

Special Business Meeting

Tuesday, November 18, 2025 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) **Recognitions**

4) **Recess**

5) **Public Comments**

6) **Recess**

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

7)a. Presentations and Updates

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

8)a. Approval of the Consent Agenda

8)a.1. Acceptance of Minutes

8)a.1.a. Oct. 14, 2025 Regular Business Meeting

8)a.2. Human Resources Transactions

8)a.2.a. Approval of List A personnel matters
(2025-11-ER-A)

8)a.2.b. Approval of List B personnel matters
(2025-11-ER-B)

8)a.3. Acceptance of Gifts and Donations (2025-0052)

8)a.4. Contracts

8)a.4.a. Amendment to contract 2025-4400003055
with Cedar Riverside Plaza

8)a.4.b. Amendment to contract 2025-4400003265
with David Hoy and Associates

8)a.4.c. Amendment to contract 2025-4400003066
with English Language Center

8)a.4.d. Amendment to contract 2025-4400003415
with Learning In Style (now fiscally sponsored by
ACCOLA)

8)a.4.e. Amendment to contract 2025-4400003263
with Learning Disabilities Association

8)a.4.f. Amendment to contract 2025-400003072 with
Somali Success School

8)a.4.g. Amendment to contract 2025-4400003074
with Summit Academy OIC

8)a.4.h. Contract with Center School Inc (2025
4400003457)

8)a.4.i. Contract with Everway (2025-4400003311)

8)a.4.j. Contract with Genesis Consulting (2025-4400003429)

8)a.4.k. Contract with Trane US (2025-4400003464)

8)a.5. Resolutions

8)a.5.a. Authorizing the Dissolution of the Washburn-Southwest Dance Cooperative

8)b. Fiscal Year 2025-2026 (FY26) Budget Amendment

9) **New Business**

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

11) **Adjournment**



Superintendent's Report

Regular Business Meeting

November 18, 2025

Superintendent's Update

Superintendent Dr. Lisa Sayles-Adams

Strategic Plan Update

Dr. Heather Mac Murray, Senior Officer Melissa Sonnek, Director Sizi Goyah, Deputy Superintendent Ty Thompson, Executive Director Tamuriel Grace, Senior Officer Alicia Miller

Vision, Mission, Commitment, & Values

Vision

All students — regardless of their background, zip code, and individual needs — will receive an anti-racist, holistic education that builds essential knowledge to prepare students for future success.

Mission

Minneapolis Public Schools exists to provide a high quality, anti-racist, culturally responsive education for every Minneapolis student.

Commitment

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

Values

Equity, representation,
& anti-racism

Physical and emotional
safety, and wellbeing

Relationships, trust and
communication

Shared decision making
and voice

Transparency and
accountability

Evidence-based strategies

MPS Strategic Plan Prioritized Strategies 2025–26

Goal 1

Academic
Achievement



1.1 Provide standards-based core instruction with a focus on literacy and mathematics.

1.2 Ensure all curriculum and instructional practices are anti-racist and sustain the cultures, languages, and experiences of our students.

Goal 2

Student
Well-being



2.1 Provide equitable student access to culturally responsive counseling and mental health services.

Goal 3

Effective
Staff



3.1 Strengthen pathways and reduce barriers for talented and diverse MPS employees and potential employees to become teachers.

Goal 4

School &
District Climate



4.1 Fully implement the climate framework to ensure all district staff, parents, and students feel heard, valued and respected.

Progress Report on Prioritized Strategies 1.1 & 1.2

Strategic Goal

Prioritized Strategies

Planned Initiatives/Work

Goal 1

Academic
Achievement



1.1 Provide standards-based core instruction with a focus on literacy and mathematics.

1.2 Ensure all curriculum and instructional practices are anti-racist and sustain the cultures, languages, and experiences of our students.

READ Act Literacy Training

READ Act Screening Requirements

UFLI Curriculum Implementation

K-5 Knowledge Based ELA Curriculum Adoption

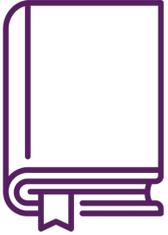
8 Culturally Sustaining Math Practices

6-12 Curriculum Adoption (iReady/Open Up)

Anti-Racist Culturally Sustaining (ARCS) Review Process

SOEI Task Force

Strategy 1.1



Provide standards- based core instruction with a focus on **literacy** and mathematics.

READ Act Literacy Training

Success would be: 100% of staff have completed LETRS or CORE Learning Online Literacy and Language Academy (OL&LA) training by June 30th, 2026 with at least 80 mastery.

Current Status	Initial Implementation
Progress Update	<p>Almost 100% of required staff have been registered for LETRS or CORE. (1,310 total)</p> <p>LETRS: Slightly over half of participants are “on track” to complete training..</p> <p>CORE: Almost 100% of participants who started last year finished on time</p> <p>LETRS completion rate is delayed to due to scheduling difficulties.</p> <ul style="list-style-type: none">• Live sessions are outside of contract hours• Preferred dates are not available• Sessions for large cohorts like those in MPS are limited w/ LETRS
Opportunities for Improvement	Clarity with staff on where there is flexibility with training times and where there are fixed scheduling considerations
Next Steps	<ul style="list-style-type: none">• Principals are meeting with staff individually to check on their progress• Clear next steps are shared with staff who are behind on how to catch up• Kick-off events are created for future cohorts• Communication around relicensure being tied to READ Act training

Update on READ Act Screening Requirements

Universal Screening for K-3

Every child in grades K-3, including multilingual students and students receiving special education services, must be screened three times a year (fall/winter/spring) to measure foundational reading skills and for characteristics of dyslexia.

Screening for Characteristics of Dyslexia in 4-12

Students in grades 4-12 who are not reading at grade level must be assessed for reading difficulties, including characteristics of dyslexia, using a tool approved by the Department of Education. Capti ReadBasix is the only tool approved by MDE for screening for characteristics of dyslexia for 25-26.

While a screener can identify students who are demonstrating that they may be at risk for characteristics of dyslexia, the screener results do not indicate a dyslexia diagnosis.

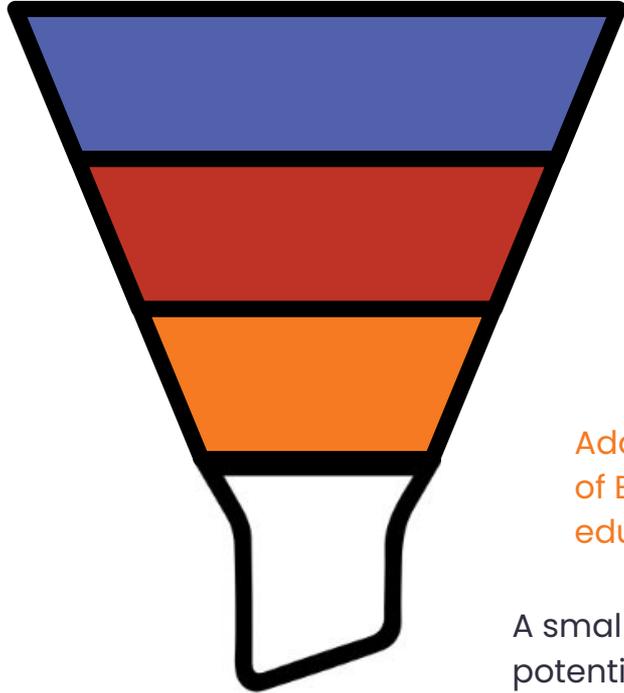
Existing Practice in MPS:

- K-1: FastBridge earlyReading and Star Spanish Early Literacy
- 2-3: FastBridge aReading, FastBridge CBMR, and Star Spanish Reading
- 4-8: FastBridge aReading, FastBridge CBMR, and Star Spanish Reading
- 9: FastBridge aReading

New Practice in MPS for 25-26:

- 4-12: Students identified as reading below grade level will receive a follow-up dyslexia screening assessment (Capti ReadBasix)

25–26 Fall Literacy Screening in MPS



All students in grades K–9 take a universal literacy screener in English to determine foundational reading skills (earlyReading, K–1), broad reading ability (aReading, 2–9), and oral reading fluency (CBMR, 2–5). Screening for characteristics of dyslexia is integrated within universal screening for K–3.

Any student in grades K–9 who scores below benchmark on the universal screener is identified as having a potential literacy need. Follow-up assessments are needed to pinpoint area of need. In grades 4–12, this can include screening for characteristics of dyslexia.

Additional information about **each student** is considered, including level of English language acquisition for multilingual students, special education services, and dual language programming.

A smaller **subset of students** receive a follow up screener to identify potential characteristics of dyslexia.

Select fall screening results are shared in the Appendix.

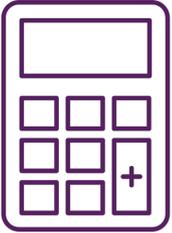
UFLI Literacy Curriculum Implementation

Success would be: 80% of all UFLI Classrooms are successfully implementing all elements of the lesson.

Current Status	Initial Implementation
Progress Update	<p>100% of all 44 sites have initially implemented UFLI across classrooms K-2</p> <ul style="list-style-type: none">Evidenced by: walkthrough, progress monitoring, and observational data. <p>Training</p> <ul style="list-style-type: none">August 22nd full day teacher PD sessions for Year 1 and Year 2 UFLI StaffProfessional Development for elementary principals during monthly principal PD.
Opportunities for Improvement	Limited opportunities for professional development
Next Steps	Support for principals (and others) to coach UFLI



Strategy 1.1



Provide standards- based core instruction with a focus on literacy and **mathematics**.

8 Culturally Sustaining Math Practices

Success would be: Teachers use $\geq 4/8$ culturally sustaining mathematical practices. $\geq 80\%$ of K-5 teachers use the Bridges unit assessments.

Current Status	Initial Implementation
Progress Update	<ul style="list-style-type: none">• All K-5 schools are entering Bridges unit summative assessments into a universal assessment data management platform (DnA)• Continued learning around the two Math Practices from 24-25• Additional learning with two new Math Practices for 25-26
Opportunities for Improvement	<ul style="list-style-type: none">• Targeted professional development on how to integrate the mathematical practices in the Bridges curriculum
Next Steps	<ul style="list-style-type: none">• Continued learning around use and best practices for the new data management platform• Partnering with schools to help them completed data sharing on Math Practices

6–8 iReady Math Curriculum Adoption

Definition of success: Teachers work to deepen $\geq 4/8$ culturally sustaining mathematical practices. $\geq 90\%$ of 6–8 teachers use the unit assessments.

Current Status	Initial Implementation
Progress Update	<ul style="list-style-type: none">• Walk-throughs at schools helping inform curriculum use• Full day PD session provided to principals in October• Teachers received individualized feedback on how to best use math diagnostic data
Opportunities for Improvement	Finding a balance between obtaining actionable iReady assessment data and minimizing instructional disruption.
Next Steps	Continue working with schools on how to best use their unit assessment data

Open Up Math Curriculum Implementation

Definition of success: Teachers work to deepen $\geq 4/8$ culturally sustaining mathematical practices. $\geq 80\%$ of Intermediate Algebra, Geometry, and Advanced Algebra teachers will link their unit assessments.

Current Status	Initial Implementation
Progress Update	Continuing to create systems and processes for shared common assessments within buildings.
Opportunities for Improvement	Consideration of common site-based summative assessments to encourage alignment across all sites
Next Steps	Encourage collaboration and resource sharing between sites.

Strategy 1.2

Ensure all curriculum and instructional practices are anti-racist and sustain the cultures, languages, and experiences of our students.

Anti-Racist Culturally Sustaining (ARCS) Review Process

Definition of success: Continuing implementation of the ARCS review process with upcoming curriculum resources, including K-5 knowledge building and word study.

Current Status	Initial Implementation
Progress Update	Anchor texts have been delivered to buildings and are beginning to be used in secondary ELA classrooms.
Opportunities for Improvement	Continued alignment between buildings
Next Steps	Begin using ARCS review process with K-5 knowledge building and word study.

SOEI (Standards of Effective Instruction) Task Force

Definition of success: The look-fors are in place for all subjects on the SOIE rubrics.

Current Status	Full Implementation
Progress Summary	The look-fors are in place for all subjects on the SOEI rubrics, ready for final review.
Opportunities for Improvement	Continued support for principals as they continue to implement.
Next Steps	Monitor implementation

Progress Report on Prioritized Strategy 2.1

Strategic Goal

Goal 2

Student
Well-Being



Prioritized Strategy

2.1 Provide equitable student access to culturally responsive counseling and mental health services.

Planned Initiatives/Work

Data Collection System - Student Feedback

Data Collection System - Staff Time Study

Comprehensive School-Based Mental Health System (CSMHS)

Data Collection System – Student Feedback

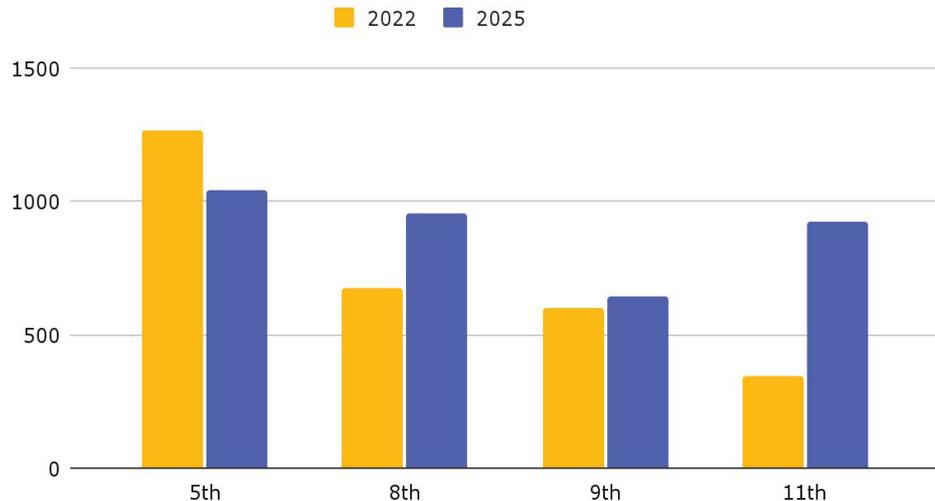
Success would be: Increased survey participation by MPS students so that educators can be more responsive to student need. One robust source of student wellbeing data is the Minnesota Student Survey (MSS).

Current Status	Full Implementation
Progress Update	<ul style="list-style-type: none">• Successfully increased high school level participation rate on the Minnesota Student Survey.• Collaborated with Citywide youth leadership group on guidance for administering the MSS supported increased student participation.
Opportunities for Improvement	Use selected questions from the MSS (which is only every three years) in our MPS internal surveys to enhance longitudinal data collection.
Next Steps	Data Analysis, Prioritize Actions, Develop Action Plan (next slide)

Data Collection System – Student Feedback

Success would be: Increased survey participation by MPS students so that educators can be more responsive to student need. One robust source of student wellbeing data is the Minnesota Student Survey (MSS).

Surveys Completed



2025 MSS results were received in late October

Next Steps

- 1. Data Analysis:** Analyze results to identify key themes, strengths, and areas for improvement.
- 2. Prioritize Actions:** Determine which areas align with current district priorities and can have the greatest impact.
- 3. Develop Action Plan:** Cross-collaboration with schools and district-level departments to create concrete action steps.

Data Collection System for Staff Time Study

Definition of success: Access to up-to-date data that informs MPS on current and future states of student wellbeing.

Current Status	Initial Implementation
Progress Update	<p>The Counseling Department used time study data from 24-25 to</p> <ul style="list-style-type: none">• Identify time spent on administrative tasks vs. direct services to students• Identify common needs from individuals students to create classroom lessons to serve more students• Creating ongoing professional development for counselors to support students <p>School Social Worker Department reviewed supports and services for students and</p> <ul style="list-style-type: none">• Identified the stronger need to provide school wide, group and individual supports for students mental health needs.• Adjust duties within the school to ensure more mental health support directly with students• Created opportunities for social workers to have duties assigned to allow for more direct supports
Opportunities for Improvement	Fully aligned student-level support from counselors and social workers.
Next Steps	Social workers will complete the same time study data collection this year and begin to analyze their data. Social workers and counselors work in collaboration at the school-level to support students with individual mental health needs.

Development of a Comprehensive School-Based Mental Health System (CSMHS)

Success would be: MPS provides a continuum of culturally responsive and healing-centered mental health services including early identification and interventions for students at risk and indicated support for students with more intense needs.

Current Status	Installation
Progress Update	<ul style="list-style-type: none"> • Initiated planning for 25–26 professional development for all student support personnel (MHSS, School Social Workers, Counselors, Nursing, and School Psychologists). • Collaborative development with the School Social Work Department to create professional learning modules for Related Service Professionals (RSPs) focused on therapeutic processes, culturally affirming practices, and the integration of mental health tools • Designed a systematic process to enhance access, efficacy, and efficiency of mental health interventions across the district.
Opportunities for Improvement	<ul style="list-style-type: none"> • Continued alignment for school sites staff to work collaboratively with students and families on mental health support. Focus on group and direct supports for student. • Selecting intervention topics and resources.
Next Steps	<ul style="list-style-type: none"> • Continued professional develop plans and obtaining resources. • Continued work with social workers and counselors providing direct supports for student mental health supports

Progress Report on Prioritized Strategy 3.1

Strategic Goal

Prioritized Strategy

Planned Initiatives/Work 2025-26

Goal 3

Effective Staff



3.1 Strengthen pathways and reduce barriers for talented and diverse MPS employees and potential employees to become teachers.

Increase targeted recruitment of underrepresented groups into Grow Your Own (GYO) programming.

