tenant Facilities, equipment and related facilities on the Leased Premises, except those which arise in part or in whole from the negligence, willful misconduct, or other fault of Landlord, its elected officials, officers, employees, agents or representatives, or other user of the property. Landlord agrees to defend, indemnify and hold Tenant harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of Landlord's use of the Leased Premises, except those which arise from the negligence, willful misconduct, or other fault of Tenant. Landlord shall not be obligated to indemnify Tenant in any amount in excess of the limitations of liability

set forth in Minnesota Statutes, Chapter 466, less any amounts which Landlord is obligated to pay by reason of the liability of the Landlord, its officers, employees, and agents arising out of the same act or occurrence.

- (b) Hazardous Materials. Without limiting the scope of paragraph 7(a) above, Tenant will be solely responsible for and will defend, indemnify, and hold Landlord, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the Leased Premises resulting from the Tenant's use of Hazardous Materials. Notwithstanding the foregoing, in no event shall Tenant have any liability whatsoever with respect to any Hazardous Materials that were on, about, adjacent to, under or near the Leased Premises or Property prior to the Effective Date, or that were generated, possessed, used, stored, released, spilled, treated, transported, manufactured, refined, handled, produced or disposed of on, about, adjacent to, under or near the Leased Premises or Property by Landlord, its agents, employees, contractors or invitees, or any third party who is not an employee, agent, contractor or invitee of Tenant. For purposes of this Lease, "Hazardous Materials" shall be interpreted broadly and specifically includes, without limitation, asbestos, fuel, batteries or any hazardous substance, waste, or materials as defined in any federal, state, or local environmental or safety law or regulations including, but not limited to, CERCLA. Landlord represents that (1) that neither Landlord nor, to Landlord's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within the Property in violation of any law or regulation; and (2) that Landlord will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Property in violation of any law or regulation.
- (c) Tenant's Warranty. Tenant represents and warrants that its use of the Leased Premises will not generate and Tenant will not store or dispose of on the Leased Premises, nor transport to or over the Leased Premises, any Hazardous Materials in violation of any law or regulation governing the use, transport, or storage of Hazardous Materials. Tenant agrees to notify the Landlord in writing within 48 hours of the existence of Hazardous Materials on the Leased Premises. Notwithstanding the foregoing, the parties acknowledge that Tenant shall be permitted to use batteries and industrial cleaning supplies, in the normal course of Tenant's operations, without prior written notice to Landlord, provided that Tenant shall use, transport, or store such materials in compliance with all laws or regulations governing the use, transport or storage of Hazardous Materials. The obligation of this Paragraph 8 shall survive the expiration or other termination of this Lease.

8. [Intentionally Omitted].

9. Insurance.

- (a) Workers' Compensation. The Tenant must maintain Workers' Compensation insurance in compliance with all applicable statutes. The policy shall also provide Employer's Liability coverage with limits of not less than \$500,000 Bodily Injury each accident, \$500,000 Bodily Injury by disease, policy limit, and \$500,000 Bodily Injury by disease, each employee.
- (b) General Liability. The Tenant must maintain an occurrence form of comprehensive general liability coverage. Such coverage shall include, but not be limited to, bodily injury, property damage - broad form, and personal injury, for the hazards of Premises/Operation, broad form contractual, independent contractors, and products/completed operations.

The Tenant must maintain aforementioned comprehensive general liability coverage with limits of liability not less than \$1,500,000 each occurrence and \$2,000,000 general aggregate. These limits may be satisfied by the comprehensive general liability coverage or in combination with an umbrella or excess liability policy, provided coverage afforded by the umbrella or excess policy are no less than the underlying comprehensive general liability coverages.

- (c) Automobile Liability. The Tenant must carry Automobile Liability coverage. Coverage shall afford total liability limits for Bodily Injury Liability and Property Damage Liability in the amount of not less than \$1,500,000 per accident. The liability limits may be afforded under the Commercial Policy, or in combination with an Umbrella or Excess Liability Policy provided coverage afforded by the Umbrella Excess Policy are no less than the underlying Commercial Auto Liability coverage.

Coverage shall be provided for Bodily Injury and Property Damage for the ownership, use, maintenance or operation of all owned, non-owned and hired automobiles.

The Commercial Automobile Policy shall include at least statutory personal injury protection, uninsured motorists and underinsured motorist's coverage.

- (d) Tenant Property Insurance. The Tenant must keep in force for the duration of the Lease a policy covering damages to Tenant Facilities at the Leased Premises. The amount of coverage shall be sufficient to replace the damaged property, loss of use and comply with any ordinance or law requirements.
- (e) Additional Insured - Certificate of Insurance. The Tenant shall provide, prior to tenancy, evidence of the required insurance in the form of a Certificate of Insurance issued by a company authorized to do business in the state of Minnesota, such insurance company to be reasonably acceptable to Landlord, which includes all coverages required in this Paragraph 9. Tenant will include the Landlord as an Additional Insured on the General Liability and Commercial Automobile Liability Policies. The Certificate(s) shall also provide that Tenant or Tenant's insurance

provider shall provide Landlord with thirty (30) days prior written notice of cancellation or non-renewal.

- (f) Waiver of Claims; Subrogation. Each of Landlord and Tenant hereby releases the other from any and all liability or responsibility to the other or anyone claiming through or under it by way of subrogation or otherwise for any loss or damage that may occur to the Leased Premises or any improvements thereto, or the Leased Premises or any improvements thereto, or any property of such party therein, by reason of fire or any other cause which could be insured against under the terms of standard fire and extended coverage (all-risk) insurance policies, regardless of cause or origin, including fault or negligence of the other party hereto, or anyone for whom such party may be responsible. Each party shall cause each insurance policy obtained by it to provide that the insurer waives all rights of recovery by way of subrogation against either party hereto in connection with damage covered by such policy. The releases in this Subparagraph will be effective whether or not the loss was actually covered by insurance. Tenant assumes all risk of loss or damage of Tenant's property or leasehold improvements within the Leased Premises, including any loss or damage caused by water leakage, fire, windstorm, explosion, theft, act of any tenant, or other cause, except to the extent such loss or damage is due to or results from the negligence or misconduct of Landlord, its agents, employees, contractors or invitees.
- (g) Adjustment to Insurance Coverage Limits. Liability coverage required by paragraphs 9(b) and (c) may be increased as needed so that the coverage per occurrence is, at all times, the same or greater than the maximum liability specified in Minnesota Statutes, section 466.04 for any number of claims arising out of the same occurrence, provided that the parties shall mutually agree upon such increase.

10. **Damage or Destruction.** If the Leased Premises is destroyed or damaged, without contributory fault of the Tenant or its agents, so as, in Tenant's judgment, to hinder its effective use of the Tenant Facilities, Tenant may elect to terminate this Lease upon 30 days' written notice to Landlord. In the event Tenant elects to terminate the Lease, Tenant shall be entitled to a pro rata reimbursement of prepaid rent covering the period subsequent to the date of damage to or destruction of the Leased Premises.

11. **Lease Termination.**

- (a) Events of Termination. Except as otherwise provided herein, this Lease may be terminated by either party as may be expressly provided in this Lease, or upon sixty (60) days' written notice to the other party as follows:
- (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default to the other party (without, however, limiting any other rights of the parties pursuant to any other provisions hereof); unless such default may not reasonably be cured within a sixty (60) day period in which

case this Lease may not be terminated if the defaulting party commences action to cure the default within such sixty (60) day period and proceeds with due diligence to fully cure the default; however, such period shall not, in any event, extend beyond one hundred twenty (120) days of receipt of written notice of default;

- (ii) by Tenant if it attempts in good faith but fails to obtain or maintain a license, permit or other governmental approval necessary for the operation of the Tenant Facilities;
 - (iii) by Tenant, upon ninety (90) days' written notice to Landlord, if: (i) changes in applicable law prohibit Tenant's continued operation of the Tenant Facilities; (ii) if Tenant determines that Tenant's use of the Leased Premises is obsolete or unnecessary, upon payment of a termination fee equal to one (1) year of rent; or (iii) if Landlord or a third party installs any structure, equipment or other item on the Property which prevents Tenant from being able to use the Tenant Facilities to transmit signals;
 - (iv) by Landlord, following expiration of the first Renewal Term, upon one (1) year's written notice to Tenant, if it decides, for any reason, to redevelop the Leased Premises in a manner inconsistent with the continued use of the Leased Premises by Tenant and/or discontinue use of the Leased Premises for all purposes; or
 - (v) by Landlord if it determines that the Leased Premises is structurally unsound, including, but not limited to, consideration of age of the Leased Premises, damage or destruction of all or part of the Leased Premises on the Leased Premises from any source, or factors relating to condition of the Leased Premises.
- (b) Notice of Termination. The parties shall give notice of termination in writing by certified mail, return receipt requested. Such notice shall be effective upon receipt as evidenced by the return receipt. All rentals paid for the Lease prior to said termination date shall be retained by Landlord unless such termination is due to breach by Landlord.
- (c) Tenant's Liability for Early Termination. If Tenant terminates this Lease for any other reason other than as expressly provided in this Lease, Tenant shall pay to Landlord the annual rent for the remainder of the then-current Initial Term or Renewal Term.
- (d) Site Restoration. In the event that this Lease is terminated or not renewed, Tenant shall immediately cease operation and use of the antennas for communication purposes and shall have sixty (60) days from the termination or expiration date to remove its Tenant Facilities, and related equipment from the Leased Premises, repair the site and restore the surface of the building. Prior to initiating

construction, Tenant shall deposit with Landlord in the form of cash, performance bond, irrevocable letter of credit, or other acceptable security the sum of \$50,000, to secure the cost of removal of the Tenant Facilities and repair and restoration of the Leased Premises following expiration or termination of the Lease, which shall be fully refunded to Tenant upon the timely removal of the Tenant Facilities and related equipment, the repair of the site and the restoration of the building surface to the reasonable satisfaction of the Landlord.

If Landlord removes the Tenant Facilities or related equipment, Landlord must give written notice to the above entities at the addresses provided, informing them that Tenant Facilities or related property have been removed and will be deemed abandoned if not claimed and the storage fees and other reasonable costs paid using the \$50,000 removal bond. Landlord shall provide written notice to Tenant prior to accessing the bond to pay such costs. The obligations of this Subparagraph (d) shall survive the expiration or other termination of this Lease.

12. **Limitation of Landlord's Liability.** If Landlord causes interruption of the business of Tenant or for any other Landlord breach of this Lease, Landlord's liability for damages to Tenant shall be limited to the actual and direct costs of equipment removal, relocation or repair and shall specifically exclude any recovery for value of the business of Tenant as a going concern, future expectation of profits, loss of business or profit or related damages to Tenant.

13. **Temporary Interruptions of Service.** If Landlord reasonably determines that continued operation of the Tenant Facilities would cause or contribute to an immediate threat to public health and/or safety (except for any issues associated with human exposure to radio frequency emissions regulated by the federal government), Landlord may order Tenant to discontinue its operation. Tenant shall immediately comply with such an order. Service shall be discontinued only for the period that the immediate threat exists. If Landlord does not give prior notice to Tenant, Landlord shall notify Tenant as soon as possible after its action and give its reason for taking the action. Landlord shall not be liable to Tenant or any other party for any interruption in Tenant's service or interference with Tenant's operation of its Tenant Facilities, except as may be caused by the willful misconduct of the Landlord, its employees or agents and except if Landlord's determination is found by a court of competent jurisdiction to have been negligent. If the discontinuance extends for a period greater than three (3) days, either consecutively or cumulatively, Tenant shall have the right to terminate this Lease within its sole discretion for cause and without the payment of any damages.

14. **Tenant Interference.**

(a) **With Landlord.** Tenant shall not interfere with Landlord's use of the Property and building and agrees to cease all such actions which unreasonably and materially interfere with Landlord's use thereof upon receipt of notice of the interference from Landlord. In the event that Tenant's cessation of action is material to Tenant's use of the Leased Premises and such cessation frustrates Tenant's use of the Leased Premises, within Tenant's sole discretion, Tenant shall have the immediate right to terminate this Lease for cause and without the payment of any damages.

- (b) Interference Study - New Occupants. Upon written notice by Landlord that it has a bona fide request from any other party to lease an area including or in close proximity to the Leased Premises area, Tenant agrees to provide Landlord, within sixty (60) days, the radio frequencies currently in operation or to be operated in the future of each transmitter and receiver installed and operational on the Leased Premises at the time of such request. Landlord may then have an independent, registered professional engineer of Landlord's choosing perform the necessary interference studies to determine if the new applicant's frequencies will cause harmful radio interference to Tenant. Landlord shall require the new applicant to pay for such interference studies.
- (c) Interference - New Occupants. Landlord agrees that it will not grant a future lease in the Leased Premises area to any party who is reasonably anticipated to interfere with Tenant's operation of its Tenant Facilities. Landlord shall cause the elimination of any interference with the operations of Tenant caused by such subsequent occupants. If such interference is not eliminated, Tenant shall have the right to terminate this Lease or seek injunctive relief against the interfering occupant, at Tenant's expense.

15. Assignment and Subletting. Tenant may not assign, sublet, or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of Landlord, provided, however, that Tenant may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty percent (50%) or more of its stock or assets, subject to any financing entity's interest, if any, in this Lease as set forth in Paragraph 26 below. Upon written approval by Landlord of such assignment, transfer, sale requiring Landlord's prior written consent, the Tenant shall remit payment to Landlord of the sum of six thousand dollars (\$6,000) for Landlord's administrative costs for the transfer. Landlord may assign this Agreement upon written notice to Tenant, subject to the assignee assuming all of Landlord's obligations herein, including but not limited to, those set forth in Paragraph 26 below. Notwithstanding anything to the contrary contained in this Lease, Tenant may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Lease to any financing entity, or agent on behalf of any financing entity to whom Tenant: (i) has obligations for borrowed money or in respect of guaranties thereof; (ii) has obligations evidenced by bonds, debentures, notes or similar instruments; or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

Per the Landlord's requirements (Minneapolis Public Schools, School Board regulation 7010B), Tenant shall conduct radio frequency testing every two years of the anniversary of the Effective Date and shall provide results to the District within thirty (30) days.

16. Condemnation. In the event the whole of the Leased Premises is taken by eminent domain and, as a result, Tenant is unable to operate the Tenant Facilities, this Lease shall terminate as of the date title to the Leased Premises vests in the condemning authority. In the event a portion of the Leased Premises is taken by eminent domain, either party shall have the right to terminate this

Lease as of said date of title transfer, by giving thirty (30) days' written notice to the other party. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the award paid for the taking and the Landlord shall receive full amount of such award. Tenant hereby expressly waives any right or claim to any portion thereof. Although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises, shall belong to Landlord, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant for relocation benefits or assistance.

17. **Disputes**. Any claim, controversy or dispute arising out of this Lease not resolved within ten (10) days following notice of the dispute, shall be submitted first and promptly to mediation. Each party shall bear its own costs of mediation and shall share equally the common costs of mediation. If mediation does not result in settlement within forty-five (45) days after the matter was submitted to mediation, either party may pursue all available remedies in any court of competent jurisdiction in Hennepin County, Minnesota.

18. **Enforcement and Attorneys' Fees**. In the event that either party to this Lease shall bring a claim in court to enforce any rights hereunder, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees incurred as a result of such claim.

19. **Application Fee**. A non-refundable application fee of eleven thousand, five hundred dollars (\$11,500) has been received by Tenant.

20. **Notices**. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

If to Landlord: Minneapolis Public Schools
Attn: Real Estate Manager
1250 West Broadway
Minneapolis, MN 55411

To Tenant: DISH Wireless L.L.C.
Attn: Lease Administration/MNMSP00258A
5701 South Santa Fe Drive
Littleton, Colorado 80120

21. **Authority**. Each of the individuals executing this Lease on behalf of the Tenant or the Landlord represents to the other party that such individual is authorized to do so by requisite action of the party to this Lease.

22. **Binding Effect**. This Lease shall run with the Property. This Lease shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

23. **Complete Lease; Amendments**. This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements or

understandings of any kind concerning Tenant's occupancy and use of the Leased Premises. Any modification of or amendment to this Lease must be in writing and executed by both parties.

24. **Governing Law.** This Lease shall be construed in accordance with the laws of the State of Minnesota.

25. **Severability.** If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

26. **Memorandum.** Upon request by either party, the parties agree to promptly execute and deliver a recordable Memorandum of this Lease in a form acceptable to both parties which may be recorded by the party requesting the Memorandum of Lease.

27. **Warranty of Title and Quiet Enjoyment.** Lessor warrants that: (i) Lessor owns the Property in fee simple and has rights of access thereto and the Property is free and clear of all liens, encumbrances and restrictions; (ii) Lessor has full right to make and perform this Agreement; and (iii) Lessor covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Premises.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

LANDLORD:

**Minneapolis Public School
District, Special School District No. 1**

Signature

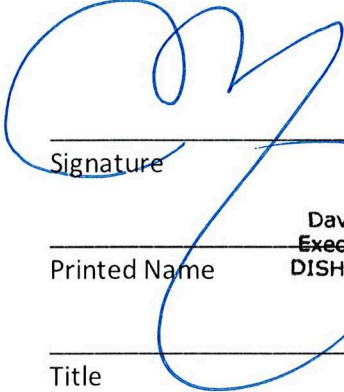
Printed Name

Title

Date

TENANT:

DISH WIRELESS L.L.C.



Signature

Printed Name

Dave Mayo
Executive VP
DISH Wireless

Title

Date

September 28th, 2022

EXHIBIT A

The Property

Property Address: 4030 Chowen Ave S., Minneapolis, Minnesota 55410

Parcel Identification Number: 08-028-24-23-0084

Legal Description of the Property:

LOTS 1 THRU 24, INCLUSIVE, BLOCK 2, CALHOUN TERRACE ADDITION, ACCORDING TO THE RECORDED PLAT THEREOF, HENNEPIN COUNTY, MINNESOTA, TOGETHER WITH THE VACATED ALLEY.

(See Attached Survey)

DESCRIPTION OF PARENT PARCEL

(PER WARRANTY DEED RECORDED IN THE HENNEPIN COUNTY RECORDERS' OFFICE INSTRUMENT # 52646.)

LOT THIRTEEN (13), BLOCK TWO (2), CALHOUN TERRACE ADDITION, MINNEAPOLIS, MINN. ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE REGISTER OF DEEDS IN AND FOR SAID HENNEPIN COUNTY.

SURVEYOR'S NOTE: THE TITLE REPORT REFLECTED AN ABBREVIATED LEGAL DESCRIPTION LIMITED TO ONLY ONE LOT, BUT IT APPEARS THE PROPERTY ENCOMPASSES ALL OF LOTS 1-24 IN BLOCK 2, AS REFLECTED IN THE MEMORANDUM OF SITE LEASE AGREEMENT FILED AT 7475515: LOTS 1 THRU 24, INCLUSIVE, BLOCK 2, CALHOUN TERRACE ADDITION, ACCORDING TO THE RECORDED PLAT THEREOF, HENNEPIN COUNTY, MINNESOTA, TOGETHER WITH THE VACATED ALLEY.