Expand Grow Your Own (GYO) programming.

Strengthen Pathways and Reduce Barriers to Teaching

MPS is growing our own to become teachers to:

1

Diversify licensed staff to reflect the diversity of the students and community we serve.

2

Establish embedded career pathways to recruit, develop, and retain the most effective educators.

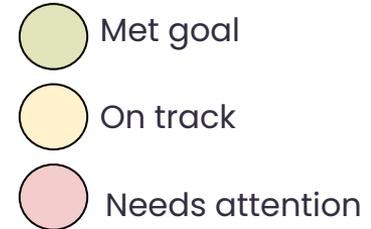
3

Proactively meet nationwide teacher shortages and declines in traditional teacher prep enrollment.

Employee Retention

Employee Retention (%)

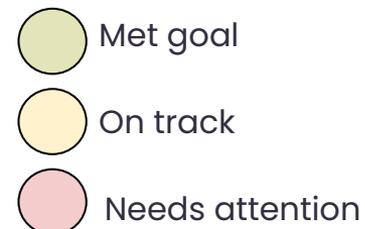
		Year 1 22-23	Year 2 23-24	Year 3 24-25	Year 4 25-26	Goal 26-27
All Staff	Overall	89%	83%	88%	88%	90%
	White	90%	84%	90%	91%	90%
	BIPOC	85%	80%	85%	85%	90%
Teachers	Overall	93%	83%	90%	91%	94%
	White	93%	84%	91%	93%	94%
	BIPOC	92%	81%	87%	86%	94%
Principals/APs	Overall	93%	88%	89%	97%	95%
	White	91%	94%	88%	97%	95%
	BIPOC	96%	79%	91%	98%	95%
ESPs	Overall	79%	80%	85%	86%	85%
	White	79%	80%	87%	87%	85%
	BIPOC	80%	80%	84%	85%	85%



Staff Diversity

Staff Diversity (%)

		Year 1 22-23	Year 2 23-24	Year 3 24-25	Year 4 25-26	Goal 26-27
All Staff	White	64%	62%	62%	60%	63.2%
	BIPOC	36%	38%	39%	40%	36.8%
Teachers	White	81%	79%	79%	78%	77.5%
	BIPOC	19%	21%	22%	22%	22.5%
Principals/APs	White	62%	59%	59%	58%	55.3%
	BIPOC	38%	41%	41%	42%	44.7%
ESPs	White	46%	43%	40%	39%	46.2%
	BIPOC	54%	56%	60%	61%	53.8%



Teacher Vacancies at the Start of the Year

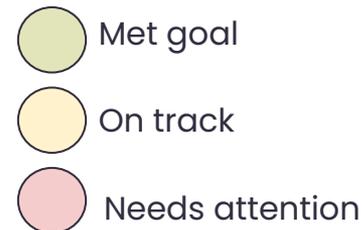
Teacher Vacancies (%)					
	Year 1 22-23	Year 2 23-24	Year 3 24-25	Year 4 25-26	Goal 26-27
Overall	11.0%	8.4%	2.6%	1.4%	1.5%

-  Met goal
-  On track
-  Needs attention

Racial Diversity of New Hires

Newly Hired Staff Identifying as BIPOC (%)

	Year 1 22-23	Year 2 23-24	Year 3 24-25	Year 4 25-26	Goal 26-27
All Newly Hired Staff	48%	53%	55%	52%	54.3%
Newly Hired Teachers	26%	32%	34%	32%	32.9%
Newly Hired Principals/APs	67%	67%	42%	75%	57.6%
Newly Hired ESPs	64%	66%	71%	62%	59%



Where we are going: our SMART goals

3.1 Strengthen pathways and reduce barriers for talented and diverse MPS employees and potential employees to become teachers.

→ **Goal by 2026–27:**

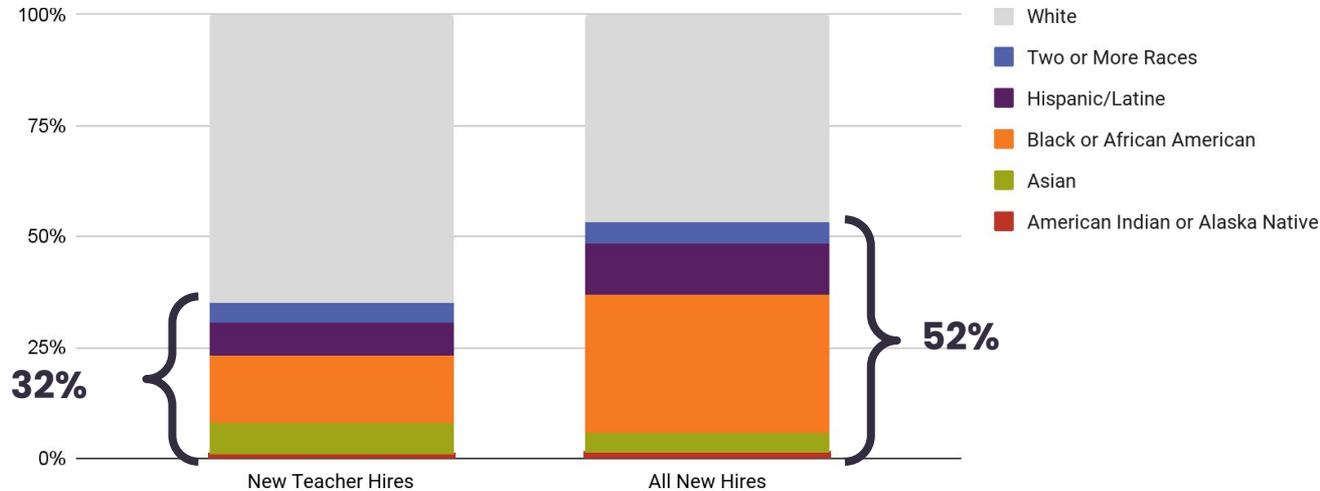
1.5% classroom teacher vacancies at start of school year

On Track: 1.4% classroom teacher vacancies on Sept. 30, 2025

→ **Goal by 2026–27:**

54.3% of new hires identify as Black, Indigenous and People of Color (BIPOC)

On Track: New MPS Hires as of Sept. 30, 2025



Three (3) Grow Your Own Pathways

MPS Grow Your Own Programs

MPS St. Thomas Residency (MSTR)

Who is this program for?
Unlicensed staff and community partners

Licensure
K-21 Special Education and K-6 Elementary Education

Degree Required
Bachelor's degree

Program Length
15 Months

Program Outcome
Master's Degree & Tier 3 License

MPS Academy (MPS-A)

Who is this program for?
Teachers and ESPs

Licensure
K-21 Special Education

Degree Required
Bachelor's degree

Program Length
15 Months

Program Outcome
Tier 3 License

Teacher Apprenticeship

Who is this program for?
ESP, MPS grads and community partners

Licensure
K-21 Special Education and Pre-K-6th Grade

Degree Required
Associate's degree or qualifying credits

Program Length
2 Years

Program Outcome
Bachelor's Degree & Tier 3 License

[MPS GYO Website](#)



mpls.gyo@mpls.k12.mn.us

2025–26 Scope of Work by Quarter

Initiatives	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Increase targeted recruitment of underrepresented groups into Grow Your Own (GYO) programming.	Collaborate across HR to gather data on current staffing demographics and GYO recruitment audiences, including non-licensed staff, student teachers, Tier 1 and 2 teachers	Collaborate across departments to develop targeted recruitment plans, including: <ul style="list-style-type: none"> • American Indian Education Department (aligned to Board recommendations for AIPAC) • Office of Latine Achievement (OLA) • Office of Black Student Achievement (OBSA) 	Implement targeted recruitment strategies for underrepresented groups, and begin interview and selection processes for 2026–27 GYO cohorts	Finalizing site placements and Cooperating Teacher/Journey Worker pairings for 2025–26 GYO candidates
Expand Grow Your Own (GYO) programming.	Review data from GYO inquiry form and 1:1 meetings, teacher vacancy rates, and Tier 1 and Tier 2 licensure areas to identify high-need and high-interest licensure areas for GYO expansion	<ul style="list-style-type: none"> • Explore and pilot new GYO pathway options with current and new partners across Minnesota and determine resources required for development • Submit applications for relevant GYO grants for FY27+ 	Determine at least one new GYO programming option and include in FY27 budget proposal	Begin project planning and development of at least one new GYO programming option for FY27

Increase Recruitment of Underrepresented GYO Candidates

Current Status	Progress Update	Opportunities for Improvement	Next Steps
<p>On track for continued implementation.</p> <ul style="list-style-type: none"> • Met Q1 initiatives. • On track to meet Q2 initiatives. 	<p>Shared GYO inquiry form through:</p> <ul style="list-style-type: none"> • MPS GYO website • Global and targeted email communications to MPS staff • Multiple GYO informational sessions for MPS staff August–October, 2025. <p>Began collaboration meetings with internal MPS departments to promote opportunities and develop strategic recruitment strategies for 2026–27 cohorts</p>	<p>Certain demographics for student teachers are not currently tracked by HR.</p>	<p>Continue meeting with internal MPS departments to develop strategic recruitment strategies for 2026–27 cohorts</p> <p>Implement targeted recruitment strategies for underrepresented groups</p>

IMPACT: GYO Recruitment

As of Nov. 8,
91 MPS Staff
have completed the
GYO inquiry form for
26-27

Race/Ethnicity	Total	Percentage
Black	32	35%
White	37	41%
Latine	10	11%
American Indian or Alaskan Native	3	3%
Asian	2	2%
Prefer not to Answer / Blank	3	3%
Multiple Selected	4	4%

Expand GYO Programming

Current Status	Progress Update	Opportunities for Improvement	Next Steps
<p>On track for continued implementation.</p> <ul style="list-style-type: none"> • Met Q1 initiatives. • On track to meet Q2 initiatives. 	<p>Collected data from inquiry forms, Tier 1 and Tier 2 teachers, and analyzed teacher vacancies to identify potential additional licensure areas of interest.</p> <p>Collaborated with ProServa to develop comprehensive communication strategy</p> <p>Collaborated with MDE to begin exploration of a pre-Apprenticeship/pre-Associate's degree pathway for MPS staff with 0-60 college credits.</p>	<p>Data does not show an overwhelming need and interest in one licensure areas, but rather minor need and interest across many different licensure areas.</p> <p>Uncertainty about grant funding at the state and federal levels to ensure both current and new GYO programming is sustainable.</p>	<p>Determine licensure areas of focus for future expansion.</p> <p>Explore and pilot new GYO pathway options with current and new partners.</p> <p>Learn outcome of GYO grant applications submitted in Q1-Q2 (most grant awards to be announced in January 2026).</p>

Progress Report on Prioritized Strategy 4.1

Strategic Goal

Prioritized Strategies

Planned Initiatives/Work

Goal 4

School and
Building
Climate



4.1 Fully implement the climate framework to ensure all district staff, parents, and students feel heard, valued and respected.

Continuing Implementation of the Climate Framework

Refining the Equity & School Climate Teams

Implementation of a District-Wide Climate Survey

Continuing Implementation of the Climate Framework

Success would be: All staff and students will have an understanding of the four climate values and their personal impact on school and district climate.

Current Status	Full Implementation
Progress Update	Climate Framework professional development is provided to all new staff during New Employee Orientation (NEO) and during welcome back week for staff.
Opportunities for Improvement	Continue to deepen conversations and incorporate student feedback from the School Climate Student Survey and Citywide.
Next Steps	Incorporate student feedback into Climate Framework.

Refining the Equity & School Climate Teams

Success would be: 95% of schools have formed an Equity & School Climate Team (ESCT) that meets at least once a month.

Current Status	Full Implementation
Progress Update	Equity and Climate Team guidance is finalized and has been shared with schools for implementation. This work is led by the Equity and School Climate Coordinators.
Opportunities for Improvement	Better mechanisms of gathering updates from schools on their Equity and School Climate Teams.
Next Steps	Monitor which schools are hold Equity and School Climate Team meetings at least once a month.

Equity & School Climate Team Guidance 2025-2026

Introduction

This document provides guidance for school-based Equity and School Climate Teams (ESCTs) in Minneapolis Public Schools (MPS). It aims to support teams in promoting equity, inclusion, and a positive school climate, ultimately eliminating disparities in student outcomes. By utilizing the School Climate Student Survey (SCSS) data, employing the ORID protocol, and implementing evidence-based strategies, ESCTs can create supportive learning environments for all students.

Team Responsibilities & Meeting Structure

- **Meeting Frequency:** Teams should meet at least monthly, with twice-monthly meetings being ideal.
- **Data Analysis:** Regularly review and analyze data, including SCSS results, using the ORID protocol (Objective, Reflective, Interpretive, Decisional).
- **Survey Review:** Regularly review the School Climate Student Survey (SCSS) data, comparing December and May results.
- **Strategy Implementation:** Implement evidence-based strategies to address identified needs.
- **Collaboration:** Work in collaboration with the Instructional Leadership Team (ILT) and Site Council.
- **Communication:** Communicate strategies and resources to all licensed and non-licensed staff.
- **Documentation:** Utilize the Equity and School Climate guidance and other district resources.

ORID Protocol

- **Objective:** What do the data show? (Facts, observations)
- **Reflective:** How do we feel about the data? (Emotional responses, reactions)
- **Interpretive:** What does the data mean? (Patterns, insights, implications)
- **Decisional:** What actions should we take? (Next steps, strategies, plans)

School Climate Student Survey (SCSS) Questions

- **Adult-to-Student Relationships:**
 - Adults from my school really try to get to know me.
 - Adults from my school show me that they care about me.
 - Right now, there is an adult from my school that I can talk to about my feelings.
 - Adults at my school ask me how I am doing.
 - Adults at school say nice things to me.
 - Adults at school accept how I look, dress, talk, and act (this includes my race, gender, and identity).

Implementation of a District-Wide Climate Survey

Success would be: The School Climate Student Survey informs the work of the school-based Equity and School Climate Team which improves building climate.

Current Status	Initial Implementation
Progress Update	Equity and School Climate Survey was administered in mid-October (earlier than previous years) to allow more time for strategy implementation. 66 schools participated in the fall survey (+3 from last spring)
Opportunities for Improvement	Integrating the work of improving school climate into existing school structures.
Next Steps	Schools will develop strategies and engage in a continuous improvement process to improve climate at their sites.

Ongoing Strategic Plan Monitoring



What you can expect this year:

- Continued monitoring of strategic plan goals throughout the year
- Focused updates; sharing timely data as it is made available
- Adjustments to our work as new data come in
- Next update: March 2026

Questions/Discussion

Appendix

Fall 25–26: K–1 Literacy Assessed by earlyReading

K–1 Fall earlyReading Universal Screening Students at or Above Benchmark (%)				
	Year 1 22–23	Year 2 23–24	Year 3 24–25	Year 4 25–26
Total	53%	52%	49%	48%
American Indian	31%	25%	25%	36%
Asian	46%	46%	47%	42%
Black or African American	36%	40%	37%	39%
Hawaiian/Pacific Islander	--	--	--	--
Hispanic	25%	24%	16%	21%
Two or More	50%	51%	56%	57%
White	72%	70%	70%	68%
English Learner	26%	24%	16%	17%
Special Education	38%	34%	33%	32%
Homeless or Highly Mobile	20%	20%	21%	21%
Free or Reduced Lunch	34%	35%	32%	31%

Fall 25–26: 2–5 Literacy Assessed by aReading

2–5 Fall aReading Universal Screening Students at or Above Benchmark (%)				
	Year 1 22–23	Year 2 23–24	Year 3 24–25	Year 4 25–26
Total	47%	48%	46%	46%
American Indian	26%	26%	30%	29%
Asian	32%	32%	33%	32%
Black or African American	25%	26%	24%	24%
Hawaiian/Pacific Islander	--	--	--	--
Hispanic	23%	18%	16%	17%
Two or More	49%	51%	51%	52%
White	76%	77%	77%	77%
English Learner	11%	8%	6%	7%
Special Education	23%	24%	25%	26%
Homeless or Highly Mobile	14%	8%	13%	11%
Free or Reduced Lunch	26%	25%	25%	25%

Fall 25–26: 6–8 Literacy Assessed by aReading

6–8 Fall aReading Universal Screening Students at or Above Benchmark (%)				
	Year 1 22-23	Year 2 23-24	Year 3 24-25	Year 4 25-26
Total	50%	51%	48%	50%
American Indian	27%	33%	28%	32%
Asian	45%	40%	38%	43%
Black or African American	24%	27%	26%	24%
Hawaiian/Pacific Islander	--	--	--	--
Hispanic	22%	20%	15%	19%
Two or More	53%	60%	55%	57%
White	81%	83%	82%	85%
English Learner	3%	3%	2%	2%
Special Education	18%	22%	23%	27%
Homeless or Highly Mobile	13%	14%	11%	10%
Free or Reduced Lunch	25%	28%	24%	26%

Fall 25–26: K–1 Math Assessed by earlyMath

K-1 Fall earlyMath Universal Screening Students at or Above Benchmark (%)				
	Year 1 22-23	Year 2 23-24	Year 3 24-25	Year 4 25-26
Total	--	63%	62%	61%
American Indian	--	49%	45%	50%
Asian	--	58%	56%	53%
Black or African American	--	52%	48%	48%
Hawaiian/Pacific Islander	--	--	--	--
Hispanic	--	33%	33%	37%
Two or More	--	66%	73%	67%
White	--	83%	83%	83%
English Learner	--	32%	29%	31%
Special Education	--	44%	32%	43%
Homeless or Highly Mobile	--	31%	31%	35%
Free or Reduced Lunch	--	46%	45%	46%

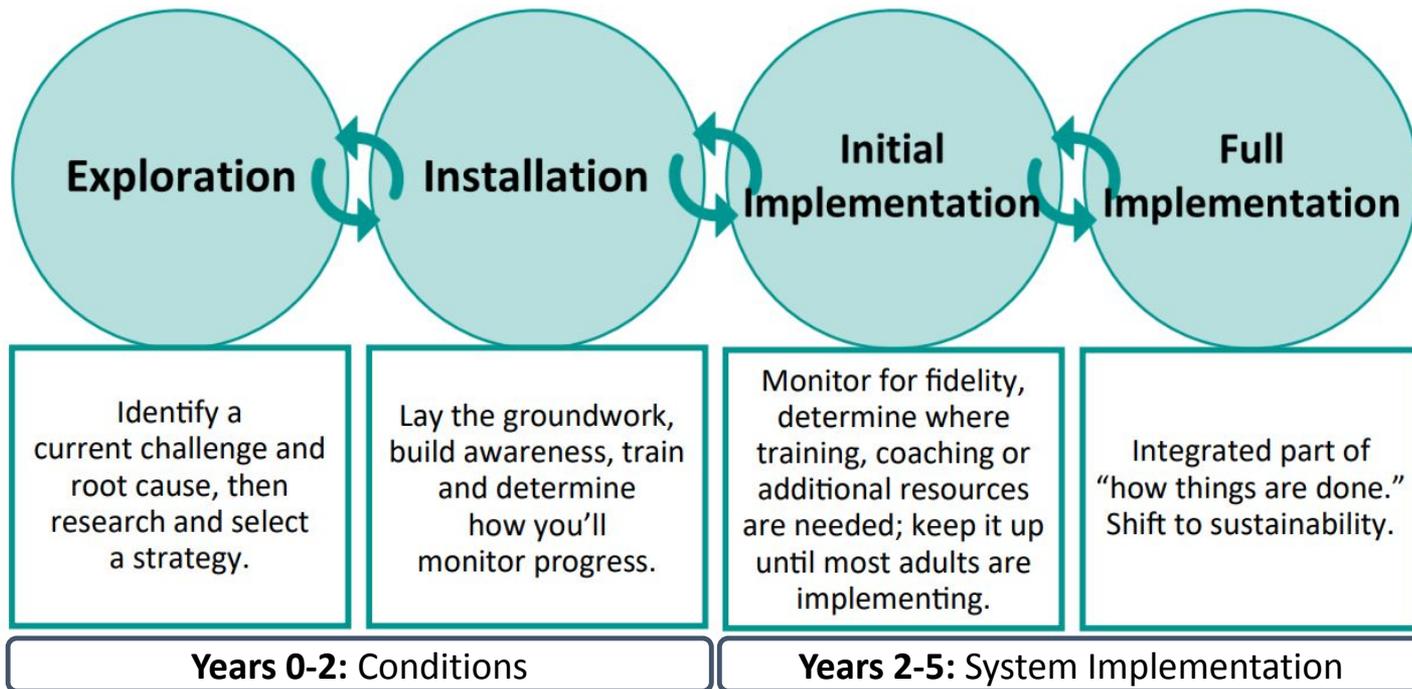
Fall 25–26: 2–5 Math Assessed by aMath

2–5 Fall aMath Universal Screening Students at or Above Benchmark (%)				
	Year 1 22–23	Year 2 23–24	Year 3 24–25	Year 4 25–26
Total	43%	44%	43%	42%
American Indian	18%	18%	20%	18%
Asian	29%	30%	33%	33%
Black or African American	16%	17%	16%	15%
Hawaiian/Pacific Islander	--	--	--	--
Hispanic	19%	17%	16%	16%
Two or More	43%	46%	45%	42%
White	75%	76%	76%	76%
English Learner	9%	10%	8%	8%
Special Education	21%	24%	25%	25%
Homeless or Highly Mobile	8%	5%	10%	8%
Free or Reduced Lunch	19%	20%	19%	19%

Fall 25–26: 6–8 Math Assessed by aMath

6–8 Fall aMath Universal Screening Students at or Above Benchmark (%)				
	Year 1 22–23	Year 2 23–24	Year 3 24–25	Year 4 25–26
Total	38%	40%	40%	41%
American Indian	13%	14%	14%	16%
Asian	36%	39%	39%	38%
Black or African American	11%	12%	14%	14%
Hawaiian/Pacific Islander	--	--	--	--
Hispanic	14%	14%	14%	16%
Two or More	37%	41%	43%	43%
White	68%	71%	73%	75%
English Learner	2%	4%	4%	4%
Special Education	12%	14%	18%	21%
Homeless or Highly Mobile	5%	8%	6%	4%
Free or Reduced Lunch	14%	16%	16%	17%

Implementation Science Framework



Comprehensive Achievement & Civic Readiness (CACR) Plan Update

Dr. Heather Mac Murray, Executive
Director John Bjoraker

Comprehensive Achievement and Civic Readiness

A CACR Strategic plan is a multi-year, detailed document that illustrates how a district or charter school approaches goals and initiatives concerning the CACR goals.

Formerly World's Best Workforce (WBWF)

MPS Strategic Plan

for School Years 2023–2027

"Minneapolis Public Schools exist to provide a high quality, anti-racist, culturally responsive education for every Minneapolis student."



MINNEAPOLIS
PUBLIC SCHOOLS

Comprehensive Achievement and Civic Readiness Goal Areas

- All children are ready for school.
- All racial and economic achievement gaps between students are closed.
- All students are ready for career and college.
- All students graduate from high school.
- All students are prepared to be lifelong learners.

MPS CACR Goals

All children are ready for school.

- By 2026-2027 SY, 74% of all MPS students who participated in earlyReading will be proficient.

All racial and economic achievement gaps between students are closed.

- By 2026-2027 SY, there will be an achievement gap reduction between Black, Indigenous, and Students of Color and White Students of 33 percentage points of students in grades 2-8 in aReading.
- By 2026-2027 SY, there will be an achievement gap reduction between Black, Indigenous, and Students of Color and White Students of 35 percentage points of students in grades 2-8 in aMath.

All students are ready for career and college.

- By 2026-27 school year, 78% of students will be passing ("C" or above) one or more advanced courses (AP, IB, CIS, Advanced CTE, PSEO)

All students graduate from high school.

- By the end of 2026-2027, MPS will have a 90% graduation rate.

All students are prepared to be lifelong learners.

- Successful attainment of the above CACR goals indicates that students are prepared to be lifelong learners.

CACR Advisory Committee

Membership

- Appointments by the School Soard, DPAC, Citywide Student Leadership Board, and Superintendent [per committee charter and bylaws](#)

Meeting dates

- November 20, February 5, May- TBD

Agenda for November 20, 2025

- Share vision and plan, review goals, analyze data for each goal, and determine next steps as a committee.

Questions/Discussion

School Transformation Work Update

Deputy Superintendent Ty Thompson



**School
Transformation**

**The MPS
Student
Experience**

Defining Transformation

What is Transformation?

“

MPS' transformation is a district-wide effort to reimagine a district where every student thrives – academically, socially, and emotionally – through a holistic, culturally sustaining education that engages and prepares contributing citizens.

”

“Approved October 14, 2025 – Resolution 2025-0045.”

Holistic Education: Caregiver Input

Holistic Education is

- Whole-child focused
- Diverse programming across subjects
- Student choice & voice
- SEL and mental health supports
- Culturally relevant curriculum
- Safe and welcoming climate
- Prepares for life and career
- Joyful, creative learning
- Equitable access for all

Holistic Education is not

- Academics-only focus
- Limited to core subjects
- One-size-fits-all approach
- Ignores emotional needs
- Generic or disconnected content
- Isolated or punitive culture
- Prepares only for tests
- Rote memorization
- Restricted by school size or location

What is an MPS Holistic Education?

“

A holistic education in Minneapolis Public Schools is informed by caregiver input, culturally sustaining, and anchored in the learning and experiences that ensure graduates are prepared to be contributing members of society.

”

This definition grows out of the MPS mission and vision and reflects what transformation means for our students and schools.

The MPS Student Experience

Ensuring the Core – The foundation for all students



Math

Science

English Language Arts

Social Studies

The Arts

Personal Finance

Physical Education & Health

Each MPS graduate is both **academically prepared** for their post-secondary path and has the **skills** necessary to successfully navigate an information rich, culturally diverse world.

Beyond the Core – Opportunities & Experiences

The **opportunities** and **experiences** for students to choose their individualized path that creates a sense of pride in themselves as they prepare to be contributing adult citizens



Ethnic Studies and Social Emotional Learning

Math
Science
English Language Arts
Social Studies
The Arts
Personal Finance
Physical Education & Health

Career connected learning K-12
Early college credit
Advanced Academics
International Baccalaureate
Dual Language
Athletics
Clubs

Timeline and Next Steps

Dec. 2023

Resolution starting the transformation process.

Jan. 2024 – June 2025

Physical space study, Spanish dual language task force, caregiver survey

Summer 2025

Board retreats

Oct. 2025

Resolution focusing on next phase of work.

Nov. 2025 – April 2026

Staff will bring forward requested information & continued engagement focused on MPS student experience.

Questions/Discussion

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

**REGULAR BUSINESS MEETING
Oct. 14, 2025**

CALL TO ORDER

In accordance with applicable requirements, notice was provided to each member of the Board of Education and to the public not less than three days prior to the meeting. Board members met in a regular meeting in the assembly room at the John B. Davis Educational Services Center (1250 West Broadway Ave. Minneapolis, MN) on October 14, 2025.

The meeting was called to order at 5:31 p.m. by Chair Beachy.

ROLL CALL

Present: Directors Abdul Abdi, haron El-Amin, Adriana Cerillo, Lori Norvell, Greta Callahan, Kim Ellison, Joyner Emerick (participated via interactive technology), Collin Beachy (8); Ex Officio member Superintendent Dr. Lisa Sayles-Adams (1)

Absent: Director Skjefte (1) and Student Representatives Isiah Martin and Lyn Ampey (2).

APPROVAL OF AGENDA

Ellison moved to approve the agenda. Abdi seconded the motion.

El-Amin moved to amend the agenda by removing item 8)a.3.r 2025-49 (cash gift to Lake Harriet Community School) from the consent agenda. Emerick seconded the motion.

On a roll call vote, the motion to amend the agenda was adopted with the following result:

Aye: Abdi, El-Amin, Cerrillo, Norvell, Beachy, Emerick, Beachy (7)
Nay: Callahan (1)
Abstain: (0)
Absent: Skjefte (1)

On a roll call vote, the motion to approve the amended agenda was adopted with the following result:

Aye: Abdi, El-Amin, Cerrillo, Norvell, Callahan, Beachy, Emerick, Beachy (8)
Nay: (0)

Abstain: (0)
Absent: Skjefte (1)

RECOGNITIONS

Roosevelt High School was honored for receiving the designation of 2025 Special Olympics North America National Banner School.

PUBLIC COMMENTS

Comments were heard from members of the public.

RECESS

A recess was taken.

REPORTS AND RECOMMENDATIONS FROM THE SUPERINTENDENT OF SCHOOLS

Superintendent Dr. Sayles-Adams and staff provided presentations on the following topics:

- a. Presentation and Updates
 - Superintendent's Update
 - Enrollment Update

No action was taken on these informational items.

ACTION ITEMS BY THE BOARD OF EDUCATION

Approval of the Consent Agenda

Abdi moved to approve the consent agenda. Callahan seconded the motion. The consent agenda included the following items:

Acceptance of Minutes

- Sept. 9, 2025 Regular Business Meeting

Human Resources Transactions

- Approval of List A personnel matters (2025-10-ER-A)
- Approval of List B personnel matters (2025-10-ER-B)

Acceptance of Gifts and Donations

- Acceptance of Gifts and Donations October 2025 (2025-0048, except item 2025-49 which was removed from the consent agenda for individual consideration)

Contracts

- Amendment to contract (2025-4400003049) with Bloomington Electric Company

- Amendment to contract (2025-4400003081) with Indrotec.
- Amendment to contract (2025-4400003239) with Indrotec
- Contract with Archer Mechanical (2025-4400003350)
- Contract with Augsburg University, Minnesota Urban Debate League (440000TBD)
- Contract with Everway LLC (2025-4400003361)
- Contract with Johnson Litho Printing (2025-4400003377)
- Contract with Mulcahy (2025-440000TBD)
- Contract with T-Mobile (2025-4400000TBD)

Agreements

- Green Central Community Ed MOU (2025-0046)
- MURA Robotics at Lincoln Lease (2025-0047)

Authorizations

- Authorizing cooperative athletic team actions and filings with Minnesota State High School League (MSHSL) (2025-0049)

On a roll call vote, the motion to approve the consent agenda was adopted with the following result:

Aye: Abdi, El-Amin, Cerillo, Norvell, Callahan, Ellison, Beachy, Emerick (8)
 Nay: (0)
 Abstain: (0)
 Absent: Skjefte (1)

Gifts and Donations Item 2025-49

Callahan moved to approve Gifts and Donations item 2025-49 (cash gift to Lake Harriet Community School). Ellison seconded the motion. On a roll call vote, the motion to accept the gift was adopted with the following result:

Aye: Abdi, Cerillo, Callahan, Norvell, Ellison, Beachy, (6)
 Nay: El-Amin, Emerick (2)
 Abstain: (0)
 Absent: Skjefte (1)

Resolution Revising Policy 5741: Special Education Placement (SEPP) (2025-0044)

Norvell moved to approve Resolution Revising Policy 5741: Special Education Placement (SEPP) (2025-0044)

Emerick moved to amend the resolution by updating the age of services to 22, replacing the term 'special needs' to 'special education needs' and by removing the phrase 'like general education students'. Callahan seconded the motion.

On a roll call vote, the motion to amend the resolution was adopted with the following result:

Aye: Abdi, El-Amin, Cerrillo, Callahan, Norvell, Beachy, Emerick, Beachy (8)
Nay: (0)
Abstain: (0)
Absent: Skjefte (1)

On a roll call vote, the motion to approve the amended resolution was adopted with the following result:

Aye: Abdi, El-Amin, Cerrillo, Norvell, Callahan, Beachy, Emerick, Beachy (8)
Nay: (0)
Abstain: (0)
Absent: Skjefte (1)

Resolution regarding a definition and next steps for the transformation process (2025-0045)

Ellison moved to approve the Resolution Revising Policy 5741: Special Education Placement (SEPP) (2025-0044).

Abdi moved to amend resolution language to include 'Heritage Language Programs' on item 7 of the resolution. Emerick seconded the motion.

On a roll call vote, the motion to amend the resolution by including 'Heritage Language Programs' on item 7, was adopted with the following result:

Aye: Abdi, El-Amin, Cerrillo, Norvell, Callahan, Beachy, Emerick, Beachy (8)
Nay: (0)
Abstain: (0)
Absent: Skjefte (1)

Director Emerick moved to amend the resolution to replace the term 'sweet spot' with 'efficient at 70-89% capacity'.

On a roll call vote, the motion to amend the resolution by replacing the term 'sweet spot' with 'efficient at 70-89% capacity', was not adopted with the following result:

Aye: Callahan, Emerick. (2)
Nay: Abdi, El-Amin, Cerrillo, Norvell, Ellison, Beachy. (6)

Abstain: (0)
Absent: Skjefte (1)

On a roll call vote, the motion to approve the amended resolution was adopted with the following result:

Aye: Abdi, El-Amin, Cerrillo, Callahan, Norvell, Ellison, Beachy (7)
Nay: Emerick. (1)
Abstain: (0)
Absent: Skjefte (1)

REPORTS FROM BOARD OF EDUCATION DIRECTORS

The following directors and student representatives provided reports:

- Norvell
- Abdi
- Cerrillo
- El-Amin

ADJOURNMENT

Without objection, Chair Beachy adjourned the meeting at 7:53 p.m.