ADDITIONAL INFORMATION

- CERTIFICATE OF TITLE 31712: LOTS 1 AND 2 IN BLOCK 2, CALHOUN TERRACE ADDITION, MINNEAPOLIS, MINN. (AS SHOWN ON SUR-1)
- CERTIFICATE OF TITLE 31652: LOTS 4 TO 10 INCLUSIVE, 14,15,16 AND 23 IN BLOCK 2, CALHOUN TERRACE ADDITION, MINNEAPOLIS, MINN. (AS SHOWN ON SUR-1)
- CERTIFICATE OF TITLE 31714: LOTS 11,12 AND 24 IN BLOCK 2, CALHOUN TERRACE ADDITION, MINNEAPOLIS, MINN. (AS SHOWN ON SUR-1)
- CERTIFICATE OF TITLE 48147: LOTS 13 IN BLOCK 2, CALHOUN TERRACE ADDITION, MINNEAPOLIS, MINN. (AS SHOWN ON SUR-1)
- CERTIFICATE OF TITLE 31713: LOTS 3 AND 17 TO 22 INCLUSIVE IN BLOCK 2, CALHOUN TERRACE ADDITION, MINNEAPOLIS, MINN. (AS SHOWN ON SUR-1)
- LEASE AGREEMENT 7475515 (AS SHOWN ON SUR-1)
- RESOLUTION 498: VACATING ALLEY IN BLOCK 2, CALHOUN TERRACE ADDITION, MINNEAPOLIS, MINN. (AS SHOWN ON SUR-1)
- CONDITIONAL USE PERMIT 4969419 (NOT PLOTTABLE)
- CERTIFICATE 10853594 (NOT PLOTTABLE)

TOWER INFORMATION

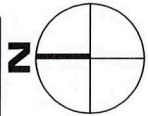
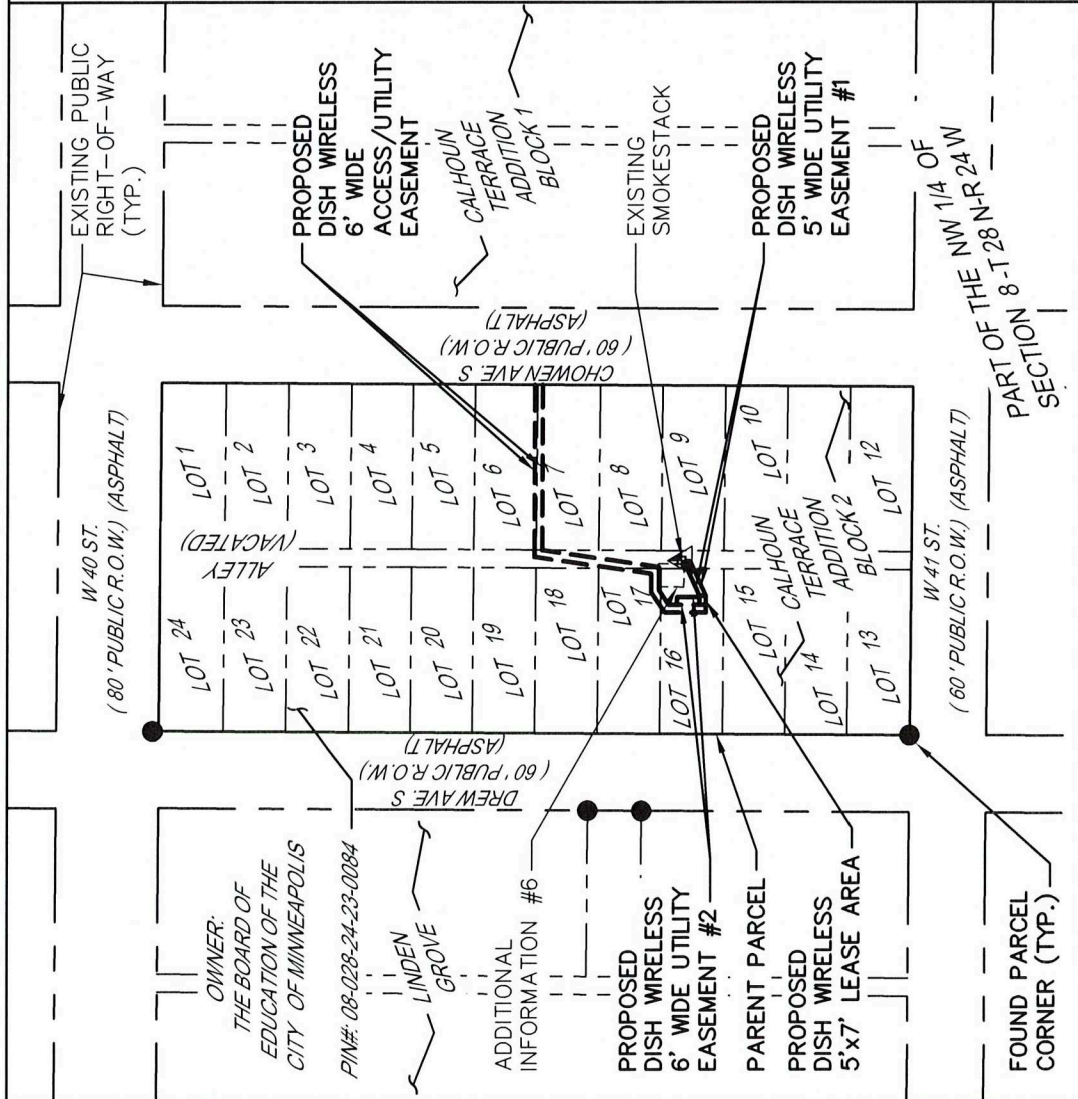
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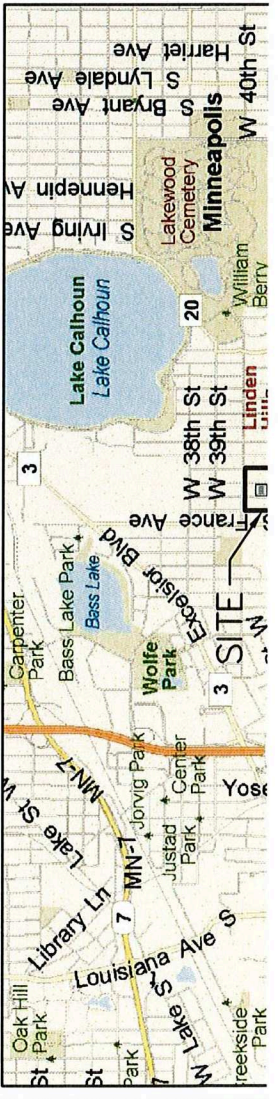
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PARENT PARCEL

SCALE: 1"=150'

SECTION 8, TOWNSHIP 28 NORTH, RANGE 24 WEST
MINNEAPOLIS, HENNEPIN COUNTY, MINNESOTA



GENE



EXISTING CONCRETE SIDEWALK (TYP.)

EXISTING EQUIPMENT CABINETS WITHIN WOOD FENCED COMPOUND

ADDITIONAL INFORMATION #6

EXISTING CHAIN-LINK FENCE (TYP.)

EXISTING BOLLARD (TYP.)

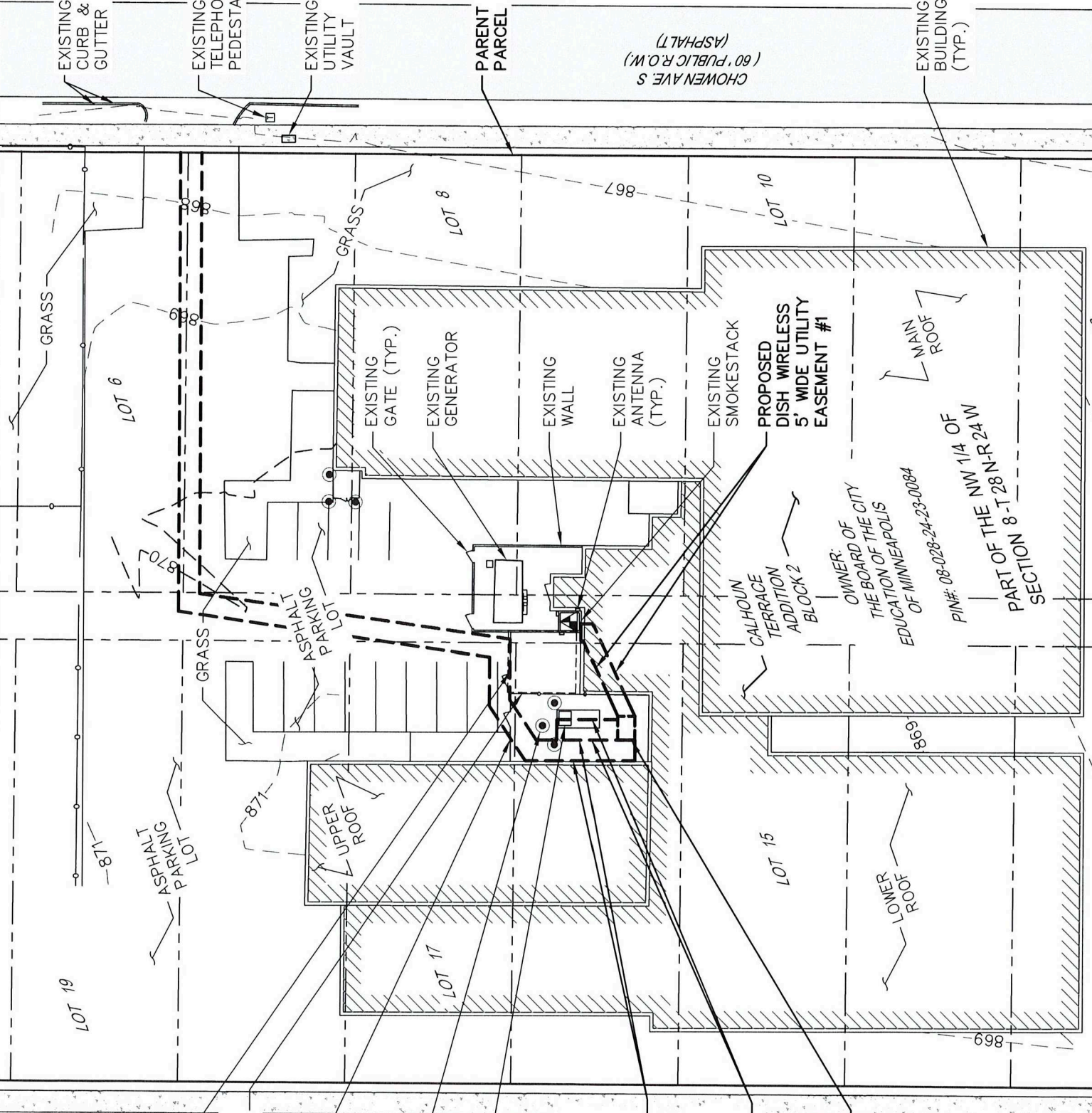
EXISTING PAD MOUNTED TRANSFORMER

PROPOSED DISH WIRELESS 6' WIDE ACCESS/UTILITY EASEMENT

PROPOSED DISH WIRELESS 6' WIDE UTILITY EASEMENT #2

PROPOSED DISH WIRELESS 5'x7' LEASE AREA

DREWAVE S (60' PUBLIC R.O.W.) (ASPHALT)



EXISTING BUILDING (TYP.)

CHOWENAVE S (60' PUBLIC R.O.W.) (ASPHALT)

PARENT PARCEL

EXISTING UTILITY VAULT

EXISTING TELEPHONE PEDESTAL

EXISTING CURB & GUTTER

DESCRIPTION OF PROPOSED UTILITY EASEMENT #1

A 5 FOOT WIDE PARCEL OF LAND, BEING A PART OF AND LYING ENTIRELY WITHIN BLOCK 2 OF CALHOUN TERRACE ADDITION, MINNEAPOLIS, IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 28 NORTH, RANGE 24 WEST, HENNEPIN COUNTY, MINNESOTA, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 13 OF SAID BLOCK 2 OF CALHOUN TERRACE ADDITION;

THENCE NORTH 34°06'47" EAST, A DISTANCE OF 193.63 FEET TO THE **POINT-OF-BEGINNING**, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF PROPOSED LEASE AREA;

THENCE ALONG AND UPON THE EASTERLY LINE OF SAID LEASE AREA, NORTH 00°00'00" EAST, A DISTANCE OF 5.00 FEET (L1);

THENCE LEAVING SAID EASTERLY LINE, NORTH 65°09'28" EAST, A DISTANCE OF 6.97 FEET TO A POINT ON THE WEST FACE OF EXISTING BUILDING AT THE SOUTH FACE OF EXISTING SMOKESTACK AT 4030 CHOWEN AVE. S.;

THENCE RUNNING UP AND ALONG AND UPON THE WEST FACE OF SAID BUILDING TO THE ROOFTOP APPROXIMATELY 10 FEET;

THENCE LEAVING SAID WEST FACE, NORTH 65°09'28" EAST, A DISTANCE OF 17.16 FEET (L3);

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 0.68 FEET (L4) TO A POINT ON THE NORTH FACE OF SAID BUILDING;

THENCE ALONG AND UPON SAID NORTH FACE, SOUTH 89°26'42" EAST, A DISTANCE OF 5.00 FEET (L5);

THENCE LEAVING SAID NORTH FACE, SOUTH 00°00'00" EAST, A DISTANCE OF 3.32 FEET (L6);

THENCE SOUTH 65°09'28" WEST, A DISTANCE OF 22.72 FEET (L7) TO A POINT ON THE WEST FACE OF SAID BUILDING;

THENCE RUNNING DOWN AND ALONG AND UPON THE WEST FACE OF SAID BUILDING TO THE GROUND APPROXIMATELY 10 FEET;

THENCE SOUTH 65°09'28" WEST, A DISTANCE OF 6.92 FEET (L8) TO THE **POINT-OF-BEGINNING**;

CONTAINING 182 SQUARE FEET (0.004 ACRES) MORE OR LESS.

DESCRIPTION OF I

A PARCEL OF LAND, BEING A TERRACE ADDITION, MINNEAPOLIS NORTH, RANGE 24 WEST, HENNEPIN COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL;

THENCE NORTH 34°06'47" EAST;

THENCE NORTH 90°00'00" WEST;

THENCE NORTH 00°00'00" EAST;

THENCE NORTH 90°00'00" EAST;

THENCE SOUTH 00°00'00" EAST;

CONTAINING 35 SQUARE FEET

DESCRIPTION OF I

A 6 FOOT WIDE PARCEL OF LAND, BEING A PART OF CALHOUN TERRACE ADDITION, MINNEAPOLIS, IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 28 NORTH, RANGE 24 WEST, HENNEPIN COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL;

THENCE NORTH 34°06'47" EAST, A DISTANCE OF 193.63 FEET TO THE **POINT-OF-BEGINNING**;

THENCE ALONG AND UPON THE WEST FACE OF SAID LEASE AREA, NORTH 00°00'00" EAST, A DISTANCE OF 7.00 FEET (L1);

THENCE CONTINUING NORTH 90°00'00" WEST, A DISTANCE OF 5.00 FEET (L2);

THENCE NORTH 00°00'00" EAST;

THENCE NORTH 56°20'38" EAST;

THENCE NORTH 89°58'37" EAST;

THENCE NORTH 08°11'43" EAST;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 193.63 FEET TO THE SOUTHWEST CORNER OF SAID LEASE AREA;

CONTAINING 182 SQUARE FEET (0.004 ACRES) MORE OR LESS.

DESCRIPTION OF PROPOSED UTILITY EASEMENT #2

A 6 FOOT WIDE PARCEL OF LAND, BEING A PART OF AND LYING ENTIRELY WITHIN BLOCK 2 OF CALHOUN TERRACE ADDITION, MINNEAPOLIS, IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 28 NORTH, RANGE 24 WEST, HENNEPIN COUNTY, MINNESOTA, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 13 OF SAID BLOCK 2 OF CALHOUN TERRACE ADDITION;

THENCE NORTH 34°06'47" EAST, A DISTANCE OF 193.63 FEET TO THE SOUTHEAST CORNER OF PROPOSED LEASE AREA;

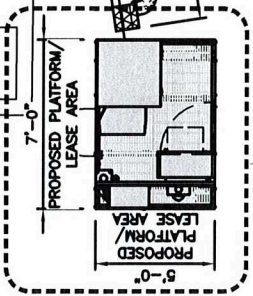
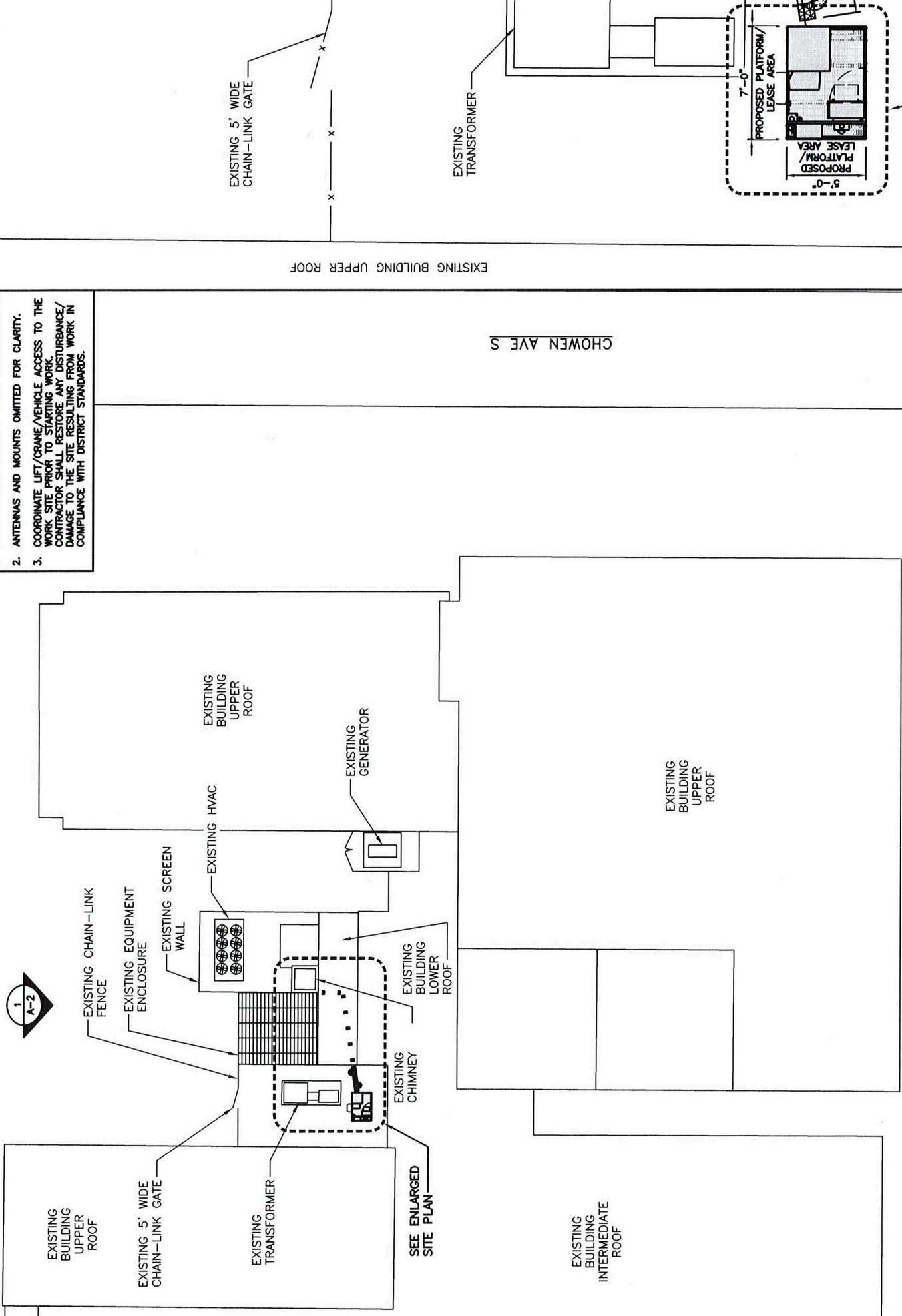
EXHIBIT B

Leased Premises

(See attached site plan)

NOTES

- 1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
- 2. ANTENNAS AND MOUNTS OMITTED FOR CLARITY.
- 3. COORDINATE LIFT/CRANE/VEHICLE ACCESS TO THE WORK SITE PRIOR TO STARTING WORK. CONTRACTOR SHALL RESTORE ANY DISTURBANCE/DAMAGE TO THE SITE RESULTING FROM WORK IN COMPLIANCE WITH DISTRICT STANDARDS.



EXISTING BUILDING UPPER ROOF

CHOWEN AVE S

EXISTING BUILDING UPPER ROOF

EXISTING HVAC

EXISTING GENERATOR

EXISTING CHAIN-LINK FENCE

EXISTING EQUIPMENT ENCLOSURE

EXISTING SCREEN WALL

EXISTING BUILDING LOWER ROOF

EXISTING CHIMNEY

EXISTING BUILDING UPPER ROOF

EXISTING 5' WIDE CHAIN-LINK GATE

EXISTING TRANSFORMER

SEE ENLARGED SITE PLAN

EXISTING BUILDING INTERMEDIATE ROOF

EXISTING BUILDING UPPER ROOF

5'-0"

7'-0"

PROPOSED PLATFORM/LEASE AREA

PROPOSED PLATFORM/LEASE AREA

EXISTING TRANSFORMER

EXISTING 5' WIDE CHAIN-LINK GATE

x

x

x

EXHIBIT C

Tenant Facilities- Plans and Specifications

(see attached construction drawings)

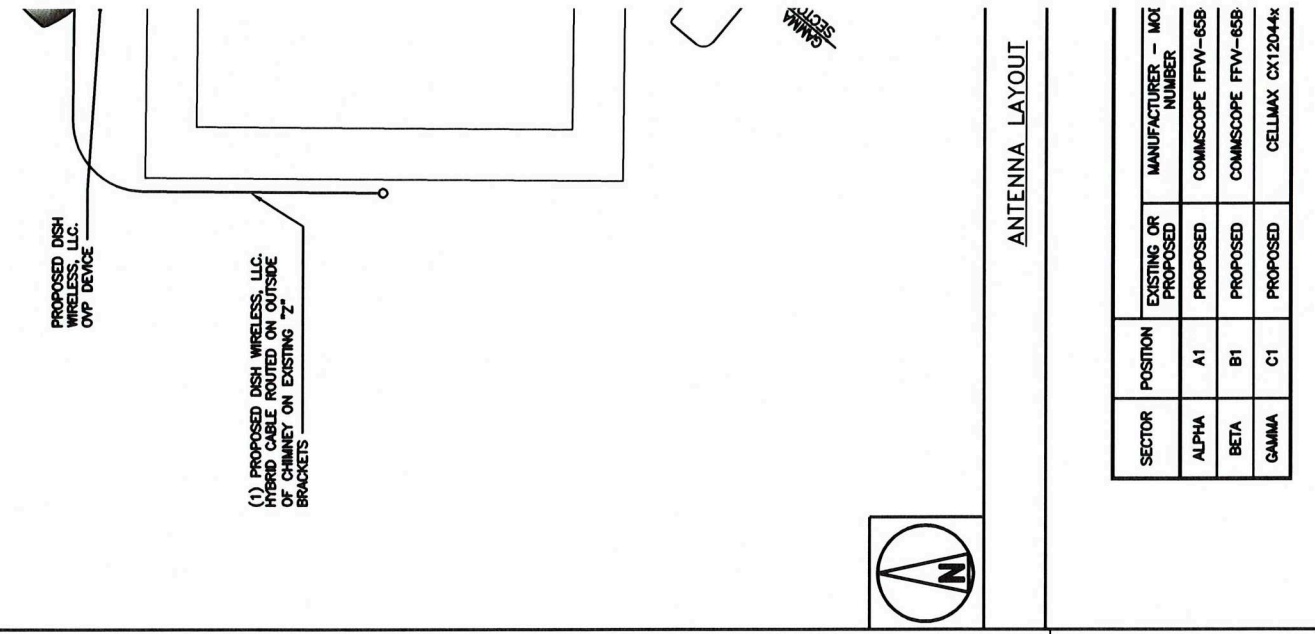
NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. ANTENNA SPECIFICATIONS REFER TO ANTENNA SCHEDULE AND TO FINAL CONSTRUCTION RFDs FOR ALL RF DETAILS
3. EXISTING EQUIPMENT AND FENCE OMITTED FOR CLARITY.

STRUCTURE INFORMATION IS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. STRUCTURAL INTEGRITY OF SUPPORTING STRUCTURE, ANTENNA MOUNTS, AND FOUNDATION SHALL BE VERIFIED AS ACCEPTABLE BY ENGINEER CERTIFIED STRUCTURAL ANALYSIS, UTILIZING THE LOADING REPRESENTED WITHIN THESE DRAWINGS PRIOR TO THE EXECUTION OF EQUIPMENT CHANGES CONTAINED IN THESE DRAWINGS. CONTRACTOR SHALL OBTAIN ALL STRUCTURAL REPORTS AND FOLLOW ALL RECOMMENDATIONS.

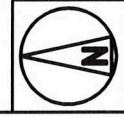
REPORT NOTE:
 STRUCTURAL REPORT BY SSC Inc..
 REPORT # MNMSP00258A.
 DATED 11/30/2021.