Secretary Notations:

- Minutes submitted by Nandi Solórzano O'Brien, Assistant Clerk
- Meeting materials:
<https://meetings.boardbook.org/Public/Agenda/1807?meeting=711153>
- Minutes approved: Nov. 18, 2025

Approvals:

Collin Beachy, Chair

Lori Norvell, Clerk

Draft

Minneapolis Public Schools

List A: All Employees: Tuesday, November 18, 2025

Hiring - Licensed

Nathan Bautista	Bethune Elementary	Teacher, Elementary	10/31/2025
Rachael Flanery	Camden High	Teacher, TOSA General	11/10/2025
Aron Ghirmai	Sanford Middle	Teacher, Social Studies	9/15/2025
Tami Jenkins	North High	Teacher, Physical Education	10/20/2025
Goldee Karako	Bethune Elementary	Teacher, Interventionist (Elementary)	11/10/2025
Kristin Nelson	Barton Elementary	Teacher, Special Education (DCD-MM)	11/6/2025
Vincent Patton	South High	Teacher, World Languages (Ojibwe)	10/20/2025
Tami Peterson	Dowling Elementary	Teacher, Special Education (DCD-MM)	10/27/2025
Kimberly Pruitt	Transition Plus	Teacher, Work Experience Coordinator	10/27/2025
Ann Zenor	Justice Page Middle	Teacher, Special Education (SERT)	8/10/2025

Hiring - Non Licensed

Kristen Bullard	Minneapolis Kids	Child Care Assistant	9/4/2025
Kobe Gourneau	Check & Connect	Student Support Specialist	10/27/2025
Allison Gudbjartsson	AVID	AVID Assistant	10/13/2025
Amelia Hartzberg	Transition Plus	Special Education Assistant (Program)	11/10/2025
Nastaaja Johnson-Buck	Check & Connect	Student Support Specialist	11/5/2025
Teranay Lee	River Bend Education Center	Associate Educator	9/29/2025
Edinson Osorio Mercado	Dowling Elementary	Special Education Assistant (Program)	11/3/2025
Corjonna Rice	Transition Plus	Security Monitor	11/3/2025
Mildred Roper	Andersen Middle	Associate Educator	10/20/2025
Rashaun Sivels	Seward Elementary	School Success Program Assistant	10/27/2025
Kyuana Wilson	Engineers, Zone 2	Custodian	7/25/2025

Discharges

Licensed

Non-Licensed

Child Care Assistant	10-28-2025	2025-11-ER-8003
Special Education Assistant	11-06-2025	2025-11-ER-8000
Associate Educator	10-28-2025	2025-11-ER-7962

Non-Represented

Probationary Separations

Licensed

Teacher	11-26-2025	2025-11-ER 7973
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Non-Licensed

Special Education Assistant	09-13-2025	2025-11-ER-7858
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Staff Reduction, Licensed

Staff Reduction, Non-Licensed

Discontinuance of Contract

Discontinuance of Contract, Licensed,

Discontinuance of Contract, Non-Licensed,

Layoffs

Licensed

Non-Licensed

Administrative Contract Non-Renewals

Acceptance of Gifts and Donations

November 2025

Description	Value	Terms/Restrictions	Donor	ID
Cash gift to KBEM Radio	\$15,000.00	For KBEM/Jazz 88.5	Greg McNeely Fund	KBEM-15
Cash gift to KBEM Radio	\$1,000.00	For KBEM/Jazz 88.5	Jurgens Family Perspective Fund	KBEM-16
Cash gift to KBEM Radio	\$10,000.00	For KBEM/Jazz 88.5	Dianne Holden	KBEM-17
Cash gift to KBEM Radio	\$2,500.00	For KBEM/Jazz 88.5	Jennie Eukel	KBEM-18
Cash gift to KBEM Radio	\$2,500.00	For KBEM/Jazz 88.5	Dave Grout	KBEM-19
Cash gift to KBEM Radio	\$2,400.00	For KBEM/Jazz 88.5	Debra Teuchert	KBEM-20
Cash gift to KBEM Radio	\$2,240.00	For KBEM/Jazz 88.5	Crooners	KBEM-21
Cash gift to KBEM Radio	\$1,648.30	For KBEM/Jazz 88.5	Richard Cohn	KBEM-22
Cash gift to KBEM Radio	\$1,638.12	For KBEM/Jazz 88.5	Daniel Sigelman	KBEM-23
Cash gift to KBEM Radio	\$1,620.00	For KBEM/Jazz 88.5	Dakota	KBEM-24
Cash gift to KBEM Radio	\$1,500.00	For KBEM/Jazz 88.5	Steven Krikava	KBEM-25
Cash gift to KBEM Radio	\$1,500.00	For KBEM/Jazz 88.5	Will Jensen	KBEM-26
Cash gift to KBEM Radio	\$1,500.00	For KBEM/Jazz 88.5	Eric Sorensen	KBEM-27
Cash gift to KBEM Radio	\$1,478.12	For KBEM/Jazz 88.5	Kristine Heykants	KBEM-28

Acceptance of Gifts and Donations

November 2025

Description	Value	Terms/Restrictions	Donor	ID
Cash gift to KBEM Radio	\$1,239.00	For KBEM/Jazz 88.5	Brian Turner	KBEM-29
Cash gift to KBEM Radio	\$1234.56	For KBEM/Jazz 88.5	ElsaFrettem	KBEM-30
Cash gift to KBEM Radio	\$1030.30	For KBEM/Jazz 88.5	Scooter Wisdom	KBEM-31
Cash gift to KBEM Radio	\$1030.30	For KBEM/Jazz 88.5	Peter Dascoli	KBEM-32
Cash gift to KBEM Radio	\$1030.30	For KBEM/Jazz 88.5	Kelly Palmer	KBEM-33
Cash gift to KBEM Radio	\$1030.30	For KBEM/Jazz 88.5	RickGraves	KBEM-34
Cash gift to KBEM Radio	\$1,000.00	For KBEM/Jazz 88.5	Richard and Deborah McNeil	KBEM-35
Cash gift to KBEM Radio	\$1,000.00	For KBEM/Jazz 88.5	Peter Eisenberg	KBEM-36
Cash gift to KBEM Radio	\$1,000.00	For KBEM/Jazz 88.5	Bruce Jacobs	KBEM-37
Cash gift to KBEM Radio	\$1,000.00	For KBEM/Jazz 88.5	Lisa Richardson	KBEM-38
Cash gift to KBEM Radio	\$1,000.00	For KBEM/Jazz 88.5	Kyle Kossol	KBEM-39
Cash gift to KBEM Radio	\$1,000.00	For KBEM/Jazz 88.5	JolineGitis	KBEM-40
Cash gift to KBEM Radio	\$1,000.00	For KBEM/Jazz 88.5	Richard Baker	KBEM-41
Cash gift to KBEM Radio	\$1,000.00	For KBEM/Jazz 88.5	Megan Meyer	KBEM-42
Cash gift to KBEM Radio	\$1,000.00	For KBEM/Jazz 88.5	Tim Faricy	KBEM-43

Acceptance of Gifts and Donations

November 2025

Description	Value	Terms/Restrictions	Donor	ID
Cash gift to KBEM Radio	\$1,000.00	For KBEM/Jazz 88.5	John Windhorst	KBEM-44
Cash gift to KBEM Radio	\$875.00	For KBEM/Jazz 88.5	Mn Orchestra	KBEM-45
Cash gift to KBEM Radio	\$750.00	For KBEM/Jazz 88.5	Timothy Johnson	KBEM-46
Cash gift to KBEM Radio	\$750.00	For KBEM/Jazz 88.5	John and Dianne Fenyk	KBEM-47
Cash gift to KBEM Radio	\$690.12	For KBEM/Jazz 88.5	Alex Bacon	KBEM-48
Cash gift to KBEM Radio	\$669.80	For KBEM/Jazz 88.5	Christopher Olson	KBEM-49
Cash gift to KBEM Radio	\$638.90	For KBEM/Jazz 88.5	Dennis Anderson	KBEM-50
Cash gift to KBEM Radio	\$600.00	For KBEM/Jazz 88.5	Hopkins center	KBEM-51
Cash gift to KBEM Radio	\$600.00	For KBEM/Jazz 88.5	Robert Cochrane	KBEM-52
Cash gift to KBEM Radio	\$582.12	For KBEM/Jazz 88.5	Joel Kleschold	KBEM-53
Cash gift to KBEM Radio	\$540.00	For KBEM/Jazz 88.5	Emily Parks	KBEM-54
Cash gift to KBEM Radio	\$515.30	For KBEM/Jazz 88.5	Cindy Garretson	KBEM-55
Cash gift to KBEM Radio	\$515.30	For KBEM/Jazz 88.5	Michael & Jean Oberle	KBEM-56
Cash gift to KBEM Radio	\$515.30	For KBEM/Jazz 88.5	Vincent Peterson	KBEM-57
Cash gift to KBEM Radio	\$515.30	For KBEM/Jazz 88.5	Connie Evingson	KBEM-58

Acceptance of Gifts and Donations

November 2025

Description	Value	Terms/Restrictions	Donor	ID
Cash gift to KBEM Radio	\$515.30	For KBEM/Jazz 88.5	Jeffrey Sugarman	KBEM-59
Cash gift to KBEM Radio	\$515.30	For KBEM/Jazz 88.5	Marilyn Raveling	KBEM-60
Cash gift to KBEM Radio	\$515.30	For KBEM/Jazz 88.5	Barbara McIlrath	KBEM-61
Cash gift to KBEM Radio	\$515.30	For KBEM/Jazz 88.5	Kevin Kutter	KBEM-62
Cash gift to KBEM Radio	\$500.00	For KBEM/Jazz 88.5	William Gregory	KBEM-63
Cash gift to KBEM Radio	\$500.00	For KBEM/Jazz 88.5	Michele Beardsley	KBEM-64
Cash gift to KBEM Radio	\$500.00	For KBEM/Jazz 88.5	Timothy Christian	KBEM-65
Cash gift to KBEM Radio	\$500.00	For KBEM/Jazz 88.5	Carmen Coyle	KBEM-66
Cash gift to KBEM Radio	\$500.00	For KBEM/Jazz 88.5	Joseph Holien	KBEM-67
Cash gift to KBEM Radio	\$500.00	For KBEM/Jazz 88.5	THOMAS Gilde	KBEM-68
Cash gift to KBEM Radio	\$500.00	For KBEM/Jazz 88.5	Christine Mounts	KBEM-69
Cash gift to KBEM Radio	\$500.00	For KBEM/Jazz 88.5	William Linscott	KBEM-70
Cash gift to KBEM Radio	\$500.00	For KBEM/Jazz 88.5	Carla Brown	KBEM-71
Cash gift to KBEM Radio	\$500.00	For KBEM/Jazz 88.5	Jason Checky	KBEM-72
Cash gift to KBEM Radio	\$3,050.00	For KBEM/Jazz 88.5	Chuck Bowers	KBEM-73

Acceptance of Gifts and Donations

November 2025

Description	Value	Terms/Restrictions	Donor	ID
Cash gift to KBEM Radio	\$500.00	For KBEM/Jazz 88.5	Marilyn Miller	KBEM-74
Cash gift to KBEM Radio	\$500.00	For KBEM/Jazz 88.5	Linda Bruemmer	KBEM-75
Cash gift to MPS	\$22,500.00	Uniforms and hygiene products for Las Estrellas Elementary	Uplift North	MPS-52
Baby Grand Piano	\$35,000.00	For Kenny School	Daniel Goldschmidt	MPS-54

AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND
Riverside Plaza Tenants Association

This Amendment (“Amendment”) to the Contract between Special School District No. 1 and Riverside Plaza Tenants Association dated 7/1/2025 (“Contract”) is made and entered into by and between Special School District No.1 (“District”) and Riverside Plaza Tenants Association (“Contractor”) (collectively “parties”).

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law (“District”) and Riverside Plaza Tenants Association (“Contractor”) entered into a contract titled CONTRACT FOR SERVICES for a period between 7/1/2025 through 6/30/2026 (“Contract”), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: 4400003055

1. *Original contract amount: \$430,379.42*
2. *Accumulative contract amount: \$481,815.00*

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

Section 3.1: District’s total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed \$481,815.00. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

Description: Riverside Plaza Tenants Association's scope of work has not changed. However, the dollar amount of the contract has been increased based on the total contact hours and the rate calculated by the State of MN for the FY25-26 to continue providing adult education and English language services to the significant adult immigrant population.

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

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SPECIAL SCHOOL DISTRICT NO. 1

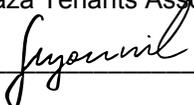
Signature: _____

Name: Melissa Sonnek

Title: Senior Academic Officer

Date: _____

Riverside Plaza Tenants Association:

Signature:  _____

Name: Seyou Nurie

Title: Program Coordinator, Education

Date: 11/06/2025



MINNEAPOLIS
PUBLIC SCHOOLS

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CONTRACT FOR SERVICES – \$25,000 above

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

TERM OF CONTRACT

- 1.1 This Contract is effective on 08/11/2025 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2026, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District’s Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor’s OWN RISK and as a volunteer.

2 SCOPE OF WORK

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

3 CONSIDERATION AND TERMS OF PAYMENT

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



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3.1 *Total Obligation*

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed **\$443,315**. 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: Department of Academics
Attn: Melissa Sonnek
Address: 1250 W Broadway, Minneapolis, MN 55411
Email: melissa.sonnek@mpls.k12.mn.us

CONTRACTOR

David Hoy & Associates; Sandy Hoy
Phone: 763-370-0940
Address: 8401 Wayzata Blvd., Suite #150, Golden Valley, MN 55426
Email: sandy@davidhoy.com

ACKNOWLEDGMENT

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



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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.

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SPECIAL SCHOOL DISTRICT NO. 1

Signature: ms

Name: Melissa Sonnek

(Printed)

Title: Senior Academic Officer

Date: 8/5/25

CONTRACTOR NAME

Signature: SMHoy

Name: Sandra M. Hoy (Printed)

Title: Chief Financial Officer

Date: 07/29/2025

Exhibit A:

Deliverables:

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

Service Outcome:

- A. Community Partner. PROVIDER shall apply and become certified as a Minneapolis Public Schools Community Partner prior to providing any services under this contract and provide evidence of certification.
- B. Instructional Services. PROVIDER shall provide educational services to students which services are reasonably calculated to help students achieve, as a minimum goal, one year's growth as determined by the standardized test that the nonpublic school uses. DISTRICT expects PROVIDER to provide accelerated instruction that assists students in achieving a gain greater than one year's expected growth.
- C. Tutor Absences. PROVIDER shall make a good faith effort to provide a substitute teacher/tutor for any absence by the originally scheduled teacher/tutor only for any absence over three days, or as agreed upon by DISTRICT and/or nonpublic school officials.
- D. Family Communication. PROVIDER shall ensure families are notified regarding their child's eligibility for service and provided information regarding their child's progress including, but not limited to the following:
 1. PROVIDER shall notify families of their child's Title I eligibility in the form of a MPS Title I Parent Notification Letter by October 18th, 2025.
 2. Families of students who are identified as eligible for and provided Title I services after October 18th, 2025 will be notified via letter by PROVIDER no more than two weeks after PROVIDER has received notice of the student's Title I eligibility.
 3. PROVIDER will hold an annual MPS Title I Parent/Family Information Meeting with parents of Title I students by October 18th, 2025.
 4. PROVIDER will give written progress reports and results of any testing it administered to that student at quarterly intervals to the student's parent/guardian at a minimum of four (4) times per year.
 5. PROVIDER shall attend nonpublic school conferences and other scheduled school/family events whenever practicable. These services shall be billed as instructional services.

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

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

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

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

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

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

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

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

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

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

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

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

1. PROVIDER shall submit to the DISTRICT appropriate documentation of MPS Title I Parent/Family meetings such as MPS Title I flyers, sign-in sheets, and parent/student surveys upon request.
2. PROVIDER shall submit to the DISTRICT copies of written progress reports and results of any testing it administered to students upon request.
3. Beginning September 2025, PROVIDER shall submit its invoices by the 15th of each month following services to DISTRICT in the previous month as described in Exhibit A of this contract, including daily attendance records.
4. PROVIDER shall maintain proper and current documentation, including but not limited to: annual background checks; a list of approved tutors, employees, and/or agents providing services to students; schedules for services provided to each nonpublic school site, daily records of student services rendered including the name and address of student; the name of the PROVIDER'S tutor, employee, and/or agents who rendered the service; and the amount of time of such service.

Method of Evaluation:

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

Fees:

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

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



C. Invoices. PROVIDER shall submit an invoice on its organizational letterhead for each month of service. From September 15, 2025 to June 15, 2026 PROVIDER shall submit invoices by the 15th of the month following the previous month of service for which it is billing DISTRICT based on the hourly rates listed above and listed in Exhibit B. Invoices must delineate services provided and fees billed for instructional services, family involvement services, professional development services, and administration services for each nonpublic school. PROVIDER shall submit its final invoice for fiscal year 2025-26 so that it is received by DISTRICT no later than July 9, 2026. PROVIDER understands that DISTRICT will make no payment on any invoice for the 2025-26 fiscal year if it receives after invoices July 10, 2026. DISTRICT reserves the right to request additional information from PROVIDER.

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

1. Names of the school(s) where the service was provided;
2. Name of student(s) served;
3. Date(s) of service;
4. A detailed summary of the services provided;
5. Number of students served per week;
6. Number of minutes of service per student per session;
7. Subject area of service provided to student (e.g., math, reading, etc.);
8. Monthly expenses per school category (Instructional Services, Professional Development, and/or Administration);
9. Total expenditures for each school for the year.

D. Payment. DISTRICT shall pay PROVIDER within thirty (30) days of receipt of each complete invoice submitted in compliance with this Contract. DISTRICT does not pay in advance for services.

E. Allowable Costs: For the purposes of this Contract, costs are defined by the DISTRICT as:

1. Instructional: PROVIDER costs for teacher and instructional aide salaries, including fringe benefits; instructional materials, including items such as books, computers and software for student use, workbooks, and supplies.
2. Administrative: PROVIDER costs incurred to administer the program, including but not limited to: salaries and fringe benefits of the Director, computer assistants, area supervisors, and support staff; office rent and utilities; office equipment and supplies; postage and mailings; telephone; travel; special capital expenses; professional development for Title I teachers and supervisors who are employees of the PROVIDER; and the PROVIDER'S fee.
3. Professional Development: PROVIDER costs incurred to provide professional development activities to the private school teachers of active students.

F. Site and Service Limits. The sites to be serviced by PROVIDER are listed in Exhibit B and incorporated herein. DISTRICT shall not pay an amount greater than what is listed in Exhibit B per school and shall not pay an amount greater than what is delineated by each particular budget line for services at each listed school.

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EXHIBIT B: PAYMENT TERMS

Site and Service Limits (David Hoy and Associates 2025-2026)

School	Services to be Provided	Number of Title I Instructional Hours	Title I	Estimated # of Family Inv. Hours	Title I Family Involvement	Total
Ascension	Academic Services	1501.1	\$236,364			
Cristo Rey	Academic Services	741.9	\$116,819			
Risen Christ	Academic Services	316.5	\$49,832			
REA	10% Admin		\$40,301.50			
Total			\$443,315			
	Hourly Rate	\$ 157.46		Fam Inv. Rate	\$ 150.00	

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1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

SRM: 4400003265

EXHIBIT C: STUDENT DATA PRIVACY

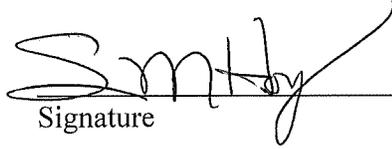
As used in this exhibit, the term “educational data” shall have the meaning ascribed to it under the Minnesota Government Data Practices Act (“MGDPA”), Minn. Stat. § 13.32 as amended.

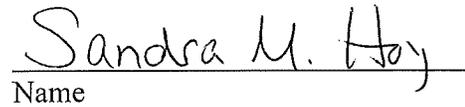
1. Contractor acknowledges that all of the data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing the services described in this Contract is subject to the requirements of the MGDPA, Minn. Stat. ch. 13, and Contractor must comply with those requirements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

8. Unless renewal of the Contract is reasonably anticipated, Contractor shall destroy or return all educational data created, received, or maintained pursuant or incidental to the Contract within 90 days of the expiration of this Contract.
9. Contractor shall abide with all the requirements and restrictions of Minn. Stat. § 13.32, as amended, that pertain to or address technology providers. Contractor shall be considered a “technology provider” for purposes of Section 13.32.

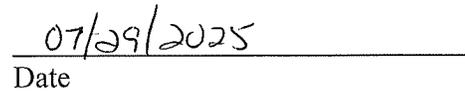
BY SIGNING BELOW, CONTRACTOR ACKNOWLEDGES AND AGREES THAT IT UNDERSTANDS THE TERMS OF THIS EXHIBIT, THAT THESE TERMS ARE PART OF ITS CONTRACT WITH THE DISTRICT, AND THAT IT AGREES TO BE BOUND BY AND ABIDE BY THESE TERMS.

[CONTRACTOR NAME]


Signature


Name


Title


Date

**AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND
David Hoy and Associates**

This Amendment ("Amendment") to the Contract between Special School District No. 1 and David Hoy and Associates dated 10/23/2019 ("Contract") is made and entered into by and between Special School District No.1 ("District") and David Hoy and Associates ("Contractor") (collectively "parties").

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law ("District") and David Hoy and Associates ("Contractor") entered into a contract titled CONTRACT FOR SERVICES for a period between 8/11/2025 through 6/30/2026 ("Contract"), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: 4400003265

1. *Original contract amount: \$443,315*
2. *Accumulative contract amount: \$461,595*

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

Section 3.1: District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed \$461,595 Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

Description:

Title IV, Part A: Safe and Healthy Students Resources:

Going forward at Risen Christ, we will provide educational and experiential skill-building presentations for teachers, students, and their family members, encompassing information on the following

Title IV topics:

- Bullying, harassment, and sexual abuse prevention
- Community partnerships and student support services
- Comprehensive school mental health support and services
- Culturally responsive teaching and/or implicit bias professional development
- Prevention of drug abuse and violence

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

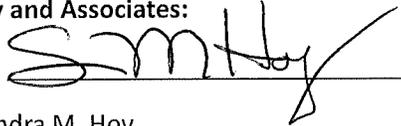
Signature: _____

Name: Melissa Sonnek

Title: Senior Academic Officer

Date: _____

David Hoy and Associates:

Signature:  _____

Name: Sandra M. Hoy

Title: Chief Financial Officer

Date: 10/23/2025

AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND
English Language Center

This Amendment (“Amendment”) to the Contract between Special School District No. 1 and English Language Center dated 7/1/2025 (“Contract”) is made and entered into by and between Special School District No.1 (“District”) and English Language Center (“Contractor”) (collectively “parties”).

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law (“District”) and English Language Center (“Contractor”) entered into a contract titled CONTRACT FOR SERVICES for a period between 7/1/2025 through 6/30/2026 (“Contract”), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: 4400003066

1. *Original contract amount: \$457,463.08*
2. *Accumulative contract amount: \$484,556.53*

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

Section 3.1: District’s total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed \$484,556.53 Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

Description: English Language Center’s scope of work has not changed. However, the dollar amount of the contract has been increased based on the total contact hours and the rate calculated by the State of MN for the FY25-26 to continue providing adult education and English language services to the significant adult immigrant population.

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

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SPECIAL SCHOOL DISTRICT NO. 1

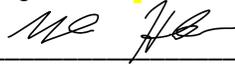
Signature: _____

Name: Melissa Sonnek

Title: Senior Academic Officer

Date: _____

English Language Center:

Signature:  _____

Name: Michael Huffman

Title: Executive Director, Our Saviors Community Services

Date: 11/5/25 _____

AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND
Learning In Style

This Amendment (“Amendment”) to the Contract between Special School District No. 1 and Learning In Style dated 7/1/2025 (“Contract”) is made and entered into by and between Special School District No.1 (“District”) and Learning In Style (now fiscally sponsored by ACCOLA) (“Contractor”) (collectively “parties”).

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law (“District”) and Learning In Style (“Contractor”) entered into a contract titled CONTRACT FOR SERVICES for a period between 7/1/2025 through 6/30/2026 (“Contract”), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: New Contract# 4400003415 (4400003068)

1. *Original contract amount:* \$123,447.26
2. *Accumulative contract amount:* \$150,376.42

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

Section 3.1: District’s total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed \$150,376.72 Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

Description: Learning In Style transitioned its fiscal sponsorship from the Sisters of St. Joseph Carondelet Centre (Vendor #11132) to ACCOLA (Vendor #19752).

We acknowledge an internal administrative error: Contract #4400003068 and PO #2100094693 were incorrectly established under the former sponsor's vendor ID.

To formally update and correct the legal entity and TIN to ACCOLA, a new contract number has been created in the system.

1. **Change in Fiscal Sponsor/Legal Entity.**

The Parties agree that all administrative information related to the Contract, including the vendor name and Taxpayer Identification Number (TIN) associated with Contract #4400003068, shall be updated to reflect the new fiscal sponsor:

New Fiscal Sponsor/Legal Entity: ACCOLA

New Vendor ID: 19752

New Contract # 400003415

2. Amendment to Contract Compensation.

Learning In Style's scope of work has not changed. However, the dollar amount of the contract has been increased based on the total contact hours and the rate calculated by the State of MN for the FY25-26 (8.82) to continue providing adult education and English language services to the significant adult immigrant population.

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

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SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Melissa Sonnek

Title: Senior Academic Officer

Date: _____

Learning In Style:

Signature: Matt Halley

Name: Matt Halley

Title: President, Accola

Date: 10/9/25



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CONTRACT FOR SERVICES – \$25,000 above

This Contract is entered into between Special School District No. 1, “District”, a special school district created and existing under the laws of Minnesota, and Learning In Style “Contractor” (collectively “parties”) to provide Adult Education and English Language Services to the significant adult immigrant population, English Language Learners (level 0-6), and native speakers without a secondary credential. The provider measures results through attendance and test scores at Community Education, Center for Adult Learning at 800 West Broadway.

TERM OF CONTRACT

- 1.1 This Contract is effective on July 01, 2025 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 30, 2026, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District’s Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor’s OWN RISK and as a volunteer.

2 SCOPE OF WORK

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

3 CONSIDERATION AND TERMS OF PAYMENT

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

3.1 Total Obligation



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SRM: 4400003068

Page | 1

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed \$123,447.26. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 Frequency of Invoicing and Terms of Payment

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

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

3.3 Taxes.

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

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

3.4 Fund Availability; Federal Funds Contingency.

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

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

4 GENERAL TERMS AND CONDITIONS

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

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

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

6 BACKGROUND CHECKS

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

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

7 DATA PRIVACY

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

8 OWNERSHIP OF MATERIAL

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

9 USE OF DISTRICT NAME OR LOGO

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

10 INDEPENDENT CONTRACTOR

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

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

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

11 WORKER HEALTH, SAFETY AND TRAINING

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

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

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

13 INSURANCE

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

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

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

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

14 INDEMNIFICATION

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

15 LIMITATION ON LIABILITY

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

16 CONFLICT OF INTEREST/CODE OF ETHICS

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

17 COMPLIANCE WITH LAWS AND DEBARMENT

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

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

18 TERMINATION

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

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

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

19 RETURN OF DATA

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

20 RECORDS MANAGEMENT AND MAINTENANCE

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

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

21 NOTICES/ADMINISTRATION

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

Special School District No. 1

Division: Community Education
Attn: Aviva Hillenbrand
1250 W Broadway
Minneapolis, MN 55411
Email: aviva.hillenbrand@mpls.k12.mn.us

CONTRACTOR

Matt Halley
Phone: (612) 203-1900
Address: 2200 Nicollet Avenue, Minneapolis, MN 55404
Email: mhalley@csjministriesfoundation.org

ACKNOWLEDGMENT

21.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to 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.

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SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Ayon Strack

(Printed)

Title: Asst. to the Superintendent and Board

Date: 6/13/2025

CONTRACTOR NAME

Signature: Matt Halley

Name: Matt Halley

(Printed)

Title: Executive Director

Date: 5/12/25



Exhibit A:

Deliverables:

Learning In Style will provide Adult Education and English Language Services to adult immigrants, English Language Learners (ELL) at levels 0-6, and native English speakers lacking secondary credentials. Service delivery shall be conducted year-round, with class schedules adjusted to accommodate documented student needs. Student attendance and academic performance, as measured by standardized assessments, shall be recorded and tracked within a state-approved Student Information Database (SID). Consortium fund distribution shall be based on an estimated reimbursement rate of \$9.60 per contact hour, calculated from the prior fiscal year (FY). It is expressly understood that the total fund distribution derived from this calculation constitutes an estimate. Learning In Style is a member of a six-member consortium for which Minneapolis Public Schools serves as the fiscal agent, acting as a pass-through for funds allocated by the Minnesota Department of Education.

Service Outcome:

Learning In Style will ensure the development and implementation of a Personal Education Plan for each student, serving as a framework for Adult Basic Education (ABE) activities and facilitating the tracking of progress toward individual personal, educational, and/or occupational goals. Learning In Style shall verify that all students enrolled in ABE activities are beyond the age of compulsory school attendance and are not concurrently enrolled in any elementary or secondary school program. Furthermore, student evaluations shall be conducted every 40 completed program hours, with the expectation that students demonstrate measurable level gains in their respective content areas of study.

Method of Evaluation:

The Contractor will utilize a state-approved information database for the recording and tracking of student attendance and assessment results, specifically CASAS and TABE. Assessment schedules shall be implemented with site-specific variations, ensuring multiple testing opportunities throughout the year. Initial student evaluations shall be conducted upon program entry, with subsequent evaluations administered every 40 student contact hours, adhering to State Adult Basic Education guidelines. Consortium members are required to submit an accurate program performance report, detailing student participation and outcome data from May 1, 2024, to April 30, 2025, in the format prescribed by the Minnesota Department of Education (MDE), no later than June 1st of each year. Furthermore, the Contractor shall accurately and promptly code all Adult Basic Education (ABE) expenditures within the Minneapolis Public Schools (MPS) Uniform Financial Accounting and Reporting Standards (UFARS) report. In instances where the ABE consortium member is not a school district, fiscal year expenditure data shall be submitted to the MDE on a form prescribed by the MDE.



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EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Reimbursements can be requested and processed twice yearly or quarterly, depending on the vendors' preference. Relevant documentation must be submitted with the funds' request – payroll documents, invoices, packing slips, etc.

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EXHIBIT C: STUDENT DATA PRIVACY

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

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

7. Contractor's employees, officers, agents, and sub-contractors, if applicable, shall only be authorized to access educational data if such access is necessary to fulfill their official duties in the performance of this Contract.
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]

M. Halley
Signature

Matt Halley
Name

President
Title

5/12/25
Date

**AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND
Learning Disabilities Association**

This Amendment (“Amendment”) to the Contract between Special School District No. 1 and Learning Disabilities Association dated 11/19/2025 (“Contract”) is made and entered into by and between Special School District No.1 (“District”) and Learning Disabilities Association (“Contractor”) (collectively “parties”).

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law (“District”) and Learning Disabilities Association (“Contractor”) entered into a contract titled CONTRACT FOR SERVICES for a period between 8/11/2025 through 6/30/2026 (“Contract”), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: 4400003263

1. *Original contract amount: \$1,057,500*
2. *Accumulative contract amount: \$1,104,087.80*

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

Section 3.1: District’s total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed \$1,104,087.80 Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

Description:

LDA Minnesota will provide at least one teacher at each school site: Ascension, Pope John Paul II, and Risen Christ.

- Programming will run September 2025 - June 2026.
- Services will be delivered Monday through Friday, according to the available school schedule.
- LDA’s staff will utilize evidence-based practices for multilingual learners in 1:1 or small group instruction.

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

(The remainder of this page intentionally left blank.)

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Melissa Sonnek

Title: Senior Academic Officer

Date: _____

Learning Disabilities Association:

Signature: 

Name: Martha Moriarty

Title: Executive Director

Date: 11/11/2025



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 Learning Disabilities Association “Contractor” (collectively “parties”) to provide Title I instructional services to eligible students at DeLaSalle High School, Our Lady of Peace, Trinity, St. Helena, and Title I and III instructional services to Risen Christ, Pope John Paul II

TERM OF CONTRACT

- 1.1 This Contract is effective on 8/11/2025 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 6/30/2026, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District’s Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor’s OWN RISK and as a volunteer.

2 SCOPE OF WORK

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

3 CONSIDERATION AND TERMS OF PAYMENT

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

3.1 *Total Obligation*



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District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed \$1,057,500. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 Frequency of Invoicing and Terms of Payment

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

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

3.3 Taxes.

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

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

3.4 Fund Availability; Federal Funds Contingency.

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

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

4 GENERAL TERMS AND CONDITIONS

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

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

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

6 BACKGROUND CHECKS

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

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

7 DATA PRIVACY

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

8 OWNERSHIP OF MATERIAL

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

9 USE OF DISTRICT NAME OR LOGO

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

10 INDEPENDENT CONTRACTOR

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

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

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

11 WORKER HEALTH, SAFETY AND TRAINING

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

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

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

13 INSURANCE

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

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

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

14 INDEMNIFICATION

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

15 LIMITATION ON LIABILITY

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

16 CONFLICT OF INTEREST/CODE OF ETHICS

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

17 COMPLIANCE WITH LAWS AND DEBARMENT

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

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

18 TERMINATION

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

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

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

19 RETURN OF DATA

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

20 RECORDS MANAGEMENT AND MAINTENANCE

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

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

21 NOTICES/ADMINISTRATION

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

Special School District No. 1

Division: Department of Academics
Attn: Melissa Sonnek, Senior Academic Officer
1250 W Broadway
Minneapolis, MN 55411
Email: melissa.sonnek@mpls.k12.mn.us

CONTRACTOR

Learning Disabilities Association; Martha Moriarty
Phone: 952-582-6001
Address: 5101 Olson Memorial Highway, Suite 6000, Minneapolis, MN 55422
Email: mm@ldaminnnesota.org

ACKNOWLEDGMENT

- 21.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to 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.

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SPECIAL SCHOOL DISTRICT NO. 1

Signature: 

Name: Melissa Sonnek

(Printed)

Title: Senior Academic Officer

Date: 8/4/25

CONTRACTOR NAME

Signature: 

Name: Martha Moriarty

(Printed)

Title: Executive Director

Date: 7/29/2025

Exhibit A:

Deliverables:

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

Service Outcome:

A. Community Partner. PROVIDER shall apply and become certified as a Minneapolis Public Schools Community Partner prior to providing any services under this contract and provide evidence of certification.

B. Instructional Services. PROVIDER shall provide educational services to students which services are reasonably calculated to help students achieve, as a minimum goal, one year's growth as determined by the standardized test that the nonpublic school uses. DISTRICT expects PROVIDER to provide accelerated instruction that assists students in achieving a gain greater than one year's expected growth.

C. Tutor Absences. PROVIDER shall make a good faith effort to provide a substitute teacher/tutor for any absence by the originally scheduled teacher/tutor only for any absence over three days, or as agreed upon by DISTRICT and/or nonpublic school officials.

D. Family Communication. PROVIDER shall ensure families are notified regarding their child's eligibility for service and provided information regarding their child's progress including, but not limited to the following:

1. PROVIDER shall notify families of their child's Title I eligibility in the form of a MPS Title I Parent Notification Letter within 4 weeks of start of service
2. Families of students who are identified as eligible for and provided Title I services within 4 weeks of start of service will be notified via letter by PROVIDER no more than two weeks after PROVIDER has received notice of the student's Title I eligibility.
3. PROVIDER will hold an annual MPS Title I Parent/Family Information Meeting with parents of Title I students within 6 weeks of start of service.
4. PROVIDER will give written progress reports and results of any testing it administered to that student at quarterly intervals to the student's parent/guardian at a minimum of four (4) times per year.
5. PROVIDER shall attend nonpublic school conferences and other scheduled school/family events whenever practicable. These services shall be billed as instructional services.

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

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

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

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

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

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

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

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

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

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

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

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

1. PROVIDER shall submit to the DISTRICT appropriate documentation of MPS Title I Parent/Family meetings such as MPS Title I flyers, sign-in sheets, and parent/student surveys upon request.
2. PROVIDER shall submit to the DISTRICT copies of written progress reports and

results of any testing it administered to students upon request.

3. Beginning September 1, 2024, PROVIDER shall submit its invoices by the 15th of each month following services to DISTRICT in the previous month as described in Exhibit A of this contract, including daily attendance records.

4. PROVIDER shall maintain proper and current documentation, including but not limited to: annual background checks; a list of approved tutors, employees, and/or agents providing services to students; schedules for services provided to each nonpublic school site, daily records of student services rendered including the name and address of student; the name of the PROVIDER'S tutor, employee, and/or agents who rendered the service; and the amount of time of such service.