ALPHA SECTOR
 A1 330°



ANTENNA LAYOUT

SECTOR	POSITION	EXISTING OR PROPOSED	MANUFACTURER - MOI NUMBER
ALPHA	A1	PROPOSED	COMMSCOPE FFW-65B
BETA	B1	PROPOSED	COMMSCOPE FFW-65B
GAMMA	C1	PROPOSED	CELLMAX CX120-4x

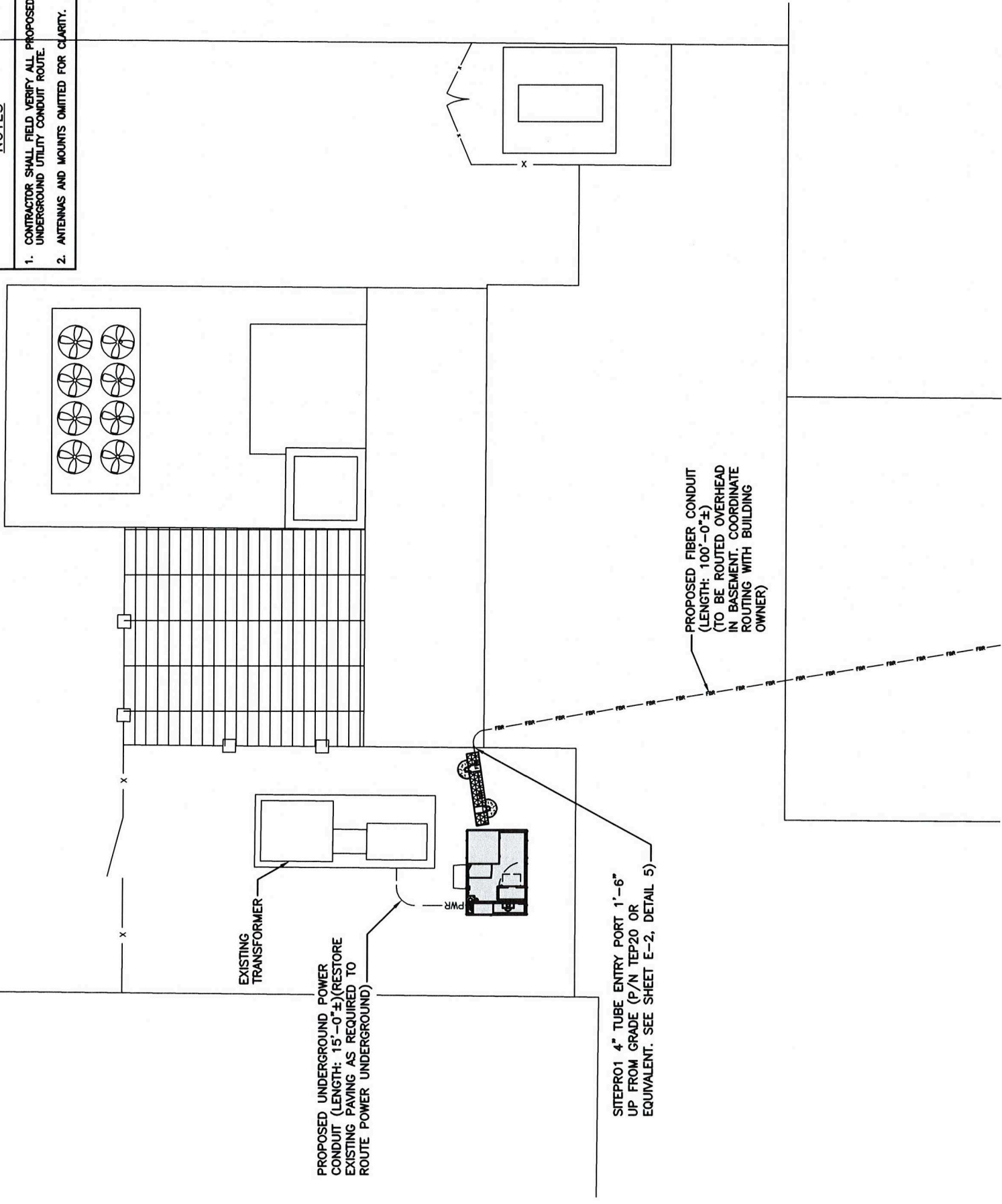


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12. CONTRACTOR S

NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL PROPOSED UNDERGROUND UTILITY CONDUIT ROUTE.
2. ANTENNAS AND MOUNTS OMITTED FOR CLARITY.



EXISTING TRANSFORMER

PROPOSED UNDERGROUND POWER CONDUIT (LENGTH: 15'-0"±)(RESTORE EXISTING PAVING AS REQUIRED TO ROUTE POWER UNDERGROUND)

SITEPRO1 4" TUBE ENTRY PORT 1'-6" UP FROM GRADE (P/N TEP20 OR EQUIVALENT. SEE SHEET E-2, DETAIL 5)

PROPOSED FIBER CONDUIT (LENGTH: 100'-0"±) (TO BE ROUTED OVERHEAD IN BASEMENT. COORDINATE ROUTING WITH BUILDING OWNER)

**Special School District Number 1
Board of Education Resolution**



Resolution No. 2022-0062
November 15, 2022

Resolution Amending the District’s 2022-2023 Budget

WHEREAS, \$3 million of additional ESSER III funds granted to the district is needed to address learning loss through additional time for student learning, explicit intervention strategies (high dosage tutoring), and staff training; and

WHEREAS, membership levels for the 2022-2023 school year are projected to fall short of original expectations, resulting in lower revenue of \$6.8 million; and

WHEREAS, safety and security issues in our community have negatively impacted our students, staff and the learning environments they share, requiring \$1.4 million of safety and security enhancements; and

WHEREAS, \$220,000 is needed from the General Fund to ensure that students at Wellstone High School have access to hot and nutritious lunches; and

WHEREAS, an additional \$12 million in capital funds are needed this year for ongoing work at the North CTE Center and the North High School renovation project; and

WHEREAS, the District’s FY23 budget is amended as follows:

	Revenue		Expenses	
	<u>Original</u>	<u>Amended</u>	<u>Original</u>	<u>Amended</u>
General Operating Fund	491,176,294	484,395,281	509,559,148	511,163,148
General Fund Grants	123,200,000	126,200,000	123,200,000	126,200,000
General Fund Special Revenue	10,000,000	10,000,000	10,000,000	10,000,000
Food Service Fund	24,895,120	24,895,120	26,595,120	26,595,120
Food Service Grants	115,000	115,000	115,000	115,000
Community Service Fund	26,572,419	26,572,419	27,813,801	27,813,801
Community Service Fund Grants and Special Revenue	10,395,600	10,395,600	10,395,600	10,395,600
Capital Projects Fund	64,198,898	76,198,898	130,000,000	142,000,000
Debt Service Fund	91,134,710	91,134,710	91,134,710	91,134,710
Total	841,688,041	849,907,028	928,813,379	945,417,379

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby approves the above-mentioned revenue and expenditure amended budget for the fiscal year 2022-2023.

ADOPTED this 15th day of November 2022.

Kim Ellison, Chair

Nelson Inz, Clerk

RECORD OF BOARD VOTE (2022-0062)				
DIRECTOR	AYE	NAY	ABSTAIN	ABSENT
Arneson				
El-Amin				
Ali				
Cerrillo				
Inz				
Jourdain				
Booker				
Caprini				
Ellison				



MPS Security Enhancements – Ensuring a welcoming environment in and around Minneapolis Public Schools

Safe environments are essential to learning. MPS has invested in the safety of students and staff inside our schools and buildings in many ways:

- MPS climate framework (MPS Together)
- Investments in increased mental health services
- Site emergency teams and building emergency plans and drills
- Partnerships with the City of Minneapolis on projects like the Building Peaceful Schools Initiative funded by the CDC

Working together with our staff and families, we want to do more. Understanding that factors outside our schools and buildings have escalated, MPS proposes layering on these additional safety measures within and around the MPS community.

Summary of Proposed Safety Investments

Investment	Focus	Budgeted
Safety Layer 1	Increased adult presence through contracted community outreach groups at four high schools	\$640,000
Safety Layer 2	Additional security monitoring at six elementary and middle schools survey school surroundings	\$240,000
Safety Layer 3	New contracted marked security vehicles checking parking lots to increase safety surveillance in MPS grounds and neighborhoods	\$420,000
Safety Layer 4	Enhanced security at athletic events encouraging safe support of MPS teams	\$140,000
		<u>\$1,440,000</u>

Safety Layer 1 – Increased trusted adult presence in four high schools

Through the MPS Request for Proposal (RFP) process, a pool of community groups will be identified to provide high schools with additional trusted adults to monitor and be present.

Groups will make available four adults operating on average 25 hours per week at each of the four high schools identified for this support.

- Their primary focus will be dismissal and after-school events, but will spend some time during the school day to allow for relationship-building.
- Groups must be familiar with and skilled in supporting the specific communities where they will be operating.
- Individuals will receive training from MPS and the Minneapolis Youth Coordinating Board prior to beginning at our schools.

Safety Layer 2 – Additional security monitoring at identified elementary and middle schools

MPS will hire additional security monitoring personnel at up to six schools who will better survey school surroundings. Monitors will have responsibility for the exterior and will:

- Monitor cameras, walk the grounds when conditions allow.
- Communicate risks to staff and police.

Safety Layer 3 – Increased safety surveillance for all MPS properties

- Parking lots at MPS buildings will be checked every weekday by mobile, marked security vehicles when MPS expands its current GardaWorld Contract.
 - Vehicles will track Northside and Southside clustered routes based on crime data.
 - Assigned stops can add visibility to specific times if needed with coverage from 6 a.m. to 10 p.m.
- Camera systems and radios will be upgraded for additional security monitor personnel.

Safety Layer 4 – Supports to ensure families can safely support their student athletes

- Increase the MPS school staff providing security to four staff at every large event by increasing their stipend to \$100/person (up from \$25).
- Ask event guests to honor new guidelines designed to prioritize the safety of everyone at the event:
 - Carry personal items in small, clear bags rather than large, opaque purses or backpacks.
 - Students must have tickets and student IDs when coming to cheer on friends and classmates.
 - Guests are encouraged to enjoy the whole game, as schools will close entry to the event after half-time to avoid the confusion of comings and goings.
 - Attendance:
 - Families and caregivers are welcome to bring family members.
 - Young people under 18 who do not attend either school or are not related to one another should enjoy the whole game with an adult who is 21 or older.
- We will work with schools individually around additional details and ways to keep our communities safe as we approach winter sports.

**Special School District Number 1
Board of Education Resolution**



Resolution No. 2022-0063
November 15, 2022

Resolution transferring funds from OPEB Debt Service Fund (FUND 47) to Debt Service Fund (FUND 7)

WHEREAS, fund 47 was developed to maintain the record keeping for OPEB bonds; however, it is a component of a district’s overall debt which is reported in Fund 07 Debt Service Fund. After bond obligations and interest have been satisfied in Fund 47, surplus fund balances must be addressed according to Minnesota Statutes, section 475.61, Subdivision 4 – Surplus Funds.; and

WHEREAS, on the June 30 following the final payment on the OPEB bond, Fund 47 must be closed to Fund 7 balances. Minneapolis Public Schools issuance of 2012E Bond’s final payment was made February 1st, 2022.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby transfer the surplus fund balance of \$470,867.27 from OPEB Debt Service Fund (Fund 47) to Debt Service Fund (Fund 7) as of June 30th, 2022.

ADOPTED this 15th day of November 2022.

Kim Ellison, Chair

Nelson Inz, Clerk

RECORD OF BOARD VOTE (2022-0063)				
DIRECTOR	AYE	NAY	ABSTAIN	ABSENT
Arneson				
El-Amin				
Ali				
Cerrillo				
Inz				
Jourdain				
Booker				
Caprini				
Ellison				



October 26, 2022

Rochelle Cox, Superintendent
Minneapolis Public School District, ISD #0001-03
1250 West Broadway Avenue
Minneapolis, MN 55411-2533

Dear Superintendent Cox:

Minnesota Statutes, section 123B.71, requires a review and comment statement on the educational and economic advisability of your proposed school construction project. Information supplied by your school district and from Minnesota Department of Education sources is the basis of this review and comment. With this positive review and comment, board approval is required for Minneapolis Public School District, Independent School District #0001-03, to proceed with the proposed projects.

The district shall publish a summary of the review and comment statement (the final page) in the legal newspaper of the district at least 20 days, but not more than 60 days, prior to the sale of bonds or soliciting any bids for the construction, expansion, or remodeling of an educational facility. The department may request a statement certifying the publication, and require the submission, review, and approval of preliminary and final construction plans.

Minnesota Statutes, section 123B.71, requires the commissioner to include comments from residents of the school district in the review and comment. As of the date of this letter, no public comments have been received. In addition, Minnesota Statutes, section 123B.71, ***requires the school board hold a public meeting to discuss the review and comment prior to the date of the bond referendum election.***

Minnesota Statutes, section 123B.71, ***requires that a school district, prior to occupying a new or renovated facility after July 1, 2002, must submit a certification prepared by a system inspector to the commissioner and the building code official that will provide an occupancy permit.*** The certification must verify that the facility's installed or modified heating, ventilation, and air conditioning system operates according to design specifications and code, a system for monitoring outdoor airflow and total airflow of ventilation systems has been installed, and any installed or modified heating, ventilation, or air conditioning system provides an indoor air quality filtration system that meets ASHRAE (American Society of Heating, Refrigerating and Air-Conditioning Engineers) Standard 52.1.

If you have any questions, please contact Chris Kubesh, Education Finance specialist, at 651-582-8319 or chris.kubesh@state.mn.us. Thank you for working with us to improve school facilities for Minnesota students.

Sincerely,

A handwritten signature in black ink that reads "Heather Mueller, Ed.D.".

Heather Mueller, Ed.D.
Commissioner

cc: Kim Ellison, School Board Chair

Enclosure

**The Commissioner of the Department of Education
Review and Comment on the School Construction
Proposal of Minneapolis Public School District, ISD #0001-03**

A review and comment must be provided on a school district construction project proposal before the district conducts a referendum, solicits bids, or issues bonds for the project. A project proposal has been submitted for review and comment according to requirements set forth in Minnesota Statutes, section 123B.71, subdivisions 9 and 10, and Minnesota Statutes, section 123B.72. The district provides the following information:

1. The geographic area and population to be served:
 - a. preschool through grade 12 student enrollment for the past five years, and
 - b. student enrollment projections for the next five years.
2. A list of existing school facilities:
 - a. by year constructed,
 - b. their uses, and
 - c. an assessment of the extent to which alternate facilities are available within school district boundaries and in adjacent school districts.
3. A list of specific deficiencies of the facility:
 - a. demonstrating the need for a new or renovated facility to be provided,
 - b. the process used to determine the deficiencies,
 - c. a list of those deficiencies that will and will not be addressed by the proposed projects,
 - d. a list of specific benefits that the new or renovated facility will provide to students, teachers, and community users served by the facility.
4. A description of the project, including:
 - a. specifications of site and outdoor space acreage,
 - b. square footage allocations for classrooms, laboratories and support spaces,
 - c. estimated expenditures for major portions of the project,
 - d. estimated changes in facility operating costs, and
 - e. dates the project will begin and be completed.
5. A specification of the source of project financing, including:
 - a. applicable statutory citations,
 - b. the scheduled date for a bond issue or school board action,
 - c. a schedule of payments, including debt service equalization aid, and
 - d. the effect of a bond issue on local property taxes by property class and valuation.
6. Documentation obligating the school district and contractors to comply with the following items:
 - a. Minnesota Statutes, section 471.345 governing municipal contracts,
 - b. sustainable design,
 - c. school facility commissioning under Minnesota Statutes, section 123B.72, certifying the plans and designs for heating, ventilating, air conditioning and air filtration for an extensively renovated or new facility meet or exceed current code standards, including ASHRAE air filtration Standard 52.1,
 - d. American National Standards Institute (ANSI) acoustical performance criteria, design requirements and guidelines for schools on maximum background noise levels and reverberation times,
 - e. state fire code,
 - f. chapter 326B governing building codes, and
 - g. consultation with affected government units about the impact of the project on utilities, roads, sewers, sidewalks, retention ponds, school bus and automobile traffic, access to mass transit and safe access for pedestrians and cyclists.

Description of Proposed School Construction Project

Minneapolis Public School District, ISD #0001-03, is proposing facilities improvements at Anderson Middle School and North High School. Projects proposed at these sites require review and comment under Minnesota Statutes, section 123B.71. Proposed projects at Anderson include restroom upgrades, a new kitchen and lunchroom space and the repurposing of the existing kitchen/lunchroom areas into instructional space. At North High School, proposed projects include improvements to the existing auditorium, HVAC/mechanical system upgrades, lunchroom area renovations and furniture, fixtures and equipment (FF&E) upgrades.

Estimated project costs are \$33,979,898. The proposed projects do not require voter approval and will be financed by general obligation bonds issued under the authority of Minnesota Statutes, section 128D.11. The proposed projects appear to be in the long-term interest of the school district. Cost estimates by location/project component are as follows:

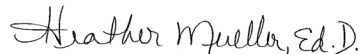
Anderson Middle School	
Restroom Upgrades	\$1,300,000
Kitchen / Lunchroom Upgrades	\$6,369,990
Renovate Existing Kitchen / Lunchroom Space	\$2,833,638
	\$10,503,628
North High School	
Upgrades to Existing Auditorium	\$2,279,912
HVAC Upgrades	\$8,962,800
FF&E	\$1,120,350
Lunchroom Renovations	\$833,638
	\$13,196,700
Other Projects - Multiple Sites	
Mechanical Upgrades	\$9,000,000
ADA Improvements	\$200,000
FF&E	\$979,588
Bond Issuance	\$99,982
	\$10,279,570
Total Use of Bond Proceeds	\$33,979,898

Review and Comment Statement

Based on the department's analysis of the school district's required documentation and other pertinent information from sources of the Minnesota Department of Education, the Commissioner of Education provides a positive review and comment.

Additional Information is Available

Persons desiring additional information regarding this proposal should contact the school district superintendent's office.



Heather Mueller, Ed.D.
Commissioner

October 26, 2022

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 a two-thirds majority vote of all the members* of the Board of Education of the District at a lawful meeting duly called and held on November 15, 2022, at which meeting a quorum was present and acting throughout. Such resolution remains in full force and effect in the form in which adopted.

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

School District Clerk

RESOLUTION RELATING TO \$31,150,000 GENERAL OBLIGATION SCHOOL BUILDING BONDS, SERIES 2022A; AWARDING THE SALE THEREOF; PRESCRIBING THE FORM AND DETAILS THEREOF; AND AUTHORIZING THE ISSUANCE THEREOF

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 Sale

1.01. Pursuant to Minnesota Statutes, Chapter 475, and Section 128D.11, the District, by a two-thirds majority vote of all the members of the Board and without any election by the voters of the District, is authorized to issue and sell in calendar year 2022, general obligation bonds of the District in an amount not to exceed \$65,941,116, including \$15,000,000 as a carry forward from calendar year 2021.

1.02. This Board hereby finds, determines and declares that it is in the best interest of the District to proceed forthwith to authorize the issuance of its General Obligation School Building Bonds, Series 2022A, in the initial aggregate principal amount of \$31,150,000 (the “Bonds”), to finance the rehabilitating, remodeling, expanding, and equipping of existing school buildings, the acquisition of sites, construction, and equipping of new school buildings and the acquisition and betterment of District facilities (the “Project”), and to pay costs of issuing the Bonds. On October 26, 2022, the District received a positive review and comment from the Minnesota Department of Education (“MDE”) with respect to the portions of the Project requiring a review and comment by MDE pursuant to the provisions of Minnesota Statutes, Section 123B.71, and this Board has discussed the review and comment at this meeting or a prior public meeting. At least 20 days but not more than 60 days before solicitation of bids for portions of the Project that have received a positive review and comment from MDE, the Board shall cause the publication of a summary of the review and comment in the legal newspaper of the District, and all actions required to accomplish the same are hereby authorized.

1.03. PFM Financial Advisors LLC, municipal advisor to the District, has solicited, on behalf of the District, competitive proposals for the purchase of the Bonds. Upon consideration by this Board, the most favorable of such proposals received by the District is that of Piper Sandler & Co. in Minneapolis, Minnesota (the “Purchaser”), who offered to purchase the Bonds at a price of \$33,999,206.71 (\$31,150,000 in par amount of Bonds, plus original issue premium in the amount of \$2,886,274.80, less Purchaser compensation in the amount of \$37,068.09), upon the further terms and conditions set forth in this resolution. The amount of bonding authority carried forward by the District from 2022 to 2023 pursuant to Minnesota Statutes, Section 128D.11, subdivision 3, is hereby determined to be \$15,000,000.

1.04. All acts, conditions and things which are required by the Constitution and laws of the State of Minnesota to be done prior to the issuance of the Bonds having been done, existing and having happened, it is now necessary for this Board to establish the form and terms of the Bonds, to provide for the security thereof, and to issue the Bonds forthwith.

Section 2. Form of Bonds

2.01. The Bonds shall be prepared substantially in the form of Exhibit A.

Section 3. Bond Terms, Execution and Delivery

3.01. Maturities, Interest Rates, Denominations. The District shall forthwith issue and deliver the Bonds, which shall be denominated “General Obligation School Building Bonds, Series 2022A.” The Bonds shall be in the denomination of \$5,000 each or any integral multiple thereof, shall mature on February 1 in the years and amounts set forth below, and Bonds maturing in such years and amounts shall bear interest, on the basis of a 360-day year composed of twelve 30-day months, from the date of issue until paid or duly called for redemption at the rates per annum shown opposite such years and in amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Rate</u>
2024	\$2,255,000	5.00%	2034	\$925,000	5.00%
2025	2,600,000	5.00	2035	970,000	5.00
2026	2,730,000	5.00	2036	1,020,000	5.00
2027	2,870,000	5.00	2037	1,070,000	5.00
2028	3,015,000	5.00	2038	1,120,000	5.00
2029	1,295,000	5.00	2039	1,180,000	5.00
2030	1,355,000	5.00	2040	1,235,000	5.00
2031	1,085,000	5.00	2041	1,300,000	5.00
2032	1,135,000	5.00	2042	1,365,000	5.00
2033	1,195,000	5.00	2043	1,430,000	5.00

3.02. Dates; Interest Payment Dates. The Bonds shall be issuable only in fully registered form, and the ownership of the Bonds shall be transferred only upon the bond register of the District hereinafter described. The interest on the Bonds shall be payable on February 1 and August 1 in each year, commencing August 1, 2023, to the owner of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day. The interest on, and upon presentation and surrender thereof, the principal of each Bond, shall be payable by check or draft issued by the Registrar (as defined herein). Each Bond shall be originally dated as of December 6, 2022, and upon authentication of any Bond, the Registrar described herein shall indicate therein the date of such authentication.

3.03. Registration. The District shall appoint, and shall maintain, a bond registrar, transfer agent and paying agent (the “Registrar”). The effect of registration and the rights and duties of the District and the Registrar with respect thereto shall be as follows:

(a) Register. The Registrar shall keep at its principal corporate trust office a bond register in which the Registrar shall provide for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until such interest payment.

(c) Exchange of Bonds. Whenever any Bond is surrendered by the registered owner for exchange, the Registrar shall authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity, as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. All Bonds surrendered upon any transfer or exchange shall be promptly canceled by the Registrar and thereafter disposed of as directed by the District.

(e) Improper or Unauthorized Transfer. When any Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The District and the Registrar may treat the person in whose name any Bond is at any time registered in the bond register as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability of the District upon such Bond to the extent of the sum or sums paid.

(g) Taxes, Fees and Charges. For every transfer or exchange of Bonds, the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be lost, stolen or destroyed, the Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond lost, stolen or destroyed, upon payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond lost, stolen or destroyed, upon filing with the Registrar of evidence satisfactory to it that such Bond was lost, stolen or destroyed, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the District and the Registrar shall be named as obligees. All Bonds so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to

the District. If the mutilated, lost, stolen or destroyed Bond has already matured or been called for redemption in accordance with its terms, it shall not be necessary to issue a new Bond prior to payment.

(i) Authenticating Agent. The Registrar is hereby designated authenticating agent for the Bonds, within the meaning of Minnesota Statutes, Section 475.55, Subdivision 1, as amended.

(j) Valid Bonds. All Bonds issued upon any transfer or exchange of Bonds shall be the valid obligations of the District, evidencing the same debt, and entitled to the same benefits under this Resolution as the Bonds surrendered upon such transfer or exchange.

3.04. Appointment of Initial Registrar. The District hereby appoints U.S. Bank Trust Company, National Association, as the initial Registrar. The Chair and the School District Clerk are authorized to execute and deliver, if necessary or appropriate, on behalf of the District, a contract with U.S. Bank Trust Company, National Association, as Registrar. A bank or trust company authorized by law to conduct such business, may be authorized to act as successor Registrar. The District agrees to pay the reasonable and customary charges of the Registrar for the services performed. The District reserves the right to remove any Registrar upon thirty (30) days' notice and upon the appointment of a successor Registrar and shall deliver all cash and Bonds in its possession to the successor Registrar and shall deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this Board, the School District Clerk shall transmit to the Registrar, from the Debt Service Fund described in Section 4.02, moneys sufficient for the payment of all principal and interest then due.

3.05. Redemption. Bonds maturing in the years 2033 and thereafter shall each be subject to redemption and prepayment, at the option of the District, in inverse order of maturities and, within any maturity, in \$5,000 principal amounts selected by the Registrar by lot, on February 1, 2032, or any date thereafter at a price equal to the principal amount thereof to be redeemed plus interest accrued to the date of redemption.

At least thirty (30) days prior to the date set for redemption of any Bond, the School District Clerk shall cause notice of the call for redemption to be published in a daily or weekly periodical published in a Minnesota city of the first class or its metropolitan area, which circulates throughout the state and furnishes financial news as a part of its service (provided that published notice of the call need not be given if the Bonds are in registered form and notice has been mailed to the registered holder of the Bonds), and to be mailed to the Registrar and to the registered owner of each Bond to be redeemed, but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the registered owner without charge, representing the remaining principal amount outstanding.

3.06. Preparation and Delivery. The Bonds shall be prepared under the direction of the School District Clerk and shall be executed on behalf of the District by the signatures of the Chair and the School District Clerk, and may be sealed with the official seal of the District; provided that said signatures and the official seal may be printed, engraved, or lithographed facsimiles thereof.

In case any officer whose signature, or a facsimile of whose signature, shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution. When the Bonds have been so delivered and authenticated, they shall be delivered by the School District Clerk to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser shall not be obligated to see to the application of the purchase price.

3.07. Securities Depository.

(a) For purposes of this section, the following terms shall have the following meanings:

“Beneficial Owner” shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such person’s subrogee.

“Cede & Co.” shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

“DTC” shall mean The Depository Trust Company of New York, New York.

“Participant” shall mean any broker-dealer, bank or other financial institution for which DTC holds Bonds as securities depository.

“Representation Letter” shall mean the Representation Letter pursuant to which the District agrees to comply with DTC’s Operational Arrangements.

(b) The Bonds shall be initially issued as separately authenticated fully registered bonds, and one Bond shall be issued in the principal amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the bond register in the name of Cede & Co., as nominee of DTC. The Registrar and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to registered owners of Bonds under this resolution, registering the transfer of Bonds, and for all other purposes whatsoever; and neither the Registrar nor the District shall be affected by any notice to the contrary. Neither the Registrar nor the District shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant, or any other person which is not shown on the bond register as being a registered owner of any Bonds, with respect to the accuracy of any records maintained by

DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Bonds, with respect to any notice which is permitted or required to be given to owners of Bonds under this resolution, with respect to the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Bonds, or with respect to any consent given or other action taken by DTC as registered owner of the Bonds. So long as any Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Bond, and shall give all notices with respect to such Bond, only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the District to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) In the event the District determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bond certificates, the District may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Bond certificates. In such event, the Bonds will be transferable in accordance with paragraph (e) hereof. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the District and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (e) hereof.

(d) The execution and delivery of the Representation Letter to DTC by the Chair of the Board of Education and School District Clerk, is hereby authorized, and execution of the Representation Letter by the Chair of the Board of Education and School District Clerk shall be conclusive evidence of such approval.

(e) In the event that any transfer or exchange of Bonds is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this resolution. In the event Bond certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Bonds, or another securities depository as holder of all the Bonds, the provisions of this resolution shall also apply to all matters relating thereto, including, without limitation, the printing of such Bond certificates and the method of payment of principal of and interest on such Bond certificates.

3.08. Closing Certificates. The Chair and School District Clerk, or the Senior Financial Officer, or any of their authorized designees, are hereby further authorized and directed to execute such closing certificates and other instruments and documents as may be necessary to complete the issuance and delivery of the Bonds and maintain the tax-exempt status of the Bonds. The authority granted hereby is effective with respect to any District officer holding office as of the date hereof and any successor. No execution of any document, certificate or instrument by an

officer holding office as of the date hereof shall be considered invalidated or unauthorized by replacement of such officer before the date of execution.

Section 4. Use of Proceeds; Sinking Fund and Tax Levies

4.01. Proceeds of the Bonds shall be held in a separate fund or account in the official financial records of the District (the "Project Fund") and the District shall continue to maintain the Project Fund until payment of all costs and expenses incurred in connection with the projects financed by the Bonds have been paid. To the Project Fund there shall be credited all the proceeds of the Bonds and from the Project Fund there shall be paid all costs and expenses of the projects financed by the Bonds, including costs of issuing the Bonds. Amounts allocable to issuance expenses not disbursed after 60 days shall be transferred to the Debt Service Fund (as defined herein). After payment of all costs and expenses of the projects financed by the Bonds, the Project Fund shall be discontinued and any Bond proceeds remaining therein shall be credited to the Debt Service Fund or used for other projects in accordance with Minnesota law.

4.02. So long as any of the Bonds are outstanding and any principal or interest thereon remains unpaid, the District shall maintain as a separate account on its books and records the sinking fund heretofore established (the "Debt Service Fund"). The Debt Service Fund shall be used for no purpose other than the payment of principal of and interest on the Bonds and the payment of principal of and interest on such other general obligation bonds of the District as this Board by resolution has heretofore designated or hereafter shall designate as being payable from the Debt Service Fund. The Board irrevocably appropriates to the Debt Service Fund (a) any taxes levied in accordance with this resolution, (b) any taxes levied and to be levied for the payment of other obligations made payable from the Debt Service Fund, (c) accrued interest on the Bonds from their date to the date of delivery, and (d) all such other moneys as shall be received and appropriated to the Debt Service Fund from time to time. If any payment of principal of or interest on the Bonds or other obligations payable therefrom shall become due when there is not sufficient money in the Debt Service Fund to make such payment, the District shall pay the same from any other available fund of the District, and such other fund shall be reimbursed for such advances out of the proceeds of the taxes levied for the payment of the Bonds or other obligations payable therefrom. The Debt Service Fund will be used primarily to achieve a proper matching of revenues and debt service within each Bond Year (as defined in the Tax Certificate) and will be fully depleted at least once a year, except for a reasonable carryover amount expected not to exceed the greater of (a) the earnings on the Debt Service Fund in the immediately preceding Bond Year or (b) one-twelfth of the annual debt service on the Bonds in the immediately preceding Bond Year.

4.03. For the prompt and full payment of the principal of and interest on the Bonds as the same respectively become due, the full faith, credit and taxing power of the District shall be and are hereby irrevocably pledged. To provide moneys for the payment thereof, there is hereby levied upon all of the taxable property in the District a direct, annual, ad valorem tax which shall be spread upon the tax rolls collectible in the years and amounts set forth below, as a part of other general taxes of the District, as follows:

<u>Levy Year</u>	<u>Collection Year</u>	<u>Amount</u>
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SEE ATTACHED SCHEDULE

The foregoing taxes shall be irrevocable as long as any of the Bonds are outstanding and unpaid; provided, that the District reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61.

It is estimated that the ad valorem taxes will be collected in amounts not less than five percent (5%) in excess of the annual principal and interest requirements of the Bonds. If on October 1 in any year the sum of the balance in the Debt Service Fund plus any ad valorem taxes theretofore levied for the payment of bonds payable therefrom and collectible through the end of the following calendar year is not sufficient to pay when due all principal and interest to become due on all bonds payable therefrom in said following calendar year, or the Debt Service Fund has incurred a deficiency in the manner provided in Section 4.02, an additional direct, irrevocable, ad valorem tax shall be levied on all taxable property within the corporate limits of the District for the purpose of restoring such accumulated or anticipated deficiency in accordance with the provisions of this resolution.

Section 5. Defeasance

5.01. When all Bonds have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds shall cease. The District may discharge its obligations with respect to any Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The District may also at any time discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full provided that notice of redemption thereof has been duly given as provided in Section 3.05 or arrangements for the giving of such notice have been made. The District may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank qualified by law as an escrow agent for this purpose, cash or securities which are general obligations of the United States or securities of United States agencies which are authorized by law to be so deposited, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without reinvestment, to pay all principal, redemption premium, if any, and interest to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

Section 6. Certifications of Proceedings; Tax Matters and Disclosure Matters

6.01. The School District Clerk is hereby authorized and directed to file with the County Auditor of Hennepin County, Minnesota (the "County Auditor") a certified copy of this resolution, together with such other information as the County Auditor shall require, and to obtain from the County Auditor a certificate that the Bonds have been entered upon the bond register as required by law.

6.02. The officers of the District are hereby authorized and directed to prepare and furnish to the Purchaser and to Dorsey & Whitney LLP, bond counsel to the District, certified copies of all proceedings and records of the District relating to the Bonds and to the financial condition and affairs of the District, and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Bonds as they appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the District as to the facts recited herein.

6.03. The District covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action that would cause the interest of the Bonds to become includable in gross income of the recipient under the Internal Revenue Code of 1986, as amended (the "Code"), and any Treasury Regulations promulgated thereunder (the "Regulations"), and that it will take or cause its officers, employees or agents to take any and all actions legally within its or their power necessary to ensure that the interest on the Bonds will not become includable in gross income of the recipient under the Code and the Regulations. The District covenants and agrees with the holders from time to time of the Bonds that it will abide by the terms of the Tax Certificate, except to the extent compliance therewith is deemed by bond counsel to the District to be unnecessary to maintain the tax-exempt status of the Bonds. So long as the Bonds are outstanding, the District will not enter into any lease, use agreement or other contract or agreement respecting the projects financed with proceeds of the Bonds which would cause the Bonds to be considered a "private activity bond" or "private loan bond" pursuant to the provisions of Section 141 of the Code.

6.04. The Chair and the School District Clerk, being the officers of the District charged with the responsibility for issuing the Bonds pursuant to this resolution, or the Senior Financial Officer, or any of their authorized designees, are authorized and directed to execute and deliver a Tax Certificate in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Regulations, stating, among other things, the facts, estimates and circumstances in existence on the date of issue and delivery of the Bonds which make it reasonable to expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of the Code and the Regulations. The District covenants and agrees with the holders from time to time of the Bonds that it will abide by the terms of the Tax Certificate, except to the extent compliance therewith is deemed by Dorsey & Whitney LLP, bond counsel to the District, to be unnecessary to maintain the tax-exempt status of the Bonds.

6.05. The District acknowledges that the Bonds are subject to the rebate requirements of Section 148(f) of the Code. The District covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes, unless the Bonds qualify for an exception from the rebate requirement pursuant to one of the exceptions set forth in the Code and the Regulations.

6.06. The District certifies that the proceeds of the Bonds will not be used by the District to reimburse itself for any expenditure which the District paid or will have paid more than 60 days prior to the issuance of the Bonds unless, with respect to such prior expenditures, the District has made a declaration of official intent which complies with the provisions of Section 1.150-2 of the

Regulations; provided, however, that this certification shall not apply (i) with respect to certain de minimis expenditures, if any, meeting the requirements of Section 1.150-2(f)(1) of the Regulations, or (ii) with respect to “preliminary expenditures” as defined in Section 1.150-2(f)(2) of the Regulations, including engineering or architectural expenses and similar preparatory expenses, which in the aggregate do not exceed 20% of the “issue price” of the Bonds.

6.07. The Preliminary Official Statement dated November 7, 2022 (the “Preliminary Official Statement”), prepared by the District and PFM Financial Advisors LLC and distributed by PFM Financial Advisors LLC, on behalf of the District, is hereby ratified and approved. District officials and staff and PFM Financial Advisors LLC are hereby authorized, on behalf of the District, to prepare and distribute, with the approval of the Senior Financial Officer of the District, or any authorized designee, any supplements to the Preliminary Official Statement necessary in connection with the offering and sale of the Bonds. District officials and staff and PFM Financial Advisors LLC and the District are hereby further authorized to prepare and distribute to the Purchaser, within seven business days from the date hereof, a final supplement to the Preliminary Official Statement or a final Official Statement listing the offering price, the interest rates, selling compensation, delivery date, the underwriters and such other information relating to the Bonds required to be included in the final Official Statement by Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the “Final Official Statement”). The officers of the District are authorized in connection with the delivery of the Bonds to sign such certificates as may be necessary with respect to the completeness and accuracy of the Preliminary Official Statement and the Final Official Statement, which Final Official Statement is also hereby approved, with such changes and additions as the Senior Financial Officer of the District, or his designees, may authorize.

Section 7. State Payment; District and Bond Registrar Obligations

7.01. The District hereby covenants and obligates itself to notify the Commissioner of Education of the State of Minnesota as soon as possible, but not less than 15 working days before the date that principal or interest payment is due, of any potential default in the payment of the principal of or interest on the Bonds and to use the provisions of Minnesota Statutes, Section 126C.55 (the “State Payment Law”), to guarantee (to the extent provided therein) payment of the principal of and interest on the Bonds when due. The District further covenants to deposit with the Registrar not less than three business days prior to each interest and principal payment date for the Bonds an amount sufficient to make that payment or to notify the Commissioner of Education as provided in the State Payment Law that it will be unable to make all or a portion of such payment. The Registrar shall be required to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal of and interest on the Bonds at maturity or, if on the date two business days prior to maturity, there are insufficient funds on deposit with the Registrar to pay the Bonds in full at maturity. The Registrar shall be required to cooperate with the District, the Commissioner of Education and the Commissioner of Management and Budget in implementing the provisions of the State Payment Law. In the event that amounts sufficient to make any such interest or principal payment are held by an escrow or paying agent and invested as authorized by Minnesota Statutes, Chapter 475 and such escrow or paying agent is required to use proceeds from such investment to pay to the Registrar the amount necessary to pay such interest or principal on such payment date, then the requirements of the State Payment Law relating to the deposit of such amounts with the Registrar prior to the payment date of such interest

or principal shall be deemed satisfied and neither the District nor the Registrar shall be required to notify the Commissioner of Education that insufficient funds are available to pay such interest or principal on such payment date. The District shall do all other things which may be necessary to perform the obligations hereby undertaken under the State Payment Law, including any requirements hereafter adopted by the Commissioner of Education or the Commissioner of Management and Budget. The Chair, the School District Clerk, the Senior Financial Officer, or any authorized designee thereof, is hereby authorized to execute any applicable forms of the State of Minnesota.

Section 8. Continuing Disclosure

8.01. Definitions. The following capitalized terms shall have the following meanings for purposes of this section.

“*Annual Report*” means any annual report provided by the District pursuant to, and as described in, Section 8.03.

“*Beneficial Owner*” means any person which (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (ii) is treated as the owner of any Bonds for federal income tax purposes.

“*EMMA*” means the MSRB’s Electronic Municipal Market Access system available at <http://emma.msrb.org>.

“*Financial Obligation*” means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) guarantee of either (i) or (ii). The term “Financial Obligation” does not include municipal securities as to which a final official statement has been provided to the MSRB pursuant to the Rule.

“*Holder*” means the registered holders of the Bonds, as recorded in the registration books of the Registrar.

“*Listed Events*” means the events listed in Section 8.04.

“*MSRB*” means the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

“*Participating Underwriter*” means any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“*Rule*” means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

8.02. Purpose and Beneficiaries. The District makes the following covenants for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with the Rule.

8.03. Provision of Annual Reports.

- (i) Not later than 12 months after the end of each fiscal year of the District (the “Submission Deadline”) (the first report being due not later than 12 months after June 30, 2022), the District shall, either directly or indirectly through an agent designated by the District, file on EMMA an electronic copy of its Annual Report in a format and accompanied by such identifying information as prescribed by the MSRB. If the District’s fiscal year changes, it shall, either directly or indirectly through an agent designated by the District, give notice of such change in the same manner as for a Listed Event under Section 8.04, and the Submission Deadline beginning with the subsequent fiscal year will become one year following the end of the new fiscal year. If the District is unable to provide an Annual Report by the Submission Deadline, in a timely manner thereafter, the District shall, either directly or indirectly through an agent designated by the District, file a notice on EMMA stating that there has been a failure to provide an Annual Report on or before the Submission Deadline.
- (ii) The Annual Report must contain or include by reference the following:
 - (1) The audited financial statements of the District for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Minnesota state law, as in effect from time to time, or, if and to the extent such audited financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the District’s audited financial statements are not available by the Submission Deadline, the Annual Report shall contain unaudited financial information (which may include any annual filing information required by Minnesota state law) accompanied by a notice that the audited financial statements are not yet available, and the audited financial statements shall be filed on EMMA promptly after they become available.
 - (2) To the extent not included in the financial statements provided as part of the Annual Report, tables, schedules or other information of the type contained in the Official Statement for the Bonds under the following headings or captions, which information may be unaudited:
 - (A) Financial Summary
 - (B) Indebtedness
 - (C) Property Valuations and Taxes
 - (D) Financial Information
- (iii) The Annual Report may be submitted as a single document or as separate documents comprising a package. The contents of the Annual Report may be

included in the Annual Report by specific reference to other documents, including official statements of debt issues of the District or related public entities, which are available on EMMA or are filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available on EMMA. The Annual Report shall clearly identify each such other document so included by reference. The audited financial statements of the District may be submitted separately from the balance of the Annual Report and later than the Submission Deadline if they are not available by that date.

8.04. Reporting of Significant Events.

- (i) The District shall, either directly or indirectly through an agent designated by the District, give notice of the occurrence of any of the following events with respect to the Bonds, all pursuant to the provisions of this section:
 - (1) Principal and interest payment delinquencies.
 - (2) Non-payment related defaults, if material.
 - (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
 - (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
 - (5) Substitution of credit or liquidity providers, or their failure to perform.
 - (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
 - (7) Modifications to rights of security holders, if material.
 - (8) Bond calls, if material, and tender offers.
 - (9) Defeasances.
 - (10) Release, substitution, or sale of property securing repayment of the securities, if material.
 - (11) Rating changes.
 - (12) Bankruptcy, insolvency, receivership or similar event of the obligated person.

For the purposes of the event identified in this subparagraph (12), the event is considered to occur when any of the following occur: the appointment of

a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

- (13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
 - (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
 - (15) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material.
 - (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.
- (ii) If a Listed Event described in subparagraph (2), (7), (8) (but only with respect to bond calls under (8)), (10), (13), (14) or (15) has occurred *and the District has determined that such Listed Event is material under applicable federal securities laws*, the District shall, either directly or indirectly through an agent designated by the District, in a timely manner but not later than 10 business days after the occurrence of such Listed Event, promptly file a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB.
 - (iii) If a Listed Event described in subparagraph (1), (3), (4), (5), (6), (8) (but only with respect to tender offers under (8)), (9), (11), (12) or (16) above has occurred the District shall, either directly or indirectly through an agent designated by the District, in a timely manner but not later than 10 business days after the occurrence of such Listed Event, promptly file a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB. Notwithstanding the foregoing, notice of Listed Events

described in subparagraphs (8) and (9) need not be given under this section any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds.

8.05. Termination of Reporting Obligation. The District's obligations under this section will terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds or upon the District's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the District to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

8.06. Dissemination Agent. The District may, from time to time, appoint or engage a dissemination agent to assist it in carrying out its obligations under this section, and may discharge any such dissemination agent, with or without appointing a successor dissemination agent. The dissemination agent will not be responsible in any manner for the content of any notice or Annual Report prepared by the District pursuant to this section.

8.07. Amendment; Waiver. Notwithstanding any other provision of this section, the District may amend the covenants contained in this section, and any provision of this section may be waived, if

- (i) (1) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted; (2) the undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (3) the amendment or waiver either (A) is approved by a majority of the Holders, or (B) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners; or
- (ii) the amendment or waiver is necessary to comply with modifications to or interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission.