Method of Evaluation:

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

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

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

Fees:

DISTRICT and PROVIDER have agreed that the PROVIDER's rate for a 1.0 full time equivalent (FTE) for Title I instructional services and Title III services is \$100,800 which equals an hourly rate of \$70.00. It is understood that a 1.0 FTE is equal to 40 hours per week for 36 weeks which includes but is not limited

to instructional services, instructional preparation, consultation and coordination of Title services, and tutor professional development.

A. Administrative Costs: In all cases described in Exhibit A, the DISTRICT shall pay PROVIDER administrative costs in an amount not exceeding 10% of the total for Title I instructional services.

B. Family Involvement Costs. DISTRICT shall pay PROVIDER \$150.00 per hour for services related to family involvement and family involvement activities. The provision of services related to family involvement is subject to the expectations set forth in Exhibit A.

C. Invoices. PROVIDER shall submit an invoice on its organizational letterhead for each month of service. From August 15, 2025 to July 1, 2026 PROVIDER shall submit invoices by the 15th of the month following the previous month of service for which it is billing DISTRICT based on the hourly rates listed above and listed in Exhibit B. Invoices must delineate services provided and fees billed for instructional services, family involvement services, professional development services, and administration services for each nonpublic school. PROVIDER shall submit its final invoice for fiscal year 2025-26 so that it is received by DISTRICT no later than July 9, 2026. PROVIDER understands that DISTRICT will make no payment on any invoice for the 2025-26 fiscal year if it receives after invoices July 15, 2026. DISTRICT reserves the right to request additional information from PROVIDER.

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

1. Names of the school(s) where the service was provided;
2. Name of student(s) served;
3. Date(s) of service;
4. A detailed summary of the services provided;
5. Number of students served per week;
6. Number of minutes of service per student per session;
7. Subject area of service provided to student (e.g., math, reading, etc.);
8. Monthly expenses per school category (Instructional Services, Professional Development, and/or Administration);
9. Total expenditures for each school for the year.

D. Payment. DISTRICT shall pay PROVIDER within thirty (30) days of receipt of each complete invoice submitted in compliance with this Contract. DISTRICT does not pay in advance for services.

E. Allowable Costs: For the purposes of this Contract, costs are defined by the DISTRICT as:

1. Instructional: PROVIDER costs for teacher and instructional aide salaries, including fringe benefits; instructional materials, including items such as books, computers and software for student use, workbooks, and supplies.

2. Administrative: PROVIDER costs incurred to administer the program, including but not limited to: salaries and fringe benefits of the Director, computer assistants, area supervisors, and support staff; office rent and utilities; office equipment and supplies; postage and mailings; telephone; travel; special capital expenses; professional development for Title I teachers and supervisors who are employees of the PROVIDER; and the PROVIDER'S fee.

3. Professional Development: PROVIDER costs incurred to provide professional development activities to the private school teachers of active students.

F. Site and Service Limits. The sites to be serviced by PROVIDER are listed in Exhibit B and incorporated herein. DISTRICT shall not pay an amount greater than what is listed in Exhibit B per school and shall not pay an amount greater than what is delineated by each particular budget line for services at each listed school.

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EXHIBIT B: PAYMENT TERMS

Site & Service Limits (LDA 2025-2026)

School	Services to be Provided	Number of Title I Instructional Hours	Title Funding	Estimated # of Family Inv. Hours	Title I Family Inv. Total	Total
Ascension	Academic Services: Title I	2,886	\$202,016	3	\$450	\$202,466
Ascension REA	10% Admin		\$20,244	0	0	\$20,244
Ascension Total						\$222,690
DeLaSalle	Academic Services: Title I	2,593	\$181,518	2	\$300	\$181,818
DLS REA	10% Admin		\$18,182	0	0	\$18,182
DeLaSalle Total						\$200,000
Our Lady of Peace	Academic Services: Title I	39.4	\$2,759		\$150	\$2,909
Our Lady of Peace REA	10% Admin		\$291	0	0	\$291
Our Lady of Peace Total						\$3,200
Pope John Paul II	Academic Services: Title I	2,156	\$150,950	3	\$450	\$151,400

	Title III Services	57	\$4,000			\$4,000
JPII REA	10% Admin		\$15,540	0	0	\$15,540
Pope John Paul II Total						\$170,940
Risen Christ	Academic Services Title I	3,873	\$271,117	3	\$450	\$271,567
	Title III Services	135	\$9,433			\$9,433
RC REA	10% Admin		\$28,100	0	0	\$28,100
Risen Christ Total						\$309,100
St. Helena	Academic Services: Title I	1,162	\$81,350	3	\$450	\$81,800
StH REA	10% Admin		\$8,180	0	0	\$8,180
St. Helena Total						\$89,980
Trinity	Academic Services: Title I	1,050	\$73,550	3	\$450	\$74,000
Trinity REA	10% Admin		\$7,400	0	0	\$7,400
Trinity Total						\$81,400
Total			\$1,054,890			\$1,057,500
	Hourly Rate	\$70.00		Family Inv. Rate	\$150	

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1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

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SRM: 4400003263

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EXHIBIT C: STUDENT DATA PRIVACY

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

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

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

Martha Moriarty

Name

Executive Director

Title

July 29, 2025

Date

AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND
Somali Success School

This Amendment (“Amendment”) to the Contract between Special School District No. 1 and Somali Success School dated 7/1/2025 (“Contract”) is made and entered into by and between Special School District No.1 (“District”) and Somali Success School (“Contractor”) (collectively “parties”).

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law (“District”) and Somali Success School (“Contractor”) entered into a contract titled CONTRACT FOR SERVICES for a period between 7/1/2025 through 6/30/2026 (“Contract”), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: 4400003072

1. *Original contract amount:* \$1,109,107.74
2. *Accumulative contract amount:* \$1,208,077.92

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

Section 3.1: District’s total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed \$1,208,077.92 Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

Description: Somali Success School ‘s scope of work has not changed. However, the dollar amount of the contract has been increased based on the total contact hours and the rate calculated by the State of MN for the FY25-26 to continue providing adult education and English language services to the significant adult immigrant population.

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

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SPECIAL SCHOOL DISTRICT NO. 1

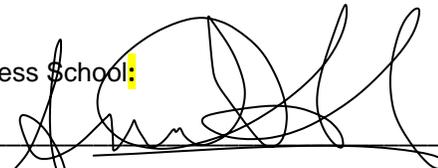
Signature: _____

Name: Melissa Sonnek

Title: Senior Academic Officer

Date: _____

Somali Success School:

Signature: _____


Name: Amal Abdalla

Title: CEO

Date: November 10, 2025

AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND
Summit Academy OIC

This Amendment ("Amendment") to the Contract between Special School District No. 1 and Summit Academy OIC dated 7/1/2025 ("Contract") is made and entered into by and between Special School District No.1 ("District") and Summit Academy OIC ("Contractor") (collectively "parties").

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law ("District") and Summit Academy OIC ("Contractor") entered into a contract titled CONTRACT FOR SERVICES for a period between 7/1/2025 through 6/30/2026 ("Contract"), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: 4400003074

1. *Original contract amount:* \$110,000.00
2. *Accumulative contract amount:* \$116,772.85

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

Section 3.1: District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed \$116,772.85 Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

Description: Summit Academy's scope of work has not changed. However, the dollar amount of the contract has been increased based on the total contact hours and the rate calculated by the State of MN for the FY25-26 to continue providing adult education and English language services to the significant adult immigrant population.

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

(The remainder of this page intentionally left blank.)

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Melissa Sonnek

Title: Senior Academic Officer

Date: _____

Summit Academy OIC:

Signature: Thomas J. Rooney

Name: Thomas J. Rooney

Title: CFO & Treasurer

Date: 11-10-2025



MINNEAPOLIS
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CONTRACT FOR SERVICES – \$25,000 above

This Contract is entered into between Special School District No. 1, “District”, a special school district created and existing under the laws of Minnesota, and Nawayee Center School “Contractor” (collectively “parties”) to provide Native Language Revitalization Grant services to Nawayee Center School.

TERM OF CONTRACT

- 1.1 This Contract is effective on 07/01/2025 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 6/30/2026, 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 \$275,477.60. Contractor shall



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

3.2 Frequency of Invoicing and Terms of Payment

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

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

3.3 Taxes.

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

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

3.4 Fund Availability; Federal Funds Contingency.

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

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

4 GENERAL TERMS AND CONDITIONS

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

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

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

6 BACKGROUND CHECKS

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

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

7 DATA PRIVACY

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

8 OWNERSHIP OF MATERIAL

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

9 USE OF DISTRICT NAME OR LOGO

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

10 INDEPENDENT CONTRACTOR

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

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

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

11 WORKER HEALTH, SAFETY AND TRAINING

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

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

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

13 INSURANCE

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

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

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

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

14 INDEMNIFICATION

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

15 LIMITATION ON LIABILITY

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

16 CONFLICT OF INTEREST/CODE OF ETHICS

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

17 COMPLIANCE WITH LAWS AND DEBARMENT

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

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

18 TERMINATION

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

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

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

19 RETURN OF DATA

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

20 RECORDS MANAGEMENT AND MAINTENANCE

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

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

21 NOTICES/ADMINISTRATION

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

Special School District No. 1

Division: Indian Education
Attn: Jennifer Simon
1250 W Broadway
Minneapolis, MN 55411
Email: Jennifer.Simon@mpls.k12.mn.us

CONTRACTOR

Nawayee Center School
Phone: 612-721-1655
Address: 2421 Bloomington Ave S, Minneapolis, MN 55404
Email: lisa.skjefte@centerschool.org

ACKNOWLEDGMENT

- 21.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to 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



1250 West Broadway Ave. Minneapolis, MN 55411-2533
Phone: 612.668.0000
www.mpls.k12.mn.us
SRM: 4400003457

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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: Melissa Sonnek

(Printed)

Title: Senior Academic Officer

Date: _____

CONTRACTOR NAME

Signature:

Name: Lisa Skjefte

(Printed)

Title: Executive Director

Date: 

Exhibit A:

Deliverables:

Nawayee Center School has received a Native Language Revitalization grant from MDE to expand existing Native Language instruction. As Nawayee is a Contract alternative School under Minneapolis Public Schools, MPS will receive the grant funds from MDE and act as a pass through entity to Nawayee. Nawayee will implement approved grant activities and expenses for the proposed program as follows:

Native Language Revitalization Grant		
\$ 136,992.35		
7/1/24-6/30/25		
BUDGET AMT	FTE	DESCRIPTION FOR BUDGET LINE - PROVIDE ADDITIONAL DETAILS IN BUDGET NARRATIVE FORM
\$ 45,000.00	140	Ojibwe Teacher/ Program Manager
\$ 50,000.00	140	Art Teacher / Ojibwe Apprentice
\$ 10,000.00	110	Executive Director
\$ 10,000.00	110	Accountant
\$ 2,200.00	406	OJIBWE ROSETTA STONE PROJECT- Teachers & student licenses (access granted for 2 years)
\$ 700.00	366	Dakota & Ojibwe Languages Symposium 2025 12 students & 2 Teachers
\$ 2,000.00	899	School Field Trip to Endazhi-Nitaawiging Charter School Red Lake Nation lodging, meals,transporttation 20 students & 4 staff

Native Language Revitalization Grant		
\$ 135,485.25		
7/1/25-6/30/26		
BUDGET AMT	FTE	DESCRIPTION FOR BUDGET LINE - PROVIDE ADDITIONAL DETAILS IN BUDGET NARRATIVE FORM
\$ 45,000.00	140	Ojibwe Teacher/ Program Manager
\$ 50,000.00	140	Art Teacher / Ojibwe Apprentice
\$ 10,000.00	110	Executive Director
\$ 10,000.00	110	Accountant
\$ 1,500.00	366	Dakota & Ojibwe Languages Symposium 2025 12 students & 2 Teachers
\$ 2,000.00	899	School Field Trip to Endazhi-Nitaawiging Charter School Red Lake Nation lodging, meals,transporttation 20 students & 4 staff

If there are amendments or changes to the grant scope or budget, Nawayee will work with MDE to create a new budget and share the updated correspondences and files with MPS Finance. The MPS Amendment process should also be followed.

Service Outcome:

Nawayee will complete grant programming by 6/30/2026 as stated in the grant contract.

Method of Evaluation:

MPS Dept of Indian Education will confirm that grant activities have been completed as described in the Nawayee grant application.

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Nawayee will invoice MPS on a monthly basis with a description of work for invoice within approved grant parameters.

[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

Lisa Skjefte

Name

Executive Director

Title

11/03/2025

Date



CONTRACT FOR GOODS – above \$50,000

This Contract is entered into between Special School District No. 1, “District”, a special school district created and existing under the laws of Minnesota, and Everway LLC “Contractor” (collectively “parties”) to provide Read & Write Subscription for the Special Education students.

1 TERM OF CONTRACT

- 1.1 This Contract is effective on September 16, 2025 or the date of the last signature of the parties, whichever is later, and shall remain in effect until September 15, 2028, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2 Contractor understands that **NO WORK SHOULD BEGIN UNDER THIS CONTRACT** until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District’s Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor’s OWN RISK and as a volunteer.

2 SCOPE OF WORK

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

3 CONSIDERATION AND TERMS OF PAYMENT

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

3.1 *Total Obligation*

District's total obligation to Contractor/Vendor under this Contract, including compensation for goods, and/or services, and reimbursable expenses (if applicable), shall not exceed \$185,892.26. Contractor/Vendor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 *Frequency of Invoicing and Terms of Payment*

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

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

3.3 *Taxes.*

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

respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

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

4 INSPECTION OF GOODS & REJECTION

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

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

5 RISK OF LOSS

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

6 TITLE

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

7 FORCE MAJEURE

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

8 GENERAL TERMS AND CONDITIONS

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

9 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

14 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

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

15 INSURANCE

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

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

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

16 INDEMNIFICATION

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

16.2 IP Indemnity – Contractor agrees that it will indemnify, defend and hold harmless the District and its employees, officers, directors, agents, and permitted successor and assigns from any and all claims, damages, liabilities, deficiencies, actions, losses, judgements, settlements, penalties, fines, costs and expenses of every nature (including reasonable attorneys' fees and the costs of enforcing this Agreement and pursuing any insurance providers) incurred by such indemnitee arising out of, resulting from, or attributable to any third party claim that the Applications or District use thereof infringe any third party's United States patent, copyright, trademark or trade secret rights; provided, however that the Contractor shall have no liability under this Agreement for claims of infringement to the extend caused by (a) modifications,

adaption or changes to the Application or test not made by the Contractor or on the Contractor's behalf. In addition to the obligations above, if District's use of a service or application becomes subject to an injunction or the Contractor is unable to continue providing the service or Application due to a claim of infringement, the Contractor shall use best efforts to secure the necessary rights for continued use of the relevant item or modify or replace the item to avoid infringement without degrading the service or Application. If the Contractor is unable to accomplish either of these actions within thirty (30) days of becoming aware of such injunction or notice of infringement, and only in such event, either Party may terminate this Agreement by providing written notice to the other Party unless the Parties otherwise agree to cooperate to discontinue use of the infringing aspects of the relevant items and equitably adjust the fees to reflect such removal.

17 LIMITATION ON LIABILITY

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

17.2 The District acknowledges and agrees that Contractor and/or its licensors own all existing and future IPR in the product(s), documentation and any Support provided (together, the "Everway IP"). This Agreement does not grant the District any rights or licenses to, under, or in, the Everway IP beyond the limited-term, non-exclusive, non-transferable license, without the right to grant sublicenses. District may not use the products or documentation in any manner or for any purposes that infringes, misappropriates, or otherwise violates any intellectual property right or any right of any person, or that violates any applicable law. The District agrees to inform the Contractor promptly of any infringement of the Everway IP that comes to the District's attention.

18 CONFLICT OF INTEREST/CODE OF ETHICS

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

19 COMPLIANCE WITH LAWS AND DEBARMENT

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

20 TERMINATION

20.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, the Contractor shall not be liable to extend any refunds of the fees already paid by the District..

20.2 District may terminate this Contract in whole or in part for cause upon thirty (30) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

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

21 RETURN OF DATA

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

22 RECORDS MANAGEMENT AND MAINTENANCE

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

23 NOTICES/ADMINISTRATION

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

Special School District No. 1

Division: Dr. Elizabeth Keenan
Attn: Special Education Services
1250 W Broadway



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Minneapolis, MN 55411
Email: elizabeth.keenan@mpls.k12.mn.us

CONTRACTOR

NAME: Natalie Thallas
Address: 2401 Sawmill Pkwy Suite 10-11, Huron OH 44839
Phone: 419-433-9800, ext 1212
Email: n.thallas@everway.com

ACKNOWLEDGMENT

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

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

24 NON-WAIVER

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

25 ASSIGNMENT

25.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment, shall satisfy District's obligation to pay, and



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in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

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

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

27 WARRANTY

27.1 Contractor warrants that the product(s) and services will perform at the time of the license grant materially in accordance with the quotation and applicable documentation, and any support will be performed with reasonable skill and care. Contractor further represents and warrants that the services will be performed in a workmanlike manner with the degree of skill and care in conformance with industry standards prevailing at the time the services are performed.