In the event of any amendment or waiver of a provision of this section, the District shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the District. In addition, if the amendment relates to the accounting principles to be followed in preparing audited financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 8.04, and (ii) the Annual Report for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material

differences between the audited financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

8.08. Additional Information. Nothing in this section will be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this section or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this section. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this section, the District shall have no obligation under this section to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

8.09. Default. In the event of a failure of the District to comply with any provision of this section, any Holder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this section. Direct, indirect, consequential and punitive damages will not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this section will not be deemed an event of default under this resolution, and the sole remedy under this section in the event of any failure of the District to comply with this section will be an action to compel performance.

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EXHIBIT A

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF HENNEPIN

SPECIAL SCHOOL DISTRICT NO. 1 (MINNEAPOLIS)
GENERAL OBLIGATION SCHOOL BUILDING BOND, SERIES 2022A

R-____ \$ _____

<u>Interest Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	February 1, 20__	December 6, 2022	603790 ____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: THOUSAND DOLLARS

Special School District No. 1 (Minneapolis), Minnesota (the “District”), a duly organized school district with boundaries coterminous with the City of Minneapolis, whose post office address is Minneapolis, Minnesota, acknowledges itself to be indebted, and for value received hereby, promises to pay to the registered owner specified above, or registered assigns, upon presentation and surrender at the principal corporate trust office of the Bond Registrar hereinafter identified, the principal amount specified above, on the maturity date specified above, with interest thereon from the date of original issue hereof or from the most recent interest payment date to which interest has been paid or duly provided for, at the annual rate specified above, all subject to the provisions hereinafter stated with respect to the redemption of the principal of this Bond before maturity. Interest is payable on February 1 and August 1 of each year, commencing on August 1, 2023, by check or draft mailed by the Bond Registrar to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. Both principal and interest are payable in any coin or currency of the United States of America, which on the respective dates of payment is legal tender for payment of public and private debts. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith, credit, and taxing power of the District have been and are hereby irrevocably pledged. U.S. Bank Trust Company, National Association, in St. Paul, Minnesota, has been designated by the Resolution described herein as Bond Registrar, Transfer Agent and Paying Agent (the “Bond Registrar”), and a successor Bond Registrar, if any, may be designated in accordance with said Resolution.

This Bond is one of an issue in the aggregate principal amount of \$31,150,000 (the “Bonds”), all of like tenor except as to serial number, maturity date, interest rate and redemption privilege and all issued by the District for the acquisition and betterment of school facilities, and is issued pursuant to authority conferred by the required vote of the members of the Board of Education of the District and pursuant to and in full conformity with the Constitution and laws of the State of Minnesota thereunto enabling, including Minnesota Statutes, Chapter 475 and Section 128D.11, and pursuant to and in full conformity with resolutions of the Board of Education of the District, including a resolution adopted November 15, 2022 (the “Resolution”). This Bond is payable primarily from the Debt Service Fund (the “Debt Service Fund”) of the District, but the Board is required by law to pay maturing principal hereof and interest thereon out of any funds in the treasury if moneys on hand in the Debt Service Fund are insufficient therefor. The Bonds of this issue are issuable only as fully registered bonds, in denominations of \$5,000 or any integral multiple thereof, of single maturities.

Bonds having stated maturity dates in the years 2033 and thereafter are each subject to redemption and prepayment in inverse order of maturities and by lot, assigned in proportion to their principal amount, within a maturity, at the option of the District, on any date on or after February 1, 2032, at a price equal to the principal amount thereof to be redeemed plus interest accrued to the date of redemption.

At least thirty days prior to the date set for the redemption and prepayment of any Bond, notice of the call for redemption will be published in a daily or weekly periodical, published in a Minnesota city of the first class or its metropolitan area, which circulates throughout the state and furnishes financial news as a part of its service (provided that published notice of the call need not be given if the Bonds are in registered form and notice has been mailed to the registered holder of the Bonds), and will be mailed or furnished to the Bond Registrar and mailed to the registered owner of each Bond to be redeemed at the address appearing in the Bond Register, but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the registered owner without charge, representing the remaining principal amount outstanding.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the District at the principal corporate trust office of the Bond Registrar, by the registered owner hereof in person or by his/her/its attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or his/her/its attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange, the District will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The District and the Bond Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner thereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the District nor the Bond Registrar shall be affected by any notice to the contrary.

It is hereby certified, recited, covenanted and agreed that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to happen, to exist and to be performed precedent to and in the issuance of this Bond in order to make it a valid and binding general obligation of the District according to its terms have been done, have happened, do exist, and have been performed in regular and due form, time and manner as so required; that, prior to the issuance hereof, a direct, annual, ad valorem tax has been duly levied upon all taxable property in the District for the years and in amounts not less than five percent (5%) in excess of sums sufficient to pay the interest hereon and the principal hereof as the same respectively become due; that additional taxes, if needed to meet the principal and interest requirements of the Bonds, shall be levied upon all of such property without limitation as to rate or amount; and that the issuance of the Bonds does not cause the indebtedness of the District to exceed any constitutional or statutory limitation of indebtedness.

This Bond shall not be valid or obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Bond Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, Special School District No. 1 (Minneapolis), Minnesota, by its Board of Education has caused this Bond to be executed by the facsimile signatures of the Chair of the Board of Education and the School District Clerk and has caused this Bond to be dated as of the date of original issue set forth above.

SPECIAL SCHOOL DISTRICT NO. 1 (MINNEAPOLIS), MINNESOTA

(Facsimile Signature)
Chair of the Board of Education

(Facsimile Signature)
School District Clerk

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

Date of Authentication: _____

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Bond Registrar

By _____
Authorized Signature

The following abbreviations, when used in the inscription of the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM --as tenants in common	UTMA as Custodian for
	(Cust) (Minor)
TEN ENT --as tenants by the entireties	under Uniform Transfers to Minors Act
	(State)
JT TEN --as joint tenants with right of survivorship and not as tenants in common	

Additional abbreviations may also be used, though not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE:

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatsoever.

SIGNATURE GUARANTEE:

Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in STAMP or such other "signature guaranty program" as may be determined by the Registrar in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

SCHEDULE

Minneapolis Special School District No. 1, Minnesota
 \$31,150,000 General Obligation School Building Bonds, Series 2022A
 Tax Levy Schedule

Dated Date: 12/6/2022

Levy Year	Collection Year	Period Ending	Principal	Coupon	Interest	Debt Service	105% of DS
		8/1/2023	-		1,016,701.39		
2022	2023	2/1/2024	2,255,000.00	5.00%	778,750.00	4,050,451.39	4,252,973.96
		8/1/2024	-		722,375.00		
2023	2024	2/1/2025	2,600,000.00	5.00%	722,375.00	4,044,750.00	4,246,987.50
		8/1/2025	-		657,375.00		
2024	2025	2/1/2026	2,730,000.00	5.00%	657,375.00	4,044,750.00	4,246,987.50
		8/1/2026	-		589,125.00		
2025	2026	2/1/2027	2,870,000.00	5.00%	589,125.00	4,048,250.00	4,250,662.50
		8/1/2027	-		517,375.00		
2026	2027	2/1/2028	3,015,000.00	5.00%	517,375.00	4,049,750.00	4,252,237.50
		8/1/2028	-		442,000.00		
2027	2028	2/1/2029	1,295,000.00	5.00%	442,000.00	2,179,000.00	2,287,950.00
		8/1/2029	-		409,625.00		
2028	2029	2/1/2030	1,355,000.00	5.00%	409,625.00	2,174,250.00	2,282,962.50
		8/1/2030	-		375,750.00		
2029	2030	2/1/2031	1,085,000.00	5.00%	375,750.00	1,836,500.00	1,928,325.00
		8/1/2031	-		348,625.00		
2030	2031	2/1/2032	1,135,000.00	5.00%	348,625.00	1,832,250.00	1,923,862.50
		8/1/2032	-		320,250.00		
2031	2032	2/1/2033	1,195,000.00	5.00%	320,250.00	1,835,500.00	1,927,275.00
		8/1/2033	-		290,375.00		
2032	2033	2/1/2034	925,000.00	5.00%	290,375.00	1,505,750.00	1,581,037.50
		8/1/2034	-		267,250.00		
2033	2034	2/1/2035	970,000.00	5.00%	267,250.00	1,504,500.00	1,579,725.00
		8/1/2035	-		243,000.00		
2034	2035	2/1/2036	1,020,000.00	5.00%	243,000.00	1,506,000.00	1,581,300.00
		8/1/2036	-		217,500.00		
2035	2036	2/1/2037	1,070,000.00	5.00%	217,500.00	1,505,000.00	1,580,250.00
		8/1/2037	-		190,750.00		
2036	2037	2/1/2038	1,120,000.00	5.00%	190,750.00	1,501,500.00	1,576,575.00
		8/1/2038	-		162,750.00		
2037	2038	2/1/2039	1,180,000.00	5.00%	162,750.00	1,505,500.00	1,580,775.00
		8/1/2039	-		133,250.00		
2038	2039	2/1/2040	1,235,000.00	5.00%	133,250.00	1,501,500.00	1,576,575.00
		8/1/2040	-		102,375.00		
2039	2040	2/1/2041	1,300,000.00	5.00%	102,375.00	1,504,750.00	1,579,987.50
		8/1/2041	-		69,875.00		
2040	2041	2/1/2042	1,365,000.00	5.00%	69,875.00	1,504,750.00	1,579,987.50
		8/1/2042	-		35,750.00		
2041	2042	2/1/2043	1,430,000.00	5.00%	35,750.00	1,501,500.00	1,576,575.00
		Total	31,150,000.00		13,986,201.39	45,136,201.39	47,393,011.46

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 a simple majority vote of a quorum of* the Board of Education of the District at a lawful meeting duly called and held on November 15, 2022, at which meeting a quorum was present and acting throughout. Such resolution remains in full force and effect in the form in which adopted.

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

School District Clerk

RESOLUTION RELATING TO \$27,600,000 GENERAL OBLIGATION LONG-TERM FACILITIES MAINTENANCE BONDS, SERIES 2022B; AWARDING THE SALE THEREOF; PRESCRIBING THE FORM AND DETAILS THEREOF; AND AUTHORIZING THE ISSUANCE THEREOF

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 Sale

1.01. Pursuant to Minnesota Statutes, Section 123B.595, the District, with the approval of the Commissioner of Education of the State of Minnesota and after proper notice, is authorized to issue and sell general obligation bonds of the District to finance facilities plans approved under Minnesota Statutes, Section 123B.595. The Board has heretofore approved the District’s ten-year facilities plan (the “Plan”) and on September 15, 2022, the District received written approval from the Commissioner of Education of its ten-year facilities plan (the “Plan”) and a bond issue in connection therewith. The levy of ad valorem taxes for the payment of the principal of and interest on bonds issued in 2022 to finance such Plan was approved as part of the Minnesota Department of Education (“MDE”) Levy Limitation and Certification 2022-2023. The Board hereby ratifies and approves all action heretofore taken and hereby authorizes any additional actions required to be taken by District staff with respect to the Plan and publication of the notice required by Minnesota Statutes, Section 123B.595, Subd. 5(b).

1.02. This Board hereby finds, determines and declares that it is in the best interest of the District to proceed forthwith to authorize the issuance of its General Obligation Long-Term Facilities Maintenance Bonds, Series 2022B, in the initial aggregate principal amount of \$27,600,000 (the “Bonds”), to finance the projects included in the Plan (the “Project”), and to pay costs of issuing the Bonds. Review and comment by the Minnesota Department of Education is not required for any portion of the Project pursuant to the provisions of Minnesota Statutes, Section 123B.71.

1.03. PFM Financial Advisors LLC, municipal advisor to the District, has solicited, on behalf of the District, competitive proposals for the purchase of the Bonds. Upon consideration by this Board, the most favorable of such proposals received by the District is that of Wells Fargo Bank, National Association in Charlotte, North Carolina (the “Purchaser”), who offered to purchase the Bonds at a price of \$30,419,428.60 (\$27,600,000 in par amount of Bonds, plus original issue premium in the amount of \$2,843,992.60, less Purchaser compensation in the amount of \$24,564.00), upon the further terms and conditions set forth in this resolution.

1.04. All acts, conditions and things which are required by the Constitution and laws of the State of Minnesota to be done prior to the issuance of the Bonds having been done, existing and having happened, it is now necessary for this Board to establish the form and terms of the Bonds, to provide for the security thereof, and to issue the Bonds forthwith.

Section 2. Form of Bonds

2.01. The Bonds shall be prepared substantially in the form of Exhibit A.

Section 3. Bond Terms, Execution and Delivery

3.01. Maturities, Interest Rates, Denominations. The District shall forthwith issue and deliver the Bonds, which shall be denominated “General Obligation Long-Term Facilities Maintenance Bonds, Series 2022B.” The Bonds shall be in the denomination of \$5,000 each or any integral multiple thereof, shall mature on February 1 in the years and amounts set forth below, and Bonds maturing in such years and amounts shall bear interest, on the basis of a 360-day year composed of twelve 30-day months, from the date of issue until paid or duly called for redemption at the rates per annum shown opposite such years and in amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Rate</u>
2024	\$1,255,000	5.00%	2034	\$850,000	5.00%
2025	1,420,000	5.00	2035	890,000	5.00
2026	1,490,000	5.00	2036	935,000	5.00
2027	1,565,000	5.00	2037	985,000	5.00
2028	1,645,000	5.00	2038	1,030,000	5.00
2029	1,725,000	5.00	2039	1,085,000	5.00
2030	1,815,000	5.00	2040	1,140,000	5.00
2031	1,905,000	5.00	2041	1,195,000	5.00
2032	1,995,000	5.00	2042	1,255,000	5.00
2033	2,100,000	5.00	2043	1,320,000	5.00

3.02. Dates; Interest Payment Dates. The Bonds shall be issuable only in fully registered form, and the ownership of the Bonds shall be transferred only upon the bond register of the District hereinafter described. The interest on the Bonds shall be payable on February 1 and August 1 in each year, commencing August 1, 2023, to the owner of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day. The interest on, and upon presentation and surrender thereof, the principal of each Bond, shall be payable by check or draft issued by the Registrar (as defined herein). Each Bond shall be originally dated as of December 6, 2022, and upon authentication of any Bond, the Registrar described herein shall indicate therein the date of such authentication.

3.03. Registration. The District shall appoint, and shall maintain, a bond registrar, transfer agent and paying agent (the “Registrar”). The effect of registration and the rights and duties of the District and the Registrar with respect thereto shall be as follows:

(a) Register. The Registrar shall keep at its principal corporate trust office a bond register in which the Registrar shall provide for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until such interest payment.

(c) Exchange of Bonds. Whenever any Bond is surrendered by the registered owner for exchange, the Registrar shall authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity, as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. All Bonds surrendered upon any transfer or exchange shall be promptly canceled by the Registrar and thereafter disposed of as directed by the District.

(e) Improper or Unauthorized Transfer. When any Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The District and the Registrar may treat the person in whose name any Bond is at any time registered in the bond register as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability of the District upon such Bond to the extent of the sum or sums paid.

(g) Taxes, Fees and Charges. For every transfer or exchange of Bonds, the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be lost, stolen or destroyed, the Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond lost, stolen or destroyed, upon payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond lost, stolen or destroyed, upon filing with the Registrar of evidence satisfactory to it that such Bond was lost, stolen or destroyed, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the District and the Registrar shall be named as obligees. All Bonds so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to

the District. If the mutilated, lost, stolen or destroyed Bond has already matured or been called for redemption in accordance with its terms, it shall not be necessary to issue a new Bond prior to payment.

(i) Authenticating Agent. The Registrar is hereby designated authenticating agent for the Bonds, within the meaning of Minnesota Statutes, Section 475.55, Subdivision 1, as amended.

(j) Valid Bonds. All Bonds issued upon any transfer or exchange of Bonds shall be the valid obligations of the District, evidencing the same debt, and entitled to the same benefits under this Resolution as the Bonds surrendered upon such transfer or exchange.

3.04. Appointment of Initial Registrar. The District hereby appoints U.S. Bank Trust Company, National Association, as the initial Registrar. The Chair and the School District Clerk are authorized to execute and deliver, if necessary or appropriate, on behalf of the District, a contract with U.S. Bank Trust Company, National Association, as Registrar. A bank or trust company authorized by law to conduct such business, may be authorized to act as successor Registrar. The District agrees to pay the reasonable and customary charges of the Registrar for the services performed. The District reserves the right to remove any Registrar upon thirty (30) days' notice and upon the appointment of a successor Registrar and shall deliver all cash and Bonds in its possession to the successor Registrar and shall deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this Board, the School District Clerk shall transmit to the Registrar, from the Debt Service Fund described in Section 4.02, moneys sufficient for the payment of all principal and interest then due.

3.05. Redemption. Bonds maturing in the years 2033 and thereafter shall each be subject to redemption and prepayment, at the option of the District, in inverse order of maturities and, within any maturity, in \$5,000 principal amounts selected by the Registrar by lot, on February 1, 2032, or any date thereafter at a price equal to the principal amount thereof to be redeemed plus interest accrued to the date of redemption.

At least thirty (30) days prior to the date set for redemption of any Bond, the School District Clerk shall cause notice of the call for redemption to be published in a daily or weekly periodical published in a Minnesota city of the first class or its metropolitan area, which circulates throughout the state and furnishes financial news as a part of its service (provided that published notice of the call need not be given if the Bonds are in registered form and notice has been mailed to the registered holder of the Bonds), and to be mailed to the Registrar and to the registered owner of each Bond to be redeemed, but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the registered owner without charge, representing the remaining principal amount outstanding.

3.06. Preparation and Delivery. The Bonds shall be prepared under the direction of the School District Clerk and shall be executed on behalf of the District by the signatures of the Chair and the School District Clerk, and may be sealed with the official seal of the District; provided that said signatures and the official seal may be printed, engraved, or lithographed facsimiles thereof.

In case any officer whose signature, or a facsimile of whose signature, shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution. When the Bonds have been so delivered and authenticated, they shall be delivered by the School District Clerk to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser shall not be obligated to see to the application of the purchase price.

3.07. Securities Depository.

(a) For purposes of this section, the following terms shall have the following meanings:

“Beneficial Owner” shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such person’s subrogee.

“Cede & Co.” shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

“DTC” shall mean The Depository Trust Company of New York, New York.

“Participant” shall mean any broker-dealer, bank or other financial institution for which DTC holds Bonds as securities depository.

“Representation Letter” shall mean the Representation Letter pursuant to which the District agrees to comply with DTC’s Operational Arrangements.

(b) The Bonds shall be initially issued as separately authenticated fully registered bonds, and one Bond shall be issued in the principal amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the bond register in the name of Cede & Co., as nominee of DTC. The Registrar and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to registered owners of Bonds under this resolution, registering the transfer of Bonds, and for all other purposes whatsoever; and neither the Registrar nor the District shall be affected by any notice to the contrary. Neither the Registrar nor the District shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant, or any other person which is not shown on the bond register as being a registered owner of any Bonds, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Bonds, with respect to any notice which is permitted or required to be given to owners of Bonds

under this resolution, with respect to the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Bonds, or with respect to any consent given or other action taken by DTC as registered owner of the Bonds. So long as any Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Bond, and shall give all notices with respect to such Bond, only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the District to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) In the event the District determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bond certificates, the District may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Bond certificates. In such event, the Bonds will be transferable in accordance with paragraph (e) hereof. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the District and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (e) hereof.

(d) The execution and delivery of the Representation Letter to DTC by the Chair of the Board of Education and School District Clerk, is hereby authorized, and execution of the Representation Letter by the Chair of the Board of Education and School District Clerk shall be conclusive evidence of such approval.

(e) In the event that any transfer or exchange of Bonds is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this resolution. In the event Bond certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Bonds, or another securities depository as holder of all the Bonds, the provisions of this resolution shall also apply to all matters relating thereto, including, without limitation, the printing of such Bond certificates and the method of payment of principal of and interest on such Bond certificates.

3.08. Closing Certificates. The Chair and School District Clerk, or the Senior Financial Officer, or any of their authorized designees, are hereby further authorized and directed to execute such closing certificates and other instruments and documents as may be necessary to complete the issuance and delivery of the Bonds and maintain the tax-exempt status of the Bonds. The authority granted hereby is effective with respect to any District officer holding office as of the date hereof and any successor. No execution of any document, certificate or instrument by an officer holding office as of the date hereof shall be considered invalidated or unauthorized by replacement of such officer before the date of execution.

Section 4. Use of Proceeds; Sinking Fund and Tax Levies

4.01. Proceeds of the Bonds shall be held in a separate fund or account in the official financial records of the District (the "Project Fund") and the District shall continue to maintain the Project Fund until payment of all costs and expenses incurred in connection with the projects financed by the Bonds have been paid. To the Project Fund there shall be credited all the proceeds of the Bonds and from the Project Fund there shall be paid all costs and expenses of the projects financed by the Bonds, including costs of issuing the Bonds. Amounts allocable to issuance expenses not disbursed after 60 days shall be transferred to the Debt Service Fund (as defined herein). After payment of all costs and expenses of the projects financed by the Bonds, the Project Fund shall be discontinued and any Bond proceeds remaining therein shall be credited to the Debt Service Fund or used for other projects in accordance with Minnesota law.

4.02. Pursuant to Minnesota Statutes, Section 123B.595, subdivision 5(c), the portion of long-term facilities maintenance revenue for bonded debt must be recognized in the debt service fund of the District (the "Debt Service Fund"). The Debt Service Fund shall be used for no purpose other than the payment of principal of and interest on the Bonds and the payment of principal of and interest on such other general obligation bonds of the District as this Board by resolution has heretofore designated or hereafter shall designate as being payable from the Debt Service Fund. The Board irrevocably appropriates to the Debt Service Fund (a) any taxes levied in accordance with this resolution, (b) any taxes levied and to be levied for the payment of other obligations made payable from the Debt Service Fund, (c) accrued interest on the Bonds from their date to the date of delivery, (d) any long-term facilities maintenance equalized aid receivable under Minnesota Statutes, Section 123B.595, subdivision 9, and (e) all such other moneys as shall be received and appropriated to the Debt Service Fund from time to time. If any payment of principal of or interest on the Bonds or other obligations payable therefrom shall become due when there is not sufficient money in the Debt Service Fund to make such payment, the District shall pay the same from any other available fund of the District, and such other fund shall be reimbursed for such advances out of the proceeds of the taxes levied for the payment of the Bonds or other obligations payable therefrom. Pursuant to Minnesota Statutes, Section 123B.595, subdivision 12, the portion, if any, of long-term facility maintenance revenue not recognized in the Debt Service Fund shall be maintained with the general fund of the District in a reserve account pledged to the payment of Plan costs not financed by the Bonds. The Debt Service Fund will be used primarily to achieve a proper matching of revenues and debt service within each Bond Year (as defined in the Tax Certificate) and will be fully depleted at least once a year, except for a reasonable carryover amount expected not to exceed the greater of (a) the earnings on the Debt Service Fund in the immediately preceding Bond Year or (b) one-twelfth of the annual debt service on the Bonds in the immediately preceding Bond Year.

4.03. For the prompt and full payment of the principal of and interest on the Bonds as the same respectively become due, the full faith, credit and taxing power of the District shall be and are hereby irrevocably pledged. To provide moneys for the payment thereof, there is hereby levied upon all of the taxable property in the District a direct, annual, ad valorem tax which shall be spread upon the tax rolls collectible in the years and amounts set forth below, as a part of other general taxes of the District, as follows:

Levy Year

Collection Year

Amount

SEE ATTACHED SCHEDULE

The foregoing taxes shall be irrevocable as long as any of the Bonds are outstanding and unpaid; provided, that the District reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61.

It is estimated that the ad valorem taxes will be collected in amounts not less than five percent (5%) in excess of the annual principal and interest requirements of the Bonds. If on October 1 in any year the sum of the balance in the Debt Service Fund plus any ad valorem taxes theretofore levied for the payment of bonds payable therefrom and collectible through the end of the following calendar year is not sufficient to pay when due all principal and interest to become due on all bonds payable therefrom in said following calendar year, or the Debt Service Fund has incurred a deficiency in the manner provided in Section 4.02, an additional direct, irrevocable, ad valorem tax shall be levied on all taxable property within the corporate limits of the District for the purpose of restoring such accumulated or anticipated deficiency in accordance with the provisions of this resolution. Pursuant to Minnesota Statutes, Section 123B.595, subdivision 6, if the debt service revenue required to pay the principal and interest on the Bonds exceeds the District's long-term facilities maintenance revenue for the same fiscal year, the District's general fund levy must be reduced by the amount of the excess.

Section 5. Defeasance

5.01. When all Bonds have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds shall cease. The District may discharge its obligations with respect to any Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The District may also at any time discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full provided that notice of redemption thereof has been duly given as provided in Section 3.05 or arrangements for the giving of such notice have been made. The District may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank qualified by law as an escrow agent for this purpose, cash or securities which are general obligations of the United States or securities of United States agencies which are authorized by law to be so deposited, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without reinvestment, to pay all principal, redemption premium, if any, and interest to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

Section 6. Certifications of Proceedings; Tax Matters and Disclosure Matters

6.01. The School District Clerk is hereby authorized and directed to file with the County Auditor of Hennepin County, Minnesota (the "County Auditor") a certified copy of this resolution, together with such other information as the County Auditor shall require, and to obtain from the County Auditor a certificate that the Bonds have been entered upon the bond register as required by law.

6.02. The officers of the District are hereby authorized and directed to prepare and furnish to the Purchaser and to Dorsey & Whitney LLP, bond counsel to the District, certified copies of all proceedings and records of the District relating to the Bonds and to the financial condition and affairs of the District, and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Bonds as they appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the District as to the facts recited herein.

6.03. The District covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action that would cause the interest of the Bonds to become includable in gross income of the recipient under the Internal Revenue Code of 1986, as amended (the "Code"), and any Treasury Regulations promulgated thereunder (the "Regulations"), and that it will take or cause its officers, employees or agents to take any and all actions legally within its or their power necessary to ensure that the interest on the Bonds will not become includable in gross income of the recipient under the Code and the Regulations. The District covenants and agrees with the holders from time to time of the Bonds that it will abide by the terms of the Tax Certificate, except to the extent compliance therewith is deemed by bond counsel to the District to be unnecessary to maintain the tax-exempt status of the Bonds. So long as the Bonds are outstanding, the District will not enter into any lease, use agreement or other contract or agreement respecting the projects financed with proceeds of the Bonds which would cause the Bonds to be considered a "private activity bond" or "private loan bond" pursuant to the provisions of Section 141 of the Code.

6.04. The Chair and the School District Clerk, being the officers of the District charged with the responsibility for issuing the Bonds pursuant to this resolution, or the Senior Financial Officer, or any of their authorized designees, are authorized and directed to execute and deliver a Tax Certificate in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Regulations, stating, among other things, the facts, estimates and circumstances in existence on the date of issue and delivery of the Bonds which make it reasonable to expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of the Code and the Regulations. The District covenants and agrees with the holders from time to time of the Bonds that it will abide by the terms of the Tax Certificate, except to the extent compliance therewith is deemed by Dorsey & Whitney LLP, bond counsel to the District, to be unnecessary to maintain the tax-exempt status of the Bonds.

6.05. The District acknowledges that the Bonds are subject to the rebate requirements of Section 148(f) of the Code. The District covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required

under Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes, unless the Bonds qualify for an exception from the rebate requirement pursuant to one of the exceptions set forth in the Code and the Regulations.

6.06. The District certifies that the proceeds of the Bonds will not be used by the District to reimburse itself for any expenditure which the District paid or will have paid more than 60 days prior to the issuance of the Bonds unless, with respect to such prior expenditures, the District has made a declaration of official intent which complies with the provisions of Section 1.150-2 of the Regulations; provided, however, that this certification shall not apply (i) with respect to certain de minimis expenditures, if any, meeting the requirements of Section 1.150-2(f)(1) of the Regulations, or (ii) with respect to “preliminary expenditures” as defined in Section 1.150-2(f)(2) of the Regulations, including engineering or architectural expenses and similar preparatory expenses, which in the aggregate do not exceed 20% of the “issue price” of the Bonds.

6.07. The Preliminary Official Statement dated as of November 7, 2022 (the “Preliminary Official Statement”), prepared by the District and PFM Financial Advisors LLC and distributed by PFM Financial Advisors LLC, on behalf of the District, is hereby ratified and approved. District officials and staff and PFM Financial Advisors LLC are hereby authorized, on behalf of the District, to prepare and distribute, with the approval of the Senior Financial Officer of the District, or any authorized designee, any supplements to the Preliminary Official Statement necessary in connection with the offering and sale of the Bonds. District officials and staff and PFM Financial Advisors LLC and the District are hereby further authorized to prepare and distribute to the Purchaser, within seven business days from the date hereof, a final supplement to the Preliminary Official Statement or a final Official Statement listing the offering price, the interest rates, selling compensation, delivery date, the underwriters and such other information relating to the Bonds required to be included in the final Official Statement by Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the “Final Official Statement”). The officers of the District are authorized in connection with the delivery of the Bonds to sign such certificates as may be necessary with respect to the completeness and accuracy of the Preliminary Official Statement and the Final Official Statement, which Final Official Statement is also hereby approved, with such changes and additions as the Senior Financial Officer of the District, or his designees, may authorize.

Section 7. State Payment; District and Bond Registrar Obligations

The District hereby covenants and obligates itself to notify the Commissioner of Education of the State of Minnesota as soon as possible, but not less than 15 working days before the date that principal or interest payment is due, of any potential default in the payment of the principal or interest on the Bonds and to use the provisions of Minnesota Statutes, Section 126C.55 (the “State Payment Law”), to guarantee (to the extent provided therein) payment of the principal of and interest on the Bonds when due. The District further covenants to deposit with the Registrar not less than three business days prior to each interest and principal payment date for the Bonds an amount sufficient to make that payment or to notify the Commissioner of Education as provided in the State Payment Law that it will be unable to make all or a portion of such payment. The Registrar shall be required to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal of and interest on the Bonds at maturity or, if on the date two business days prior to maturity, there are insufficient funds on deposit with the Registrar

to pay the Bonds in full at maturity. The Registrar shall be required to cooperate with the District, the Commissioner of Education and the Commissioner of Management and Budget in implementing the provisions of the State Payment Law. In the event that amounts sufficient to make any such interest or principal payment are held by an escrow or paying agent and invested as authorized by Minnesota Statutes, Chapter 475 and such escrow or paying agent is required to use proceeds from such investment to pay to the Registrar the amount necessary to pay such interest or principal on such payment date, then the requirements of the State Payment Law relating to the deposit of such amounts with the Registrar prior to the payment date of such interest or principal shall be deemed satisfied and neither the District nor the Registrar shall be required to notify the Commissioner of Education that insufficient funds are available to pay such interest or principal on such payment date. The District shall do all other things which may be necessary to perform the obligations hereby undertaken under the State Payment Law, including any requirements hereafter adopted by the Commissioner of Education or the Commissioner of Management and Budget. The Chair, the School District Clerk, the Senior Financial Officer, or any authorized designee thereof, is hereby authorized to execute any applicable forms of the State of Minnesota.

Section 8. Continuing Disclosure

8.01. Definitions. The following capitalized terms shall have the following meanings for purposes of this section.

“*Annual Report*” means any annual report provided by the District pursuant to, and as described in, Section 8.03.

“*Beneficial Owner*” means any person which (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (ii) is treated as the owner of any Bonds for federal income tax purposes.

“*EMMA*” means the MSRB’s Electronic Municipal Market Access system available at <http://emma.msrb.org>.

“*Financial Obligation*” means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) guarantee of either (i) or (ii). The term “Financial Obligation” does not include municipal securities as to which a final official statement has been provided to the MSRB pursuant to the Rule.

“*Holders*” means the registered holders of the Bonds, as recorded in the registration books of the Registrar.

“*Listed Events*” means the events listed in Section 8.04.

“*MSRB*” means the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

“*Participating Underwriter*” means any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“*Rule*” means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

8.02. Purpose and Beneficiaries. The District makes the following covenants for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with the Rule.

8.03. Provision of Annual Reports.

- (i) Not later than 12 months after the end of each fiscal year of the District (the “Submission Deadline”) (the first report being due not later than 12 months after June 30, 2022), the District shall, either directly or indirectly through an agent designated by the District, file on EMMA an electronic copy of its Annual Report in a format and accompanied by such identifying information as prescribed by the MSRB. If the District’s fiscal year changes, it shall, either directly or indirectly through an agent designated by the District, give notice of such change in the same manner as for a Listed Event under Section 8.04, and the Submission Deadline beginning with the subsequent fiscal year will become one year following the end of the new fiscal year. If the District is unable to provide an Annual Report by the Submission Deadline, in a timely manner thereafter, the District shall, either directly or indirectly through an agent designated by the District, file a notice on EMMA stating that there has been a failure to provide an Annual Report on or before the Submission Deadline.
- (ii) The Annual Report must contain or include by reference the following:
 - (1) The audited financial statements of the District for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Minnesota state law, as in effect from time to time, or, if and to the extent such audited financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the District’s audited financial statements are not available by the Submission Deadline, the Annual Report shall contain unaudited financial information (which may include any annual filing information required by Minnesota state law) accompanied by a notice that the audited financial statements are not yet available, and the audited financial statements shall be filed on EMMA promptly after they become available.
 - (2) To the extent not included in the financial statements provided as part of the Annual Report, tables, schedules or other information of the type contained

in the Official Statement for the Bonds under the following headings or captions, which information may be unaudited:

- (A) Financial Summary
- (B) Indebtedness
- (C) Property Valuations and Taxes
- (D) Financial Information

- (iii) The Annual Report may be submitted as a single document or as separate documents comprising a package. The contents of the Annual Report may be included in the Annual Report by specific reference to other documents, including official statements of debt issues of the District or related public entities, which are available on EMMA or are filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available on EMMA. The Annual Report shall clearly identify each such other document so included by reference. The audited financial statements of the District may be submitted separately from the balance of the Annual Report and later than the Submission Deadline if they are not available by that date.

8.04 Reporting of Significant Events.

- (i) The District shall, either directly or indirectly through an agent designated by the District, give notice of the occurrence of any of the following events with respect to the Bonds, all pursuant to the provisions of this section:
 - (1) Principal and interest payment delinquencies.
 - (2) Non-payment related defaults, if material.
 - (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
 - (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
 - (5) Substitution of credit or liquidity providers, or their failure to perform.
 - (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
 - (7) Modifications to rights of security holders, if material.
 - (8) Bond calls, if material, and tender offers.
 - (9) Defeasances.

- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the obligated person.

For the purposes of the event identified in this subparagraph (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

- (13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
 - (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
 - (15) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material.
 - (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.
- (ii) If a Listed Event described in subparagraph (2), (7), (8) (but only with respect to bond calls under (8)), (10), (13), (14) or (15) has occurred *and the District has determined that such Listed Event is material under applicable federal securities laws*, the District shall, either directly or indirectly through an agent designated by the District, in a timely manner but not later than 10 business days after the occurrence of such Listed Event, promptly file a notice of such occurrence on

EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB.

- (iii) If a Listed Event described in subparagraph (1), (3), (4), (5), (6), (8) (but only with respect to tender offers under (8)), (9), (11), (12) or (16) above has occurred the District shall, either directly or indirectly through an agent designated by the District, in a timely manner but not later than 10 business days after the occurrence of such Listed Event, promptly file a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB. Notwithstanding the foregoing, notice of Listed Events described in subparagraphs (8) and (9) need not be given under this section any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds.

8.05. Termination of Reporting Obligation. The District's obligations under this section will terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds or upon the District's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the District to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

8.06. Dissemination Agent. The District may, from time to time, appoint or engage a dissemination agent to assist it in carrying out its obligations under this section, and may discharge any such dissemination agent, with or without appointing a successor dissemination agent. The dissemination agent will not be responsible in any manner for the content of any notice or Annual Report prepared by the District pursuant to this section.

8.07. Amendment; Waiver. Notwithstanding any other provision of this section, the District may amend the covenants contained in this section, and any provision of this section may be waived, if

- (i) (1) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted; (2) the undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (3) the amendment or waiver either (A) is approved by a majority of the Holders, or (B) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners; or
- (ii) the amendment or waiver is necessary to comply with modifications to or interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission.

In the event of any amendment or waiver of a provision of this section, the District shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the District. In addition, if the amendment relates to the accounting principles to be followed in preparing audited financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 8.04, and (ii) the Annual Report for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the audited financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

8.08. Additional Information. Nothing in this section will be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this section or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this section. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this section, the District shall have no obligation under this section to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

8.09. Default. In the event of a failure of the District to comply with any provision of this section, any Holder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this section. Direct, indirect, consequential and punitive damages will not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this section will not be deemed an event of default under this resolution, and the sole remedy under this section in the event of any failure of the District to comply with this section will be an action to compel performance.

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EXHIBIT A

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF HENNEPIN

SPECIAL SCHOOL DISTRICT NO. 1 (MINNEAPOLIS)
GENERAL OBLIGATION LONG-TERM FACILITIES MAINTENANCE BOND, SERIES 2022B

R- _____ \$ _____

<u>Interest Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	February 1, 20__	December 6, 2022	603790 ____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: THOUSAND DOLLARS

Special School District No. 1 (Minneapolis), Minnesota (the “District”), a duly organized school district with boundaries coterminous with the City of Minneapolis, whose post office address is Minneapolis, Minnesota, acknowledges itself to be indebted, and for value received hereby, promises to pay to the registered owner specified above, or registered assigns, upon presentation and surrender at the principal corporate trust office of the Bond Registrar hereinafter identified, the principal amount specified above, on the maturity date specified above, with interest thereon from the date of original issue hereof or from the most recent interest payment date to which interest has been paid or duly provided for, at the annual rate specified above, all subject to the provisions hereinafter stated with respect to the redemption of the principal of this Bond before maturity. Interest is payable on February 1 and August 1 of each year, commencing on August 1, 2023, by check or draft mailed by the Bond Registrar to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. Both principal and interest are payable in any coin or currency of the United States of America, which on the respective dates of payment is legal tender for payment of public and private debts. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith, credit, and taxing power of the District have been and are hereby irrevocably pledged. U.S. Bank Trust Company, National Association in St. Paul, Minnesota has been designated by the Resolution described herein as Bond Registrar, Transfer Agent and Paying Agent (the “Bond Registrar”), and a successor Bond Registrar, if any, may be designated in accordance with said Resolution.

This Bond is one of an issue in the aggregate principal amount of \$27,600,000 (the “Bonds”), all of like tenor except as to serial number, maturity date, interest rate and redemption privilege and all issued by the District for the acquisition and betterment of school facilities, and is issued pursuant to authority conferred by the required vote of the members of the Board of Education of the District and pursuant to and in full conformity with the Constitution and laws of the State of Minnesota thereunto enabling, including Minnesota Statutes, Chapter 475 and Section 123B.595, and pursuant to and in full conformity with resolutions of the Board of Education of the District, including a resolution adopted November 15, 2022 (the “Resolution”). This Bond is payable primarily from the Debt Service Fund (the “Debt Service Fund”) of the District, but the Board is required by law to pay maturing principal hereof and interest thereon out of any funds in the treasury if moneys on hand in the Debt Service Fund are insufficient therefor. The Bonds

of this issue are issuable only as fully registered bonds, in denominations of \$5,000 or any integral multiple thereof, of single maturities.

Bonds having stated maturity dates in the years 2033 and thereafter are each subject to redemption and prepayment in inverse order of maturities and by lot, assigned in proportion to their principal amount, within a maturity, at the option of the District, on any date on or after February 1, 2032, at a price equal to the principal amount thereof to be redeemed plus interest accrued to the date of redemption.

At least thirty days prior to the date set for the redemption and prepayment of any Bond, notice of the call for redemption will be published in a daily or weekly periodical, published in a Minnesota city of the first class or its metropolitan area, which circulates throughout the state and furnishes financial news as a part of its service (provided that published notice of the call need not be given if the Bonds are in registered form and notice has been mailed to the registered holder of the Bonds), and will be mailed or furnished to the Bond Registrar and mailed to the registered owner of each Bond to be redeemed at the address appearing in the Bond Register, but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the registered owner without charge, representing the remaining principal amount outstanding.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the District at the principal corporate trust office of the Bond Registrar, by the registered owner hereof in person or by his/her/its attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or his/her/its attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange, the District will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The District and the Bond Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner thereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the District nor the Bond Registrar shall be affected by any notice to the contrary.

It is hereby certified, recited, covenanted and agreed that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to happen, to exist and to be performed precedent to and in the issuance of this Bond in order to make it a valid and binding general obligation of the District according to its terms have been done, have happened, do exist, and have been performed in regular and due form, time and manner as so required; that, prior to the issuance hereof, a direct, annual, ad valorem tax has been duly levied upon all taxable property in the District for the years and in amounts not less than five percent (5%) in excess of sums sufficient to pay the interest hereon and the principal hereof as the same respectively become due; that additional taxes, if needed to meet the principal and interest requirements of the Bonds, shall be levied upon all of such property without limitation as to rate or amount; and that the issuance of the Bonds does not cause the indebtedness of the District to exceed any constitutional or statutory limitation of indebtedness.

This Bond shall not be valid or obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Bond Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, Special School District No. 1 (Minneapolis), Minnesota, by its Board of Education has caused this Bond to be executed by the facsimile signatures of the Chair of the Board of Education and the School District Clerk and has caused this Bond to be dated as of the date of original issue set forth above.

SPECIAL SCHOOL DISTRICT NO. 1 (MINNEAPOLIS),
MINNESOTA

(Facsimile Signature)
Chair of the Board of Education

(Facsimile Signature)
School District Clerk

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

Date of Authentication: _____

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Bond Registrar

By _____
Authorized Signature

The following abbreviations, when used in the inscription of the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM --as tenants in common	UTMA as Custodian for
	(Cust) (Minor)
TEN ENT --as tenants by the entireties	under Uniform Transfers to Minors Act

	(State)
JT TEN --as joint tenants with right of survivorship and not as tenants in common	

Additional abbreviations may also be used, though not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE:

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatsoever.

SIGNATURE GUARANTEE:

Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in STAMP or such other "signature guaranty program" as may be determined by the Registrar in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

SCHEDULE

Minneapolis Special School District No. 1, Minnesota
 \$27,600,000 General Obligation Long-Term Facilities Maintenance Bonds, Series 2022B
 Tax Levy Schedule

Dated Date: 12/6/2022

<u>Levy Year</u>	<u>Collection Year</u>	<u>Period Ending</u>	<u>Principal</u>	<u>Coupon</u>	<u>Interest</u>	<u>Debt Service</u>	<u>105% of DS</u>
		8/1/2023	-		900,833.33		
2022	2023	2/1/2024	1,255,000.00	5.00%	690,000.00	2,845,833.33	2,988,125.00
		8/1/2024	-		658,625.00		
2023	2024	2/1/2025	1,420,000.00	5.00%	658,625.00	2,737,250.00	2,874,112.50
		8/1/2025	-		623,125.00		
2024	2025	2/1/2026	1,490,000.00	5.00%	623,125.00	2,736,250.00	2,873,062.50
		8/1/2026	-		585,875.00		
2025	2026	2/1/2027	1,565,000.00	5.00%	585,875.00	2,736,750.00	2,873,587.50
		8/1/2027	-		546,750.00		
2026	2027	2/1/2028	1,645,000.00	5.00%	546,750.00	2,738,500.00	2,875,425.00
		8/1/2028	-		505,625.00		
2027	2028	2/1/2029	1,725,000.00	5.00%	505,625.00	2,736,250.00	2,873,062.50
		8/1/2029	-		462,500.00		
2028	2029	2/1/2030	1,815,000.00	5.00%	462,500.00	2,740,000.00	2,877,000.00
		8/1/2030	-		417,125.00		
2029	2030	2/1/2031	1,905,000.00	5.00%	417,125.00	2,739,250.00	2,876,212.50
		8/1/2031	-		369,500.00		
2030	2031	2/1/2032	1,995,000.00	5.00%	369,500.00	2,734,000.00	2,870,700.00
		8/1/2032	-		319,625.00		
2031	2032	2/1/2033	2,100,000.00	5.00%	319,625.00	2,739,250.00	2,876,212.50
		8/1/2033	-		267,125.00		
2032	2033	2/1/2034	850,000.00	5.00%	267,125.00	1,384,250.00	1,453,462.50
		8/1/2034	-		245,875.00		
2033	2034	2/1/2035	890,000.00	5.00%	245,875.00	1,381,750.00	1,450,837.50
		8/1/2035	-		223,625.00		
2034	2035	2/1/2036	935,000.00	5.00%	223,625.00	1,382,250.00	1,451,362.50
		8/1/2036	-		200,250.00		
2035	2036	2/1/2037	985,000.00	5.00%	200,250.00	1,385,500.00	1,454,775.00
		8/1/2037	-		175,625.00		
2036	2037	2/1/2038	1,030,000.00	5.00%	175,625.00	1,381,250.00	1,450,312.50
		8/1/2038	-		149,875.00		
2037	2038	2/1/2039	1,085,000.00	5.00%	149,875.00	1,384,750.00	1,453,987.50
		8/1/2039	-		122,750.00		
2038	2039	2/1/2040	1,140,000.00	5.00%	122,750.00	1,385,500.00	1,454,775.00
		8/1/2040	-		94,250.00		
2039	2040	2/1/2041	1,195,000.00	5.00%	94,250.00	1,383,500.00	1,452,675.00
		8/1/2041	-		64,375.00		
2040	2041	2/1/2042	1,255,000.00	5.00%	64,375.00	1,383,750.00	1,452,937.50
		8/1/2042	-		33,000.00		
2041	2042	2/1/2043	1,320,000.00	5.00%	33,000.00	1,386,000.00	1,455,300.00
		Total	27,600,000.00		13,721,833.33	41,321,833.33	43,387,925.00

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 a simple majority vote of a quorum of* the Board of Education of the District at a lawful meeting duly called and held on November 15, 2022, at which meeting a quorum was present and acting throughout. Such resolution remains in full force and effect in the form in which adopted.