27.2 Except for the warranty set forth in paragraph 27.1, Contractor disclaims all other warranties, whether express, implied, or otherwise except as expressly provide herein. The Contractor specifically disclaims all implied warranties of merchantability, fitness for particular purpose, title, and non-infringement, and all warranties arising from course of dealing, usage, or trade practice except that such warranties cannot be excluded by law. Nothing in this agreement shall limit the Contractor's liability for claims arising from fraud, wilful misconduct, negligence or any other liability that cannot be excluded by law. Contract warrants that the products, intellectual property and services will be free from defects in material and workmanship and will perform in accordance with the documented specifications, will not contain any harmful code, including but not limited to malware, viruses, trojan horses or any other security threats and will be secure, accurate and complete within the scope of their intended use. Everway shall not be liable for any losses caused to the District due to any fraud, wilful misconduct or negligence on behalf of the District. The Contractor makes no warranty of any kind that the Everway IP, any products or results of the use thereof operate without interruption, achieve any intended result, be compatible or work with any software, system or other services, or be secure, accurate, complete, free of harmful code, or error free. Furthermore, Contractor shall not be held responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the District acknowledges that the product(s) and documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

28 SEVERABILITY



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

29 SURVIVABILITY

29.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of

the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

30. SERVICE LEVELS

30.1 During the Term of the agreement, District shall have the right to the benefit of the system uptime provisions set forth in the **Service Level Exhibit** attached hereto as Exhibit D, provided that Contractor shall not be responsible for Service Level failures to the extent caused by District's actions or inactions. Contractor shall use best efforts to provide District and its Users the support services set for in the **Service Level Agreement** attached in Exhibit D.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Dr. Elizabeth Keenan
(Printed)

Title: Interim Executive Director

Date: _____

Signature: _____

Name: Ty Thompson
(Printed)

Title: Deputy Superintendent

Date: _____

CONTRACTOR NAME

Signature:  _____
EDA678AA7E9A409...

Name: Erinn O'Sullivan
(Printed)

Title: CFO

Date: 10/15/2025



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EXHIBIT A: SCOPE OF WORK

Deliverables:

Qty	30,115	Read&	Write	users	starting	9/16/2025	to	9/15/2026.
Qty	30,115	Read&Write	users	starting	9/16/2026	to	9/15/2027	
Qty	30,115	Read& Write users starting 9/16/2027 to 9/15/2028.						

Service Outcome:

Staff and students will have access to Read&Write curriculum during this School Year 2025-26.

Method of Evaluation

Staff and students will have tools and resources to use in the classroom.

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

This is a 3 years subscription for Qty 30,115 students each. There will be 3 Purchase orders, 1 per year. Per quote #Q-185841, 1st year- \$58,966.62, 2nd year- \$61,914.95, 3rd year- \$65,010.69.

[The remainder of this page intentionally left blank.]

EXHIBIT C: STUDENT DATA PRIVACY

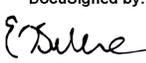
As used in this exhibit, the term “educational data” shall have the meaning ascribed to it under the Minnesota Government Data Practices Act (“MGDPA”), Minn. Stat. § 13.32 as amended.

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.

Everway LLC

DocuSigned by:

 EDA678AA7E9A409...
 Signature

Erinn O'Sullivan

 Name

CFO

 Title

10/15/2025

 Date

EXHIBIT D: SERVICE LEVEL EXHIBIT

1. Support Services

1. Everway shall, during the Term, provide the Product(s) and make available the Support to the Customer on and subject to the terms of this Agreement.
2. Everway shall use commercially reasonable efforts to make the Product(s) available 24 hours a day, seven days a week, except for:
 1. planned maintenance carried out during the maintenance window of 10.00 pm to 4.00 am Eastern Time; and
 2. unscheduled maintenance performed outside Normal Business Hours, provided that Everway has used reasonable efforts to give the Customer at least 6 Normal Business Hours' notice in advance.



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3. Everway will, as part of the Product(s) and at no additional cost to the Customer, provide the Customer with Everway's standard customer support services during Normal Business Hours in accordance with this Schedule in effect at the time that the Product(s) are provided. Everway may modify the Support services in its sole and absolute discretion from time to time.
4. If any performance issues arise, the Customer may contact Everway:

1. **By Phone**

Support is available via phone. For support via phone please note the contact information changes by product; see below:

2. **By Email**

The Customer can also communicate any issues to Everway by email. When emailing Everway about an issue, the Customer shall insert the name(s) of the relevant Product(s) that is/are experiencing issues within the subject line of the email. Support is available via email. For Maintenance and Support via email please note the contact information by region below:

North America/ Canada

Email: na-support@everway.com

Phone: 800-697-6575 available Monday - Friday from 8 AM to 7:30 PM EST

Live chat: Monday - Friday 9 AM to 6:15 PM EST.

UK/ Rest of World

uk-support@everway.com and 028 94428105 with coverage from 9am-5pm Greenwich Mean Time

Note that chat support is available 9am-7:15pm Eastern Standard Time

5. **Training Materials / Technology Support Tools**

Everway shall provide the Customer with, and access to, any new training materials and technology support tools for Products(s), developed by Everway from time to time.

6. **Critical Hosting Service Interruption**

Everway may deliver the Product(s) either from its own servers or through a bona fide 3rd party hosting service. Any third-party hosting service shall be required to provide continuity of service guarantees in line with industry standards for delivery of streamed speech. Everway reserves the right to change the hosting service from time to time.

2. **Service Levels**

1. Everway shall use best efforts to ensure the Product(s) is/are available to the Customer 99.50% of the time in any calendar month. If it is not, the Customer may be eligible to receive the Service Credits described below.
2. In order to receive any of the Service Credits described above, the Customer must notify Everway by email or otherwise in writing within thirty (30) days from the time the Customer becomes eligible to receive a Service Credit.
3. The aggregate maximum number of Service Credits claimable for any and all Downtime Periods in a single Contract Year shall not exceed thirty days of Service Credit. Service Credits may not be exchanged for, or converted to, monetary compensation.
4. **Exclusions:** The service levels set forth in this Schedule 1 will not apply to any performance issues: (i) caused by Force Majeure Events; (ii) that resulted from any actions or inactions of the Customer or any third parties; or (iii) that resulted from Customer's equipment and/or third party equipment (not within the primary control of licensor). This Service Credits described herein shall be the Customer's sole and exclusive remedy for any failure by Everway to provide the Product(s) as a result of downtime.



MINNEAPOLIS
PUBLIC SCHOOLS
Urban Education. Global Citizens.

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3. Definitions

- **"Downtime"** means that the Product(s) is/are not responding.
- **"Downtime Period"** means the amount of time the Product(s) is/are not available and must be 10 consecutive minutes or more.
- **"Monthly Uptime Percentage"** means the total number of minutes in the calendar month minus the number of minutes of Downtime suffered from all Downtime Periods in the calendar month, divided by the total number of minutes in the calendar month.
- **"Scheduled Downtime"** means those times where Everway gives notification of periods of Downtime five (5) days prior to the commencement of such Downtime. There will be no more than twelve (12) hours of Scheduled Downtime per calendar year. Scheduled Downtime is not considered Downtime for purposes of this Agreement and will not be counted towards any Downtime Periods.
- **"Service Credit"** may be provided according to the following schedule:
 - **One day Credit:** Includes One (1) day of Product(s) to be added to the end of the Term, at no charge to the Customer, if the Monthly Uptime Percentage for any calendar month is between 99.5% and 97.0%;
 - **One week Credit:** Includes Seven (7) days of Product(s) added to the end of the Term, at no charge to the Customer, if the Monthly Uptime Percentage for any calendar month is between 97.0% and 95.0%;
 - **Two weeks Credit:** Includes Fourteen (14) days of Product(s) added to the end of the Term, at no charge to the Customer, if the Monthly Uptime Percentage for any calendar month is less than 95.0%.



Minneapolis Public Schools

SAP ECC Integration to new Onboarding Solutions

Statement of Work #001 Version 1

SUBMITTED BY:
Genesis Consulting Partners, LLC
1818 Library Street, Suite 500
Reston, VA, 20190

SUBMITTED TO:
Minneapolis Public Schools

SUBMITTED ON:
10/1/2025

*This Quote Utilizes The
Interlocal Purchasing System
(TIPS) Contract
Contract Number 230105*

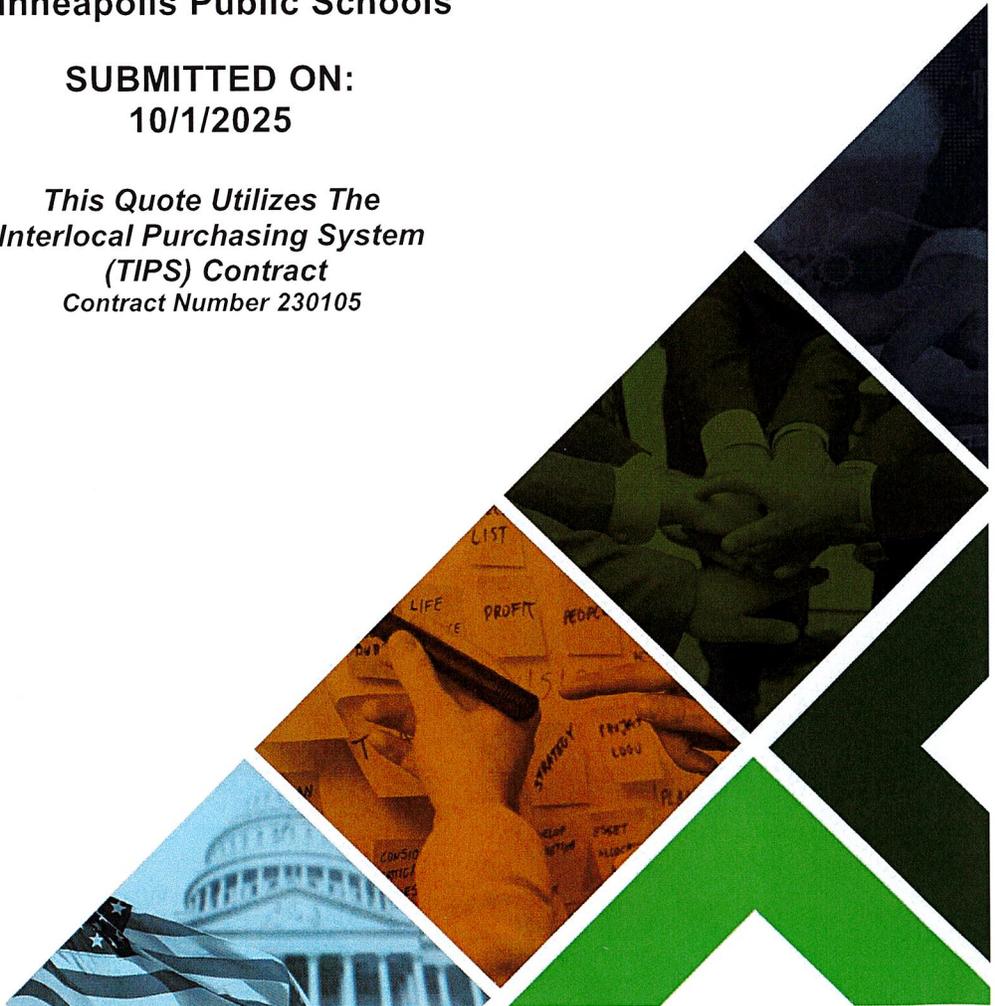


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This Statement of Work (“SOW”) is entered into by and between Genesis Consulting Partners, LLC. (“Genesis”) and Minneapolis Public Schools (“MPS” or “Client”), in support of SAP ECC Integration to Onboarding Solutions to be provided (“Services”). The purpose of this SOW is to document the services to be delivered, the price of the requested services to be delivered, as well as the responsibilities of the various parties responsible for their delivery.

Upon acceptance of this SOW by Genesis and Client, any changes or modifications to the SOW must be submitted via the Change Request Form attached to this document. All approved changes will become attachments to this document, which will then form the new baseline upon which future changes will be measured.

This Statement of Work is estimated to Start in October 2025. The term of this Agreement begins when fully executed by all parties and ends when work is completed and accepted by the Client, unless amended by written agreement or terminated earlier under termination provisions.

1 BACKGROUND AND PURPOSE

MPS is in the process of updating its employee onboarding workflow by transitioning from SuccessFactors Onboarding 1.0 to DocuSign as the new tool for candidate document staging, review, and signature. While SuccessFactors Recruiting will continue to manage the recruiting lifecycle, the downstream onboarding steps (including preparation and execution of work contracts and HR forms) will now be completed in DocuSign.

Currently, MPS leverages an integration between SuccessFactors Onboarding and SAP ECC via the existing PI/PO platform. With the change to DocuSign, MPS requires updates to the integration logic so that onboarding data can continue to be passed seamlessly into SAP ECC for HR processing.

Genesis Consulting will assist MPS in configuring the PI/PO platform to consume onboarding data from DocuSign (either directly or via flat file) and map the incoming fields to the existing ECC Data Entry dashboard. This effort will include re-mapping source fields, updating business rules (e.g., BADI logic for new key values and field names), and leveraging the existing integration package to the fullest extent possible, minimizing net-new development.

The purpose of this engagement is to ensure that MPS maintains a reliable and compliant onboarding integration that supports the HR team’s ability to process employee records efficiently in SAP ECC while aligning with the new DocuSign-driven workflow.

2 SCOPE DESCRIPTION

Genesis Consulting will assist MPS in re-establishing the onboarding integration between DocuSign and SAP ECC, leveraging the existing PI/PO middleware platform. The objective is to replace SuccessFactors Onboarding 1.0 as the source system with DocuSign while ensuring continuity of the current ECC Onboarding Dashboard and downstream PA40 hire/rehire processes.

The engagement will focus on analyzing the current onboarding data flow, designing the target integration architecture, and configuring PI/PO to accommodate new data payloads from DocuSign. This will include re-mapping of source fields, updates to business rules and BADI logic, and validation that all mandatory employee data elements (organizational structure, address, pay/salary, banking, I-9/E-Verification results, etc.) are successfully captured and delivered to ECC.

Genesis will work in close collaboration with MPS HRIS and IT teams, as well as the DocuSign technical team, to determine the most appropriate integration method. Options may include API-based integration via DocuSign's REST API and Connect framework, flat-file exchange via SFTP, or the use of custom middleware to transform payloads into the format required by SAP.

The scope of this project also covers system integration testing, cutover, and production deployment to ensure a seamless transition. Genesis will provide documentation and knowledge transfer to enable MPS teams to monitor, support, and sustain the integration post go-live.

3 APPROACH AND TIMELINE

Genesis will execute the engagement using a four-phase approach consistent with SAP Activate, while tailoring tasks to the specific DocuSign-to-SAP ECC onboarding integration effort. Each phase will cover functional design, technical integration, and testing activities to ensure the updated process is stable and fully supported.

Plan

- Conduct kickoff and confirm governance, stakeholders, and decision rights.
- Review current “As-Is” onboarding process from SuccessFactors Onboarding to ECC.
- Validate “To-Be” workflow leveraging DocuSign for contract/document staging and signatures.
- Confirm integration method (flat file via SFTP, OData API, or custom middleware).
- Define initial testing strategy and high-level cutover plan.

Explore

- Perform discovery workshops with MPS HRIS, IT, and DocuSign technical teams.
- Document functional requirements for capturing applicant data at “Offer Approved/Accepted” status.
- Evaluate integration options:
 - Option 1: SuccessFactors Native Reporting to SFTP.
 - Option 2: SuccessFactors Integration Center to SFTP.
 - Option 3: OData API integration to DocuSign (with DocuSign technical coordination).
- Map DocuSign payload fields (employee org data, pay/salary, I-9, E-Verify, banking, bonuses, etc.) to ECC structures.
- Identify updates to PI/PO mappings, SFSF proxy, and BADI logic.
- Define test cases and acceptance criteria.

Realize

- Configure PI/PO to process DocuSign onboarding data.
- Develop inbound integration from DocuSign to SAP ECC via selected method (API or SFTP).
- Implement changes to onboarding dashboard field mappings and PA40 defaults.
- Validate mandatory fields and set up error handling / email alerts for missing or invalid data.
- Conduct unit testing, integration testing, and support MPS in UAT.
- Update candidate posting logic to reflect Success/Failure status based on extraction results.

Deploy

- Execute cutover to production environment, including migration of PI/PO configuration and mapping.
- Coordinate with DocuSign technical team to activate production data flows.
- Monitor onboarding transactions during initial go-live and stabilize system performance.
- Provide hypercare support through the end of January 2026.
- Deliver final documentation, updated process flows, and knowledge transfer sessions for MPS HRIS and IT.