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

School District Clerk

RESOLUTION RELATING TO THE REFINANCING OF SCHOOL PROPERTY; AUTHORIZING THE LEASE-PURCHASE OF SUCH PROPERTY AND THE SALE OF \$65,545,000 REFUNDING CERTIFICATES OF PARTICIPATION, SERIES 2022C; AND APPROVING AND AUTHORIZING THE EXECUTION OF DOCUMENTATION RELATING THERETO

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. The District is authorized by Minnesota Statutes, Section 126C.40, subdivision 6, to acquire and refinance real or personal property by lease-purchase agreement. It is hereby found, determined and declared to be necessary and desirable and in the best interest of the District to execute and deliver a lease-purchase agreement and related documents for the purpose of prepaying the Lease-Purchase Agreement dated as of December 1, 2014, between the District and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as trustee (the "Prior Lease"), and defeasing and/or refunding the outstanding Full Term Certificates of Participation, Series 2014D (the "Refunded Certificates"). The total debt service savings to the District from such refunding is approximately \$3,808,952.80 on a present value basis. The Commissioner of the Minnesota Department of Education (the "Commissioner") authorized the Prior Lease and the Lease and the making of an additional capital expenditure levy in connection with the Prior Lease which will continue for the Lease. The Board hereby authorizes the prepayment of the Prior Lease and the defeasance and/or refunding of the Refunded Certificates by execution of the Lease (as defined herein), and hereby further authorizes the creation of Refunding Certificates of Participation, Series 2022C, in the Lease (the "Certificates"). All actions heretofore taken by the District with respect to such prepayment and refinancing and the transactions described herein and contemplated by the documents approved herein, are hereby ratified and approved in all respects.

Section 2. Sale. PFM Financial Advisors LLC, municipal advisor to the District, has solicited bids from potential purchasers of the Certificates. The bids have been tabulated and upon consideration by the Board, the most favorable of such bids is ascertained to be that of Wells Fargo Bank, National Association in Charlotte, North Carolina (the "Purchaser"), who offered to purchase the Certificates in an aggregate principal amount of \$65,545,000, at a price of \$70,615,090.80 (\$65,545,000 in par amount of Certificates plus original issue premium of \$5,098,930.60, less Purchaser compensation of \$28,839.80), maturing on the dates, in the amounts and at the interest rates per annum specified in such bid, resulting in a true interest costs of 3.068637% per annum, and such bid is hereby accepted and the sale of the Certificates is awarded to the Purchaser. The Chair and any authorized designee thereof is hereby authorized to execute an agreement for the sale of the Certificates to the Purchaser. The good faith deposits of all unsuccessful bidders shall be returned forthwith.

Section 3. Financing Documents. The following documents have been prepared and are on file in the office of the Senior Financial Officer of the District:

- (a) Lease-Purchase Agreement (the “Lease”) between the District, as lessee, and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”), as lessor;
- (b) Trust Agreement (the “Trust Agreement”) between the District and the Trustee, together with a form of the Certificates; and
- (c) Escrow Agreement between the District and U.S. Bank Trust Company, National Association, as escrow agent.

The forms of such documents are hereby approved, with such variations, insertions and additions as are deemed appropriate by the parties and approved by counsel to the District, Dorsey & Whitney LLP.

Section 4. Execution. Upon completion of the Lease and the Trust Agreement and the execution thereof by the other parties thereto, the Chair and School District Clerk, or other designated signatories acting on their behalf, are hereby authorized to execute and deliver the Lease and the Trust Agreement on behalf of the District. The Chair and School District Clerk (or their designated signatories acting on their behalf, or in the case of the IRS Form 8038-G, the Senior Financial Officer individually (or another designated signatory individually)) shall and are hereby further authorized to execute, on behalf of the District, such other contracts, certifications, documents or instruments as counsel to the District or the Trustee shall require, and all certifications, recitals, warranties and representations therein and in the Lease and the Trust Agreement shall constitute the certifications, recitals, warranties and representations of the District. Execution of any contract, certification, document or instrument by one or more appropriate officers of the District will constitute and be deemed conclusive evidence of the approval and authorization by the District and the Board of the instrument or document so executed.

Section 5. Payment Of Rental Payments; No General Obligation; Capital Expenditure Levy. The District shall pay to the Trustee promptly when due, all of the Rental Payments (as defined in the Lease) and other amounts required by the Lease. The Lease and the obligations of the District thereunder will be special, limited obligations of the District payable solely from the proceeds of the additional capital expenditures levy hereby authorized and made pursuant to Minnesota Statutes, Section 126C.40, and approved by the Commissioner. Subject to existing law, the District will continue to cause such levy to be spread against all taxable property within the corporate limits of the District for the years and in the amounts sufficient to pay the obligations of the District under the Lease, and the District will utilize the taxes generated by such levy solely to pay such obligations during the term of the Lease, and shall remit such funds to the Trustee pursuant to the terms of the Trust Agreement. The full faith and credit and ability of the District to levy ad valorem taxes without limitation as to rate or amount are not pledged to the payment of the Lease or any obligation of the District thereunder.

Section 6. State Credit Enhancement Program. The District hereby covenants and obligates itself to notify the Commissioner as soon as possible, but not less than 15 working days before the date that principal or interest payment is due, of any potential default in the payment of the principal or interest on the Certificates and to use the provisions of Minnesota Statutes, Section 126C.55 (the “State Payment Law”), to guarantee (to the extent provided therein) payment

of the principal of and interest on the Certificates when due. The District further covenants to deposit with the Trustee not less than three business days prior to each interest and principal payment date for the Certificates an amount sufficient to make that payment or to notify the Commissioner as provided in the State Payment Law that it will be unable to make all or a portion of such payment. The Trustee shall be required to notify the Commissioner if it becomes aware of a potential default in the payment of principal of and interest on the Certificates at maturity or, if on the date two business days prior to maturity, there are insufficient funds on deposit with the Trustee to pay the Certificates in full at maturity. The Trustee shall be required to cooperate with the District, the Commissioner and the Commissioner of Management and Budget in implementing the provisions of the State Payment Law. In the event that amounts sufficient to make any such interest or principal payment are held by an escrow or paying agent and invested as authorized by Minnesota Statutes, Chapter 475 and such escrow or paying agent is required to use proceeds from such investment to pay to the Trustee the amount necessary to pay such interest or principal on such payment date, then the requirements of the State Payment Law relating to the deposit of such amounts with the Trustee prior to the payment date of such interest or principal shall be deemed satisfied and neither the District nor the Trustee shall be required to notify the Commissioner that insufficient funds are available to pay such interest or principal on such payment date. The District shall do all other things which may be necessary to perform the obligations hereby undertaken under the State Payment Law, including any requirements hereafter adopted by the Commissioner or the Commissioner of Management and Budget. The Chair, the School District Clerk, the Senior Financial Officer, or any authorized designee thereof, is hereby authorized to execute any applicable forms of the State of Minnesota.

Section 7. Issuance of the Certificates. Upon all acts, conditions and things which are required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed precedent to and in the valid issuance of the Lease and the Certificates, the District shall proceed forthwith to cause the Trustee to issue the Certificates in the form and upon the terms set forth in the Trust Agreement. The Chair and School District Clerk, or their respective authorized designees, are hereby authorized to approve the final terms of the Certificates, which approval shall be conclusively evidenced by the execution of the Trust Agreement by said officers. The Certificates shall be prepared, executed and delivered as prescribed in the Trust Agreement and the officers of the District shall deliver to the Trustee a certified copy of this resolution and other documents required by the Trust Agreement, for delivery to or for the account of the Purchaser or the registered owners of the Certificates. The Trustee is hereby appointed authenticating agent with respect to the Certificates, and as paying agent for the Certificates pursuant to the Trust Agreement.

Section 8. Official Statement. The Preliminary Official Statement dated as of November 7, 2022 (the "Preliminary Official Statement"), prepared by the District and PFM Financial Advisors LLC and distributed by PFM Financial Advisors LLC, on behalf of the District, is hereby ratified and approved. District officials and staff and PFM Financial Advisors LLC are hereby authorized, on behalf of the District, to prepare and distribute, with the approval of the Senior Financial Officer of the District, or any authorized designee, any supplements to the Preliminary Official Statement necessary in connection with the offering and sale of the Certificates. District officials and staff and PFM Financial Advisors LLC and the District are hereby further authorized to prepare and distribute to the Purchaser, within seven business days from the date hereof, a final supplement to the Preliminary Official Statement or a final Official Statement listing the offering

price, the interest rates, selling compensation, delivery date, the underwriters and such other information relating to the Certificates required to be included in the final Official Statement by Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the “Final Official Statement”). The officers of the District are authorized in connection with the delivery of the Certificates to sign such certificates as may be necessary with respect to the completeness and accuracy of the Preliminary Official Statement and the Final Official Statement, which Final Official Statement is also hereby approved, with such changes and additions as the Senior Financial Officer of the District, or his designees, may authorize.

Section 9. Tax Matters.

(a) Covenant. The District covenants and agrees with the owners from time to time of the Certificates, that it will not take, or permit to be taken by any of its officers, employees or agents, any action which would cause the interest component of the Rental Payments payable under the Lease and received by the registered owners of the Certificates to become subject to taxation under the Internal Revenue Code of 1986, as amended (the “Code”) and any regulations issued thereunder (the “Treasury Regulations”), in effect at the time of such action, and that it will take, or it will cause its officers, employees or agents to take, all affirmative actions within their powers which may be necessary to ensure that the interest component of the Rental Payments payable under the Lease and received by the registered owners of the Certificates will not become subject to taxation under the Code and the Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Certificates. So long as the Certificates are outstanding, the District will not enter into any lease, use agreement or other contract or agreement respecting the Project (as defined in the Lease) which would cause the Lease and Certificates to be considered a “private activity bond” or “private loan bond” pursuant to the provisions of Section 141 of the Code.

(b) Tax Certificate. The Chair and School District Clerk, or their respective authorized designees, being the officers of the District charged with the responsibility for issuing the Lease and Certificates pursuant to this resolution, are authorized and hereby directed to execute and deliver a certificate (the “Tax Certificate”) in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Treasury Regulations, stating, among other things, the facts, estimates and circumstances in existence on the date of issue and delivery of the Lease and Certificates which make it reasonable to expect that the proceeds of the Lease and Certificates will not be used in a manner that would cause the Lease and Certificates to be an arbitrage bond within the meaning of the Code and Treasury Regulations.

(c) Arbitrage Rebate. The District acknowledges that the Lease and Certificates are subject to the arbitrage rebate requirements of Section 148(f) of the Code. The District covenants and agrees to make computations, retain records and pay amounts to the United States at the times and in the manner required by said Section 148(f)(4)(D) of the Code. The District reserves the right to avail itself of any of the spending exceptions to arbitrage rebate set forth in Section 148(f) of the Code and related Treasury Regulations.

Section 10. Continuing Disclosure.

(a) Definitions. The following capitalized terms shall have the following meanings for purposes of this section.

“*Annual Report*” means any annual report provided by the District pursuant to, and as described in, subsection (c) of this section.

“*Beneficial Owner*” means any person which (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Certificates (including persons holding Certificates through nominees, depositories or other intermediaries), or (ii) is treated as the owner of any Certificates for federal income tax purposes.

“*EMMA*” means the MSRB’s Electronic Municipal Market Access system available at <http://emma.msrb.org>.

“*Holder*” means the registered holders of the Certificates, as recorded in the registration books of the Registrar (as defined in the Trust Agreement).

“*Listed Events*” means the events listed in subsection (d) of this section.

“*MSRB*” means the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

“*Participating Underwriter*” means any of the original underwriters of the Certificates required to comply with the Rule in connection with offering of the Certificates.

“*Rule*” means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

(b) Purpose and Beneficiaries. The District makes the following covenants for the benefit of the Holders and Beneficial Owners of the Certificates and in order to assist the Participating Underwriters in complying with the Rule.

(c) Provision of Annual Reports.

(i) Not later than 12 months after the end of each fiscal year of the District (the “Submission Deadline”) (the first report being due not later than 12 months after June 30, 2022), the District shall, either directly or indirectly through an agent designated by the District, file on EMMA an electronic copy of its Annual Report in a format and accompanied by such identifying information as prescribed by the MSRB. If the District’s fiscal year changes, it shall, either directly or indirectly through an agent designated by the District, give notice of such change in the same manner as for a Listed Event under subsection (d), and the Submission Deadline beginning with the subsequent fiscal year will become one year following the end of the new fiscal year. If the District is unable to provide an Annual Report by the Submission Deadline, in a timely manner thereafter, the District shall, either directly or indirectly through an agent designated by the District, file a notice on

EMMA stating that there has been a failure to provide an Annual Report on or before the Submission Deadline.

- (ii) The Annual Report must contain or include by reference the following:
 - (1) The audited financial statements of the District for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Minnesota state law, as in effect from time to time, or, if and to the extent such audited financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the District's audited financial statements are not available by the Submission Deadline, the Annual Report shall contain unaudited financial information (which may include any annual filing information required by Minnesota state law) accompanied by a notice that the audited financial statements are not yet available, and the audited financial statements shall be filed on EMMA within 10 days of when they become available.
 - (2) To the extent not included in the financial statements provided as part of the Annual Report, tables, schedules or other information of the type contained in the Official Statement for the Certificates under the following headings or captions, which information may be unaudited:
 - (A) Financial Summary
 - (B) Indebtedness
 - (C) Property Valuations and Taxes
 - (D) Financial Information
- (iii) The Annual Report may be submitted as a single document or as separate documents comprising a package. The contents of the Annual Report may be included in the Annual Report by specific reference to other documents, including official statements of debt issues of the District or related public entities, which are available on EMMA or are filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available on EMMA. The Annual Report shall clearly identify each such other document so included by reference. The audited financial statements of the District may be submitted separately from the balance of the Annual Report and later than the Submission Deadline if they are not available by that date.
- (d) Reporting of Significant Events.

- (i) The District shall, either directly or indirectly through an agent designated by the District, give notice of the occurrence of any of the following events with respect to the Certificates, all pursuant to the provisions of this subsection (d):
- (1) Principal and interest payment delinquencies.
 - (2) Non-payment related defaults, if material.
 - (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
 - (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
 - (5) Substitution of credit or liquidity providers, or their failure to perform.
 - (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
 - (7) Modifications to rights of security holders, if material.
 - (8) Bond calls, if material, and tender offers.
 - (9) Defeasances.
 - (10) Release, substitution, or sale of property securing repayment of the securities, if material.
 - (11) Rating changes.
 - (12) Bankruptcy, insolvency, receivership or similar event of the obligated person.

For the purposes of the event identified in this subparagraph (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

- (13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
- (15) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material.
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

For purposes of the events identified in subparagraph (15) and (16) above, the term “Financial Obligation” means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) guarantee of either (i) or (ii). The term “Financial Obligation” does not include municipal securities as to which a final official statement has been provided to the MSRB pursuant to the Rule.

- (ii) If a Listed Event described in subparagraph (2), (7), (8) (but only with respect to bond calls under (8)), (10), (13), (14) or (15) has occurred and the District has determined that such Listed Event is material under applicable federal securities laws, the District shall, either directly or indirectly through an agent designated by the District, in a timely manner but not later than 10 business days after the occurrence of such Listed Event, promptly file a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB.
- (iii) If a Listed Event described in subparagraph (1), (3), (4), (5), (6), (8) (but only with respect to tender offers under (8)), (9), (11), (12) or (16) has occurred the District shall, either directly or indirectly through an agent designated by the District, in a timely manner but not later than 10 business days after the occurrence of such Listed Event, promptly file a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB. Notwithstanding the foregoing, notice of Listed Events described in subparagraphs (8) and (9) need not be given under this subsection (d) any earlier than the notice (if any) of the underlying event is given to Holders of affected Certificates pursuant to the Trust Agreement.

(e) Termination of Reporting Obligation. The District's obligations under this section will terminate upon the legal defeasance, prior redemption or payment in full of all of the Certificates or upon the District's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the District to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

(f) Dissemination Agent. The District may, from time to time, appoint or engage a dissemination agent to assist it in carrying out its obligations under this section, and may discharge any such dissemination agent, with or without appointing a successor dissemination agent. The dissemination agent will not be responsible in any manner for the content of any notice or Annual Report prepared by the District pursuant to this section.

(g) Amendment; Waiver. Notwithstanding any other provision of this section, the District may amend the covenants contained in this section, and any provision of this section may be waived, if

- (i) (1) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Certificates, or the type of business conducted; (2) the undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Certificates, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (3) the amendment or waiver either (A) is approved by a majority of the Holders, or (B) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners; or
- (ii) the amendment or waiver is necessary to comply with modifications to or interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission.

In the event of any amendment or waiver of a provision of this section, the District shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the District. In addition, if the amendment relates to the accounting principles to be followed in preparing audited financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under subsection (d), and (ii) the Annual Report for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the audited financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

(h) Additional Information. Nothing in this section will be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this section or

any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this section. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this section, the District shall have no obligation under this section to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

(i) Default. In the event of a failure of the District to comply with any provision of this section, any Holder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this section. Direct, indirect, consequential and punitive damages will not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this section will not be deemed an event of default under the Lease, the Trust Agreement or this resolution, and the sole remedy under this section in the event of any failure of the District to comply with this section will be an action to compel performance.

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**MINNEAPOLIS PUBLIC SCHOOLS
RESOLUTION 2022-0057**

RESOLUTION AMENDING POLICY 1692

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 1692: School Site Councils” of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

AMENDMENT

Policy 1692: School Site Councils

1. PURPOSE

The Board of Directors of Minneapolis Public Schools is committed to providing support for innovation and excellence in each of its schools ~~and programs~~. The collective efforts of students, teachers, parents/caregivers, administrators, the local community and supporting central offices staff toward student success are necessary to meet the academic, cultural, and social needs of Minneapolis students. Combined efforts of all school stakeholders are necessary to meet the district’s mission, vision and strategic plan goals. Gathering the local input of school stakeholders to improve the academic achievement and culture and climate ~~emotional and social growth~~ of students attending that school is valuable and necessary to maximize all efforts toward improving and maintaining student success and growth. A representative council of school stakeholders is the means that the Board of Directors believes will provide the input to the school’s administration to affect appropriate school-based decision making, ~~and~~ support the academic achievement and growth ~~social and emotional growth~~ of all students, and improve the culture and climate for all students. The purpose of this policy is to establish the parameters in which such school site councils shall be formed and shall influence school-based decision making.

2. GENERAL STATEMENT OF POLICY

- a. Each district governed school shall establish a representative ~~s~~School ~~s~~Site ~~e~~Council for the purposes of implementing this policy.
- b. The School Site Council shall operate on the basis of a set of protocols in the regulation ~~adopted By-Laws. Bylaws~~ The set of protocols in the regulation must conform to this and other appropriate district policies.
- c. The Superintendent is authorized to provide a ~~model~~ set of ~~By-Laws~~ protocols in the regulation to guide the implementation of site councils, ~~in the development of their local by-laws. By-Laws adopted must be submitted for~~

~~review to the appropriate Associate Superintendent.~~

- d. Unless a governance matter is specifically delegated to a school site council by law, the Board of Directors or the Superintendent, governance of the school shall reside with the Superintendent or the Superintendent's designee.
- e. Schools granted additional autonomies by the Superintendent shall be governed according to the written agreement made between the Superintendent and the School Site Council.

3. SCHOOL SITE COUNCIL MEMBERSHIP AND SELECTION PROCESSES

- a. The Principal or Site Administrator shall be a member of the School Site Council.
- b. In Pre-K- Grade 8 schools site council membership ~~should~~shall include:
 - i. Parents/caregivers that reflect the racial, ethnic, and cultural, language and ability diversity of the student body.
 - ii. Licensed employees that represent the various bands of grades within a school, (e.g. primary, intermediate and middle grades), special education and English Language instruction as well as the racial, ethnic and cultural diversity of the staff.
 - iii. Unlicensed employees that represent the racial, ethnic and cultural diversity of the staff.
 - iv. At least one local community member who resides near the school or whose business is in the school neighborhood.
- c. In Pre-K – Grade 8 schools students may be included on the school site council.
- d. In High Schools the site council membership ~~should~~shall include:
 - i. Parents/caregivers that reflect the racial, ethnic, language, ability and cultural diversity of the student body.
 - ii. Licensed employees that represent the various content areas, special education, English Language instruction within the school, as well as the racial, ethnic and cultural diversity of the licensed staff.
 - iii. Unlicensed employees that represent the racial, ethnic and cultural diversity of the unlicensed staff.
 - iv. At least one local community member who resides near the school or whose business is in the school neighborhood.
 - v. Students that reflect the racial, ethnic, language, ability, and cultural diversity of the student body.
- e. In Pre-kindergarten – Grade 8 school site councils school staff shall constitute no more than ~~sixty~~fifty percent (~~65~~50%) ~~nor less than forty percent (40%) of the membership.~~ In High School sites school staff shall constitute no more than ~~sixty~~fifty percent (~~65~~50%) ~~nor less than thirty-three percent (33%)~~ and shall endeavor to create a balanced representation between parents, students and staff.
- f. The process for selection of members for each representative group shall be consistent ~~with the council's by-laws~~, and may be different for each category of council membership. Processes chosen by the school site shall be those most likely to result in the representative characteristic of the council.

4. DUTIES OF SCHOOL SITE COUNCIL

- a. Unless otherwise delegated authority by board policy, superintendent regulation or written autonomy agreement, the duty of the site council is to include parents/caregivers and students when advising the school site administrator or principal on school-based decisions in the areas listed below:
 - ~~i. Advise the school site administrator or principal on school-based decisions:~~
 - ii. Review the level of sStudent academic growth and and culture and climate achievement at the site based on disaggregated data for established subgroups in the school for the purposes of advising school staff on the contents of the School Improvement Plan (SIP).
 - iii. ~~Recommend u~~Use of compensatory education revenue, as that term is defined in applicable Minnesota Law, allocated to the school in the preparation of the annual budget.
 - iv. ~~Advise the school site administrator or principal on the u~~Use of the school budget allocation to support the goals established in the SIP.
 - v. ~~Monitor the u~~Use of the school budget so that resources are targeted to those uses and activities which will result in improved student achievement as provided for in the SIP.
 - vi. ~~Advise the school site administrator or principal on i~~Issues surrounding school operations and local school rules.
 - vii. ~~Communicate regularly with the school community about school based decisions, and decisions affecting the school.~~
- b. At least once per academic year, the School Site Council shall host a meeting for all school stakeholders for the purpose of receiving advice and comment regarding the level of student achievement and culture and climate at the site and inform how to improve it, the site operations for students and parents/caregivers and other issues regarding the school important to them.
- c. The School Site Council does not have the authority to make decisions that are not specifically delegated to it, nor may it make decisions that are contrary to the goals and the policies of the Board of Directors or the Superintendent's regulations or priorities.
- d. Consistent with Minnesota law, the Board of Directors, not the School Site Council, remains responsible for legally entering into contracts and for the expenditure of all revenue received by the District or any of its schools ~~or programs~~ consistent with District procedures.

5. DUTIES OF SCHOOL SITE COUNCIL MEMBERS

- a. Each member of the school site council is representative of a category of school stakeholders, and is accountable to that category of school stakeholder to represent the concerns of that category as a whole.
- b. Each member of the school site council shall regularly communicate with the category of the school stakeholders that the member represents to gain advice, input and to gather concerns that need to be considered by the council.
- c. Each member of the school site council shall regularly communicate with the

category of the school stakeholders that the member represents about school site council decisions and school-based decision making.

- d. Each member of the school site council ~~should~~shall commit to acting in the best interests of all students enrolled in the school.

6. RESPONSIBILITIES

- a. The Superintendent is authorized to promulgate regulations to implement this policy.
- b. The principal or, where no principal is assigned, the site administrator of each school site is responsible for assuring that all school-based decisions are consistent with Board of Directors policies and the priorities of the Superintendent.
- c. The Superintendent shall initiate a method of accountability for the implementation of this policy.
- d. The Superintendent shall provide the Board with written reports regarding the implementation of this policy which shall include the demographics of district site council membership.

Original Adoption:

02/25/1992

Revision Dates:

06/04/2002, 3/10/2015

Legal References:

- Minn. Stat. §123B.04 (Site Decision Making; Individualized Learning Agreement; Other Agreements)
- Minn. Stat. §126C.15 (Basic Skills Revenue; Compensatory Education Revenue)

MPS Policy Cross References:

- Policy 4200 (Personnel Data)
- Policy 5690 (Student Data)
- Policy 1150 (Media Relations)
- Policy 1310 (Parent-Teacher Association...and Other School-Community Organizations)
- Policy 1450 (Volunteers)
- Policies 3000-3004 (Code of Ethics)
- Policy 2100 (Superintendent: Roles and Responsibilities)
- Policy 3005 (Budget)
- Policy 5460 (Dress)
- Policy 6000 (Mission of the Educational Program)
- Policy 6110 (Academic Goals)
- Policy 7960 (Naming Schools and District Property)

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

	AYE	NAY	ABSENT	ABSTAIN
Ali	_____	_____	_____	_____
Arneson	_____	_____	_____	_____
Booker	_____	_____	_____	_____
Caprini	_____	_____	_____	_____
Cerrillo	_____	_____	_____	_____
El-Amin	_____	_____	_____	_____
Ellison	_____	_____	_____	_____
Inz	_____	_____	_____	_____
Jourdain	_____	_____	_____	_____

Presiding Officer

Attest

Kim Ellison, Chair, Minneapolis
Public Schools

Nelson Inz, Clerk, Minneapolis Public
Schools

**Special School District Number 1
Board of Education Resolution**



Resolution No. 2022-0058
November 15, 2022

Resolution dedicating the Pratt School playground as the Jackson Family Playground

WHEREAS, the Pratt School community has been discussing the naming and dedication of the playground with stakeholders since the winter of 2019; and

WHEREAS, all applicable steps and requirements in MPS Policy 7960 and its regulations have been fulfilled to dedicate the playground as recommended; and

WHEREAS, the Superintendent of Schools has reviewed the proposal and forwarded the recommendation to the School Board.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby dedicates the Pratt School playground as the Jackson Family Playground.

ADOPTED this 15th day of November 2022.

Kim Ellison, Chair

Nelson Inz, Clerk

RECORD OF BOARD VOTE (2022-0058)				
DIRECTOR	AYE	NAY	ABSTAIN	ABSENT
Arneson				
El-Amin				
Ali				
Cerrillo				
Inz				
Jourdain				
Booker				
Caprini				
Ellison				

MPS Dedication of Room or Area Request Form

Contact Information

School requesting Name Dedication or Change:

Pratt Elementary (for playground dedication)

School Principal or Administrator Name:

Nancy Vague

School Address:

66 Malcolm Ave. SE. Minneapolis, MN 55414

Documentation of Rationale and Evidence of Support for Change

Describe how appropriate input was provided from the parents, students, staff, and community (including alumni, neighborhood groups, and local governments) of the school.

We have been discussing this project with stakeholders since winter of 2019. Input has been gathered at in-person family meetings, PTO meetings, and neighborhood work groups. Meeting notes are available as needed. (See appendix for additional resources)

Describe how appropriate input was provided by District Facilities department.

Group met with district staff on February 24, 2021 and June 30, 2021 to discuss project.

Describe plans for funding any expenses related to change, including signage, materials, uniforms, and other branded items.

A separate group is working on fundraising. Meeting notes are available upon request.

Date of site council meeting when at least two-thirds of members passed a name change recommendation.

10/11/2022

Legal and Process Assurances for Proposed New Name Options

The following have been affirmed by the administrator:

- **Do not possess a potential for controversy, such as names of political parties, or campaigns.**
- **Do not include a name of a living person.**
- **Are appropriate to the purpose of the program or facility.**
- **Do not include numbers.**
- **Do not include slogans.**
- **Unless specifically authorized, do not indicate a specialized focus or whether the program has a magnet school status.**
- **Have been vetted by the General Counsel for legal concerns.**
- **If recommendation is the name of a person or trademarked name, permission for use has been granted by family members, authorized representatives, or estates.**

Proposed New Name Options

Proposed Name Option 1:

Jackson Family Playground

Proposed Name Option 1 Background and Rationale

The Jackson Family were the first African American family to attend Pratt school. The history of the family can be found in the appendix.

Provide known information about potential opposition to any of the proposed names.

We started with the name "Jackson Memorial Playground," but there was opposition to using the term "memorial" for a school playground.

Supplemental Documentation

The following items were submitted and are included in the appendix:

- Summary of Projects Pratt Community School/Malcolm Avenue/Tower Hill Area August 2020
- Jackson Family Playground Proposal
- Pratt Site Council Meeting Notes for October 11, 2022

Final Acknowledgement and Review Next Steps

The following have been affirmed by the administrator:

Next Steps

Upon receipt of the completed request form, the Superintendent will review the proposed school name recommendation(s).

The Superintendent may:

- Ask the name change requestor to provide additional information; or
- Recommend up to three options to the School Board for action; or
- Disapprove of the recommended names and provide the reasons for disapproval.

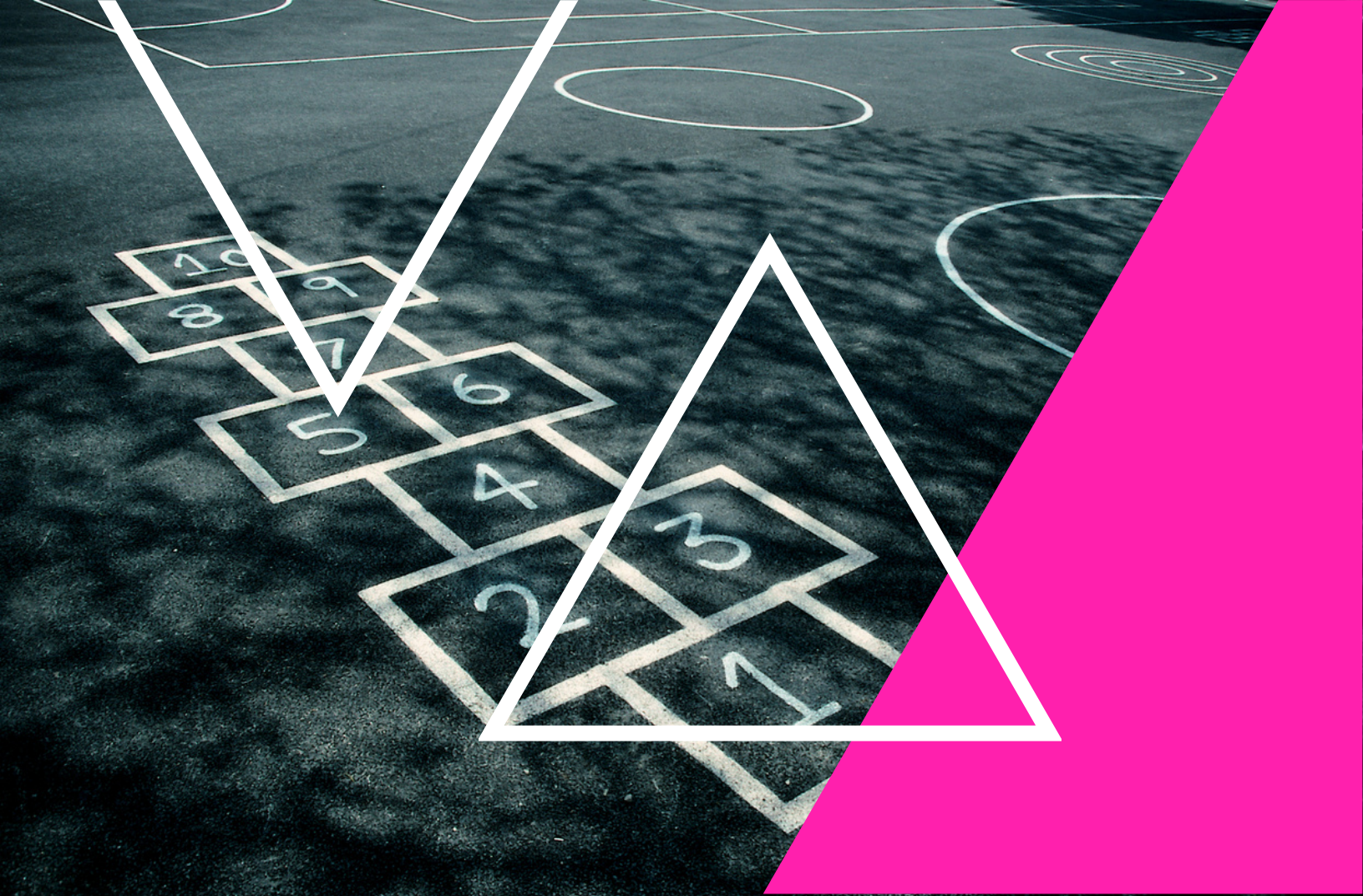
If the proposed names are disapproved by the Superintendent, a resubmission can be done if the reasons for disapproval have been resolved or addressed.

If the School Board approves of a name change or dedication, the Superintendent will direct district departments to make the appropriate changes, if needed.

Expected Timeline

The process for Superintendent review, determination, and School Board action may take up to six months once a name change request is received.

- I have reviewed Policy 7960 and Regulations 7960A and 7960C and affirm that all procedural steps have been completed or properly waived.



***JACKSON FAMILY
PLAYGROUND
PROPOSAL***





JACKSON FAMILY PLAYGROUND PROPOSAL

HISTORY

In 1908, Madison and Amy Woods Jackson moved into the Prospect Park neighborhood with their three young daughters, Marvel, Helen, and Zelma. The Jackson's were the first African American family to move into the all white neighborhood. At this time, only 2,700 Black people lived in Minneapolis.

Their daughters were the first African American children to attend Pratt Community School.

Soon after they moved in, the Jackson family were subject to discrimination, harassment and daily threats trying to get them to leave the neighborhood. One such threat came during a demonstration in which Madison Jackson was told **"your children will not have anybody to play with"**. As a concerned father he considered this and decided to build a playground in their backyard that was **open to all of the children in the neighborhood**. And the children did come and play, with smiles on their faces and joy in their hearts.

The Jackson's lived in Prospect Park for 20 years, until the time of the father's death.

RECOMMENDATION

We recommend that the Pratt PTO actively support the memorialization of the Jackson Family by aiding in raising funds for, and supporting the development of, a playground and memorial in the family's name. This project will serve the students of Pratt Community School and within the Prospect Park neighborhood by providing a safe, engaging, and innovative play space in addition to, educational opportunities to learn about the rich racial history of the community.

PROJECT PROCESS

01

PARTNERSHIP

First, we are seeking approval from the Pratt PTO to support the memorial/playground and to join with other neighborhood organizations to take the lead on the project. Next we will seek partnership with stakeholders with connection to the families history such as YWCA, historical Black sororities and fraternities, and others.

02

FUNDING AND DEVELOPMENT

Budget and project development, fundraising campaign launch along with grant options. Design and planning meetings until approved design is selected.

03

PLAY AND CONNECT

Following the completion of the project, ensuring that the history of the family and the racial impact serves as an educational staple for enrichment in the community.



JACKSON FAMILY PLAYGROUND PROPOSAL

MORE ABOUT THE JACKSON FAMILY

In addition to integrating Pratt the three girls went to high school in the community and also to the University of Minnesota. They lived remarkable lives that we could also choose to recognize in the memorial.

Marvel Jackson Cooke became a pioneer journalist in New York City. She wrote fascinating exposes on how black women were being treated; she was in a writing group with Langston Hughes and Richard Wright; she also lived in Harlem during the Harlem Renaissance and was an intellectual assistant to W. E.B. Dubois.

Helen Jackson was the valedictorian in the first graduating class at Marshall High school in Dinkytown. Helen was active in the YWCA. She led the national effort over decades to integrate the YWCA, and in 1969 became the first African American woman to be the national president of the YWCA. The University of Minnesota recognized her as an outstanding graduate that year and she received a major award from President Malcolm Moos. In 1970 the leading African American newspaper in New York City, the Amsterdam Press named her one of the top ten most influential African American women in the world.

The youngest Jackson daughter Zelma also lived in Harlem, and became a clothing designer. Helen's son Roger Wilkins won the Pulitzer prize and was an assistant attorney general of the United States. (There is much more to be said about the family).

Helen's two daughters, Judith and Sharon are still alive and live in Michigan. They are very excited about the possibility of us honoring their family. If we decide to move ahead with the memorial/playground idea they are eager to help in anyway they can.

SITE Council

10/11/2022

Members Present:

- Nancy Vague, Principal (co-chair)
- ~~Eric Lind, Parent Representative (co chair)~~
- Tyler Jachim, Special Education Resource Teacher (Special Education Representative)
- Kara Green, 3rd Grade Teacher (secretary)
- Mustafe Duale, Bilingual Associate Educator
- Victoria Johnson, Family/Community Liaison
- ~~Regina Monogani Parent Representative~~
- Michelle Muthiani, Parent Representative
- Susan Larson-Fleming, Community Representative
- Jerry, Community Member

Playground Naming Update

Nancy Vague/Susan Larson-Fleming

-Nancy presented name change at School Board in March. Will be revisited at November School Board meeting.

-Name presented was Jackson Playground

-Susan stressed importance of name being Jackson Family Playground

+Jackson family has been very involved in this decision. This includes ongoing conversations and visits with the family.

-Group agreed upon name, Jackson Family Playground.

Family Involvement Plan

Nancy Vague/Victoria Johnson

-Requirement for Title I funding

-Do we want to do Culture Night? Haven't done it since pre-COVID.

-Group agreed to move forward with this event. We will plan this for March.

-Positive feedback from Breakfast and Books and family meeting.

+These are currently held quarterly. Do we want to have more of these events?

+This could provide opportunities for additional family meetings. Possible topics:

Zones of Regulation, CPEO-Connecting Parents to Engagement

Opportunities

State of the School Timeline

Nancy Vague

-Nancy considering options for delivery and timeline.

Family-School Compact

Nancy Vague

- Required by Title 1
- Group agreed on language of Family-School Compact.

\$10,000 Cargill Grant

Nancy Vague

- Cargill donated \$10,000 grants to all MPS schools.
- Group discussed ideas: SEL materials

Other Updates

- Group agreed to meet earlier than 5:00.
- \$1800 community donation

Actions Promised

Kara Green

- Culture Night in March
- Nancy will follow up about State of the School
- Cargill Grant \$-Tyler and Kara will compile list of SEL materials, culturally affirming curriculum resources.
- Consider adding additional Breakfast and Books/Family Meetings to calendar.

MEMO

To: Board of Education
From: Rochelle Cox, Interim Superintendent
Date: 11/15/2022

Re: Rescinding resolution 2021-0048

Since the very beginning of the COVID-19 pandemic, MPS has been committed to taking necessary steps to implement health guidance and continuously evaluate and adjust these measures as the situation changes.

In September 2021, during a time of high case and hospitalization rates, the board of directors adopted [resolution 2021-0048](#), authorizing a COVID-19 vaccination requirement for employees and certain contractors, partners and volunteers. This resolution required all employees and contractors, volunteers, and partners who have direct student contact, to either provide proof of vaccination against COVID-19 or to test regularly. Since the implementation of resolution 2021-0047, over 83% of MPS employees have verified that they have been vaccinated against COVID-19. At the time of the adoption of the resolution, COVID-19 vaccines were only authorized for people ages 12 and older, but are now available for all ages.

MPS continues to follow recommended state health guidelines for both students and staff, as outlined in our [2022-23 COVID-19 Preparedness Plan](#). For the 2022-2023 school year, we've granted up to an additional seven paid sick days for employees to use when in a required isolation, for COVID-19 infection or another illness where isolation is required by a medical professional. Voluntary tests and masks continue to be available upon request, as supplies allow. Additionally, MPS continues to encourage vaccination and boosters as recommended by the CDC for both students and staff.



Office of the Superintendent
Rochelle Cox, Interim Superintendent
1250 West Broadway Ave. Mpls, MN 55411
612.668.0200

As both the COVID-19 case rates and severity of illness have decreased in Hennepin County, and CDC and state health guidelines have changed, several neighboring local governments have recently removed their employee vaccination requirements. And entering this new phase of the pandemic, the accessibility of free and convenient testing supplies has also decreased.

Given these factors, I recommend that the school board rescind resolution 2021-0048 at the November 15, 2022 regular business meeting.

SPECIAL SCHOOL DISTRICT NO. 1
Board of Education

September 14, 2021

Authorizing a COVID-19 Vaccination Requirement for Employees and Certain Contractors, Partners and Volunteers

WHEREAS The Centers for Disease Control and Prevention (“CDC”) and the Minnesota Department of Health (“MDH”) have determined that the COVID-19 pandemic is currently ongoing and may remain ongoing for an unknown amount of time; and

WHEREAS the CDC has recommended both vaccination and regular testing as effective ways to stop the spread of the virus; and

WHEREAS the Superintendent has reviewed current CDC, MDE, and MDH requirements and guidance for each; and

WHEREAS based upon the consideration of these factors, the Superintendent has recommended to the Board that all employees, and those contractors, volunteers and partners with direct student contact, be vaccinated against COVID-19 or submit to regular testing.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Special School District No. 1, hereby directs and grants necessary authorization to the Superintendent to implement the following work rule no later than October 15:

1. Require that all employees, and those contractors, volunteers and partners with direct student contact, provide confirmation of COVID-19 vaccination and;
2. Allow an exemption to the vaccination requirement to those submitting to regular COVID-19 testing

FURTHER, BE IT RESOLVED that the Superintendent shall provide the Board with regular updates on progress of this directive and any recommendations for further action necessary to support its successful implementation.

FINALLY, BE IT RESOLVED that this directive shall remain in place until rescinded, replaced, or made obsolete by other local, state, or federal law or regulation.

SPECIAL SCHOOL DISTRICT NO. 1
Board of Education

Signed by:

Kim Ellison
Board of Education Chair

Date

Josh Pauly
Board of Education Clerk

Date

**Special School District Number 1
Board of Education Resolution**



Resolution No. 2022-0068
November 15, 2022

Resolution amending the 2022-2023 school year calendar

WHEREAS, the adopted 2022-2023 school year calendar currently has school in session on Monday January 2 , 2023; and

WHEREAS, Minnesota Statutes Section 645.44 prohibits public business from being transacted on certain holidays including on New Year’s Day on the following Monday when it falls on a Sunday; and

WHEREAS, a rescheduled makeup day is not required districtwide to meet state instructional minimums.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby amends the 2022-2023 school calendar so that Monday January 2, 2023 is an observed holiday and a non-school day.

ADOPTED this 15th day of November 2022.

Kim Ellison, Chair

Nelson Inz, Clerk

RECORD OF BOARD VOTE (2022-0068)				
DIRECTOR	AYE	NAY	ABSTAIN	ABSENT
Arneson				
El-Amin				
Ali				
Cerrillo				
Inz				
Jourdain				
Booker				
Caprini				
Ellison				