The milestones in the timeline above have been denoted with estimated Sprint for completion:

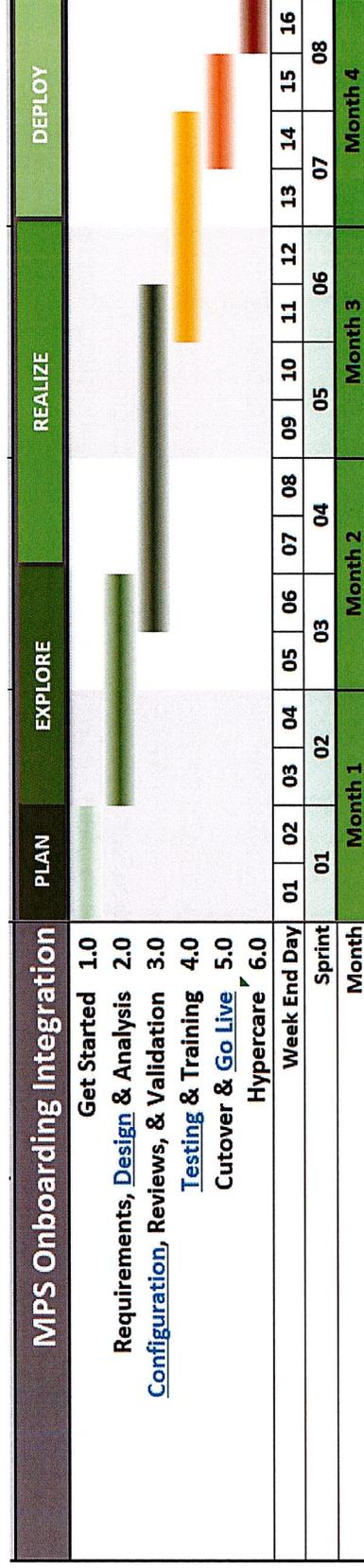


Table 1: Estimated Milestones

Milestone	Name	Est. Completion
Milestone 1	Project Kick-off Completed	10/10/2025
Milestone 2	Completion of Integration Discovery & Explore Workshops	10/31/2025
Milestone 3	Integration Design Finalized and Signed Off	11/15/2025
Milestone 4	Build and Unit Testing Complete (PI/PO, BADI, DocuSign integration)	12/15/2025
Milestone 5	User Acceptance Testing Completed	01/09/2026
Milestone 6	Production Cutover & Go-Live	01/20/2026
Milestone 7	Hypercare Complete / Project Closeout	01/31/2026

4 SCOPE OF WORK

4.1 Scope

The scope of work for the services to be performed in this SOW between Genesis and Client include the following:

Table 2: Scope

Scope Lever	Scope Definition
Country & SAP Module/Area in Scope	Countries in Scope – USA SAP Modules: <ul style="list-style-type: none"> • SAP ECC HCM – Onboarding Dashboard, PA40 hire/rehire transactions, HR data synchronization • SAP PI/PO – Middleware for inbound and outbound data transformations • SuccessFactors Recruiting – Remains in place as the recruiting system of record • DocuSign – New system of record for onboarding activities and documents (offer letters, contracts, I-9/E-Verify, HR forms)
Support Portal	<ul style="list-style-type: none"> • Use of JIRA (or equivalent) for integration defect tracking, testing, and issue resolution • Ticket management and prioritization • Documentation repository for integration design, field mappings, and test results • Root cause investigation for integration errors • Knowledge base updates for HRIS and IT teams
Functional Consulting and Support	<ul style="list-style-type: none"> • Review current “As-Is” onboarding process and define “To-Be” process with DocuSign • Define and document field mappings between DocuSign payload and ECC Onboarding Dashboard/PA40 • Provide guidance on business rules, data dependencies, and error handling • Re-map BADI rules to accommodate new values and field names from DocuSign • Validate end-to-end process from SuccessFactors Recruiting → DocuSign → ECC Onboarding Dashboard
Language	<ul style="list-style-type: none"> • All project documentation (functional and technical specifications, mapping documents, testing scripts, and training materials) will be in English. • All workshops, knowledge transfer, and testing sessions will be conducted in English
Interfaces and Integrations	<ul style="list-style-type: none"> • Build inbound integration from SuccessFactors Recruiting to DocuSign for applicant data at “Offer Approved/Accepted” status (options include SFTP flat file, Integration Center, or OData API) • Configure PI/PO integration to consume DocuSign onboarding data (via SFTP or API) and map to ECC SFSF proxy • Update outbound logic from ECC to SuccessFactors Recruiting for HRIS sync • Configure alerts for missing/invalid data.
Training	<ul style="list-style-type: none"> • Provide targeted training sessions for MPS HRIS and IT administrators on new integration logic and error handling • Develop integration reference guides and mapping documentation • Deliver knowledge transfer on PI/PO configuration changes, BADI logic updates, and DocuSign integration points • Client will be responsible for end-user (HR staff) training on DocuSign onboarding workflows
Testing	<ul style="list-style-type: none"> • Genesis will perform unit and system integration testing of PI/PO and ECC onboarding logic • Support MPS-led UAT including test case preparation and execution • Validate I-9/E-Verify data capture and downstream HR master data (PA40)

Scope Lever	Scope Definition
	<ul style="list-style-type: none"> • Provide feedback and fixes for data validation errors and mapping mismatches

4.2 Out of Scope

The following items are out of scope for the work provided under this Statement of Work.:

- Enhancements or modifications to SuccessFactors Recruiting functionality beyond existing integration touchpoints.
- Broader configuration or process redesign of SAP ECC HCM outside of onboarding (e.g., payroll, benefits, time management).
- Enhancements to the DocuSign application beyond onboarding payload structure and integration setup.
- Development of custom middleware outside the agreed integration method (SFTP, API, or PI/PO).
- Ongoing production support beyond the defined hypercare period.
- End-user training for HR staff on DocuSign user interface or contract workflows (MPS responsibility).
- Any changes to non-onboarding integrations or other SAP interfaces not identified in this scope.
- Upgrades or migrations of the PI/PO platform itself.
- Security role redesign or changes to SAP authorization profiles beyond access required for testing.

4.3 Roles and Responsibilities

The following Roles and Responsibilities have been included under this Statement of Work:

Table 3: Genesis Roles and Responsibilities

Genesis Role	Role Description	Primary Responsibilities
SAP Technical Architect	Senior technical lead responsible for overall solution architecture and design.	<ul style="list-style-type: none"> • Define integration architecture between DocuSign, PI/PO, and SAP ECC • Ensure design aligns with SAP and MPS standards • Provide oversight and quality assurance across build and testing phases

Genesis Role	Role Description	Primary Responsibilities
SAP SuccessFactors Integration Consultant	Specialist in SAP PI/PO and middleware integration	<ul style="list-style-type: none"> Configure PI/PO mappings for DocuSign onboarding payloads Develop logic to handle inbound/outbound data transformations Implement error handling and alerting mechanisms Conduct unit and system integration testing.
SAP HCM Technical Consultant	Integration Expert to Troubleshoot Connectivity and Integration handling issues	<ul style="list-style-type: none"> Update BADI rules and mappings for PA40 hire/rehire transactions Validate field mappings to Onboarding Dashboard Support HRIS team during testing and UAT Provide technical support during cutover and hypercare

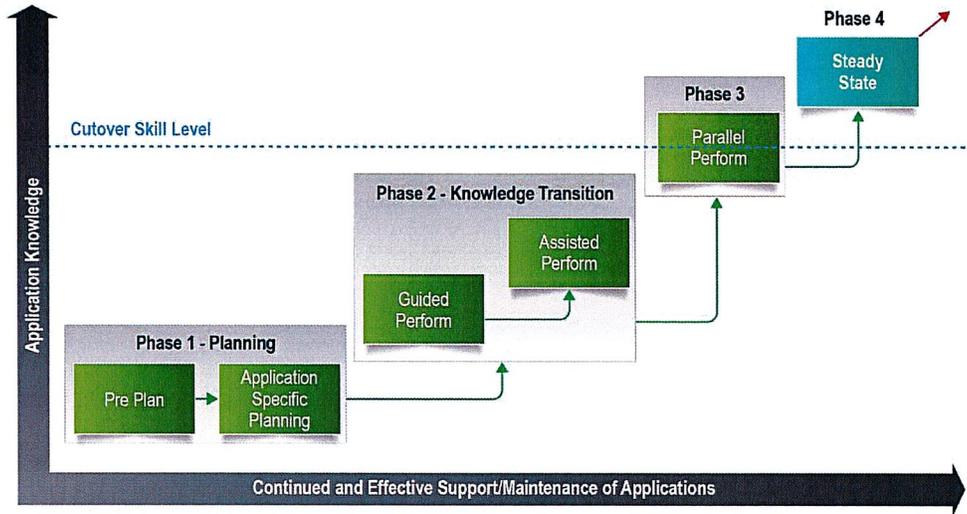
4.4 Work Products and Acceptance Criteria

The following Work Products are included under this SOW:

#	Deliverable / Work Product Name	Format
1.0	Integration Design Document – mapping of DocuSign onboarding data to SAP ECC fields, including updated PI/PO and BADI logic.	MS Word
2.0	Configuration and Technical Specifications – documentation of PI/PO objects, proxy updates, and custom logic.	MS Word
3.0	Test Scripts and Results – unit, integration, and UAT test evidence for data flows and PA40 transactions.	MS Excel

4.5 Knowledge Transfer

Genesis will follow a structured knowledge transfer process with Client to help achieve full hand off and steady state operations for scope items within this SOW. A formal meeting and sign-off will be conducted to hand-off the ownership of ongoing payroll operations and services to Client at the conclusion of the project. An overview of the Knowledge Transfer Process is depicted below:



5 POINT OF CONTACT

The primary points of contact for this engagement are:

Genesis:	Client:
Nick Coticchia, COO	To Be Determined

6 WORK LOCATION AND SITES

Tasks and activities for this Statement of Work will be primarily performed remotely. If onsite work is required, it will be performed following the mutual agreement between the Client and Genesis.

7 SCHEDULE AND PERIOD OF PERFORMANCE

Genesis will begin performing the Services under this SOW with the Client beginning at commencement of this SOW.

We anticipate this 4 months engagement to be conducted from October 2025 through January 2026. The official commencement date and project term shall be finalized between mutual agreement between Genesis and the Client prior to the start date of the Statement of Work.

Following the initial contracting period, the scope of work may be extended via mutual agreement by both parties for a period of twelve (12) months for a continuation of support at the contracted rates. The level of effort of this support shall be established prior to the commencement of the start of work for this period, and via mutual agreement between CLIENT and Genesis.

8 PRICING AND INVOICING

The section below provides a level of effort estimate, per month, of the proposed pricing for the Statement of Work (SOW), in accordance with client requirements. Client will be billed as detailed below in accordance with the billing schedule provided herein.

In accordance with TIPS contract pricing terms, the following table aligns the labor roles in this Statement of Work with TIPS Service Roles to ensure vehicle and/or rate compliance:

Genesis Project Role	TIPS Labor Mapping
SAP Technical Architect	Systems Engineer I
SAP SuccessFactors Integration Consultant	Consultant IV
SAP HCM Technical Consultant	Consultant IV

8.1 Pricing Quote

The table below provides a level of effort estimate of the proposed pricing for the Statement of Work (SOW). Please note that the amounts listed are estimates and serve as a guide for anticipated costs based on the scope of work.

Table 4: Monthly Pricing and Level of Effort (Estimated)

Name	LCAT	Rate	Month 1	Month 2	Month 3	Month 4	Total Hours	Total Price
Sunil Pandey	Systems Engineer 1	\$139.20	125	125	125	125	500	69,600
Sameer Mohammed	Consultant IV	\$120.00	125	125	125	125	500	60,000
Amtul Hina	Consultant IV	\$120.00	40	40	40	40	160	19,200
Total Hours			290	290	290	290	1,160	\$ 148,800

The Client will be billed using a Time and Materials (“T&M”) approach and shall only be billed for the actual hours worked and/or actual expenses incurred during the execution and delivery of the SOW. This approach ensures that the Client pays strictly for the time and resources effectively utilized, allowing for a transparent and fair billing process.

8.2 Invoicing & Billing Schedule

Invoices will be submitted to the Client within the first five (5) business days following the close of each calendar month and shall be billed in accordance with a Time and Materials structure.

Each invoice will clearly outline the period covered and will include detailed information for each consultant, such as name, role, rate, and hours worked during that period. This detailed breakdown enhances transparency and aids in the approval process. Upon approval, invoices are payable Net 30 days from the date of receipt, facilitating a predictable and efficient payment schedule.

The following Billing Schedule details the milestone payments anticipated on the project. Milestone payments shall be due monthly.

The estimated Total Cost of the project is **\$148,800.00**.

9 ASSUMPTIONS & TERMS

The following assumptions were used to develop the proposal and cost estimate:

- MPS will provide timely access to HRIS and IT subject matter experts for workshops, design reviews, and testing.
- MPS will provide access to SAP ECC, PI/PO, and required test environments (DEV, QA, PROD) according to project schedule.
- DocuSign technical resources will be available to coordinate API, SFTP, or payload configuration as required.
- Existing PI/PO infrastructure is stable, supported, and available for use throughout the project.
- Source data provided by SuccessFactors Recruiting and DocuSign will be complete, accurate, and accessible.
- MPS will be responsible for end-user training related to DocuSign's onboarding application.
- All project documentation, workshops, and deliverables will be in English.
- MPS will own change control and approval for any functional or technical enhancements outside the defined scope.
- Any third-party systems or middleware beyond SAP PI/PO, SuccessFactors Recruiting, DocuSign, and SAP ECC are excluded unless explicitly agreed.
- Hypercare support is limited to the defined post-go-live period and does not extend into long-term AMS.

10 NOTICES AND CHANGE REQUESTS

All notices and other communications shall be in writing and shall be effective upon delivery, or upon delivery (with evidence of delivery) after being e-mailed, or mailed by registered mail or certified mail, return receipt requested, or after being sent by nationally recognized overnight courier. Notices shall be addressed as follows:

If to Client:
Minneapolis Public Schools

To be finalized upon following project commencement

Attention: POC to be determined

If to Genesis:
Genesis Consulting Partners, LLC

1818 Library Street, Suite 500
Reston, VA 20190
Attention: J.D. Weiman

11 SIGNATURES

Each party, as evidenced by the signature below or electronic signature, as applicable, by its authorized representative, acknowledges that it has read and agrees to this Document in its entirety.

Minneapolis Public Schools



Authorized Signature

Alicia Miller

Printed Name

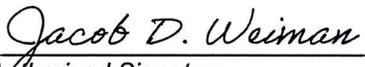
Senior HR officer

Title

10/15/25

Date

Genesis Consulting Partners, LLC



Authorized Signature

Jacob D. Weiman

Printed Name

Director, Contracts and Procurement

Title

10/15/2025

Date

12 APPENDIX 1: CHANGE REQUEST FORM

Change Request Form

Pursuant to the Statement of Work (“SOW”) referenced as SOW ID Number: Statement of Work #001 between **Minneapolis Public Schools and Genesis Consulting Partners, LLC**, both parties hereby agree that this Change Request will amend and be fully incorporated into, and made part of, the SOW.

Change Request Number: CR <#>
Reason for Change Request:

Changes to SOW:

Schedule Impact:

Cost Impact:

		Services	T&E	Total
	SOW/Change Request			
a.	Original Value of SOW	\$0.00	\$0.00	\$0.00
b.	Value of Change Request No. 1	\$0.00	\$0.00	\$0.00
c.	New Value of SOW:	\$0.00	\$0.00	\$0.00

Purchase Order Issuance (if applicable): Client shall issue a written Purchase Order to Genesis Consulting Partners, LLC for this Change Request for the total amount of **\$0.00**.

Except as changed herein, all terms and conditions of the SOW remain in full force and effect.

Each party, as evidenced by the signature below or electronic signature, as applicable, by its authorized representative, acknowledges that it has read and agrees to this Change Request in its entirety.

Minneapolis Public School

Genesis Consulting Partners, LLC

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date



MINNEAPOLIS PUBLIC SCHOOLS

AGREEMENT FOR LABOR, REPAIR, AND/OR INSTALLATION – OR PURCHASE OF GOODS, SUPPLIES AND MATERIALS

PROJECT:

This Agreement (the “Agreement”) is made this 5th day of November, 2025 (the “Effective Date”) by and between Special School District No. 1, a Minnesota public school corporation (the “School District”), and Trane US, Inc. (the “Contractor”).

RECITALS:

A. The School District owns and operates school buildings, administrative offices, and related sites and facilities that are generally located throughout the City of Minneapolis, Minnesota (collectively, the “Sites and Facilities”).

B. The Sites and Facilities require maintenance, repair, and updating from time-to-time, necessitating the provision of services by a third-party contractor.

C. The School District also must periodically engage a third-party contractor to facilitate the purchase of equipment, materials and supplies to support its school operations.

D. The School District desires to retain a contractor to perform the services described below (the “Project”) in accordance with and subject to the terms and conditions in this Agreement.

E. The Contractor has examined the location of all proposed work if applicable, carefully reviewed and evaluated the specifications set forth by the School District for the Project, is familiar with all conditions relevant to the performance of the services and is committed to perform all work required for the price specified in this Agreement.

In consideration of the covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

SRM: 4400003464

Contract template updated October 2025

Page | 1

1. **General Terms and Conditions.** Reference is hereby made to the General Terms and Conditions of this Agreement attached hereto as **Exhibit A** and made a part hereof (the “General Terms and Conditions”). The General Terms and Conditions are incorporated herein by reference as if set forth in full herein. Without limiting the generality of the foregoing, (a) all capitalized terms used in this Agreement without definition shall have the meanings ascribed to them in the General Terms and Conditions and (b) all capitalized terms used in the General Terms and Conditions without definition shall have the meanings ascribed to them in this Agreement.

2. **Project Information.**

(a) **Scope of Work.** The Project generally consists of replacing one existing 140 Ton York Chiller with a 130 Ton CGAM Scroll Trane Chiller at Seward Montessori School located at 2309 28th Avenue South, Minneapolis, MN 55406. A detailed Scope of Work is set forth in **Exhibit B**, attached hereto and made a part hereof. Where applicable, drawings, specifications, lists of equipment, supplies, materials, and/or other existing documents describing or connected to the Project are listed or described on **Exhibit B**.

(b) **Time of Performance.** The Project shall be commenced on the Effective Date and completed in accordance with the schedule set forth in the Scope of Work, **Exhibit B** hereto (the “Work Schedule”). Time is of the essence in the performance of services under this Agreement.

(c) **Compensation.** The School District shall pay the Contractor for the services in accordance with this Agreement and the Schedule of Rates/Payments attached hereto as **Exhibit C** (the “Payment Schedule”) and incorporated herein by reference. No rate changes shall be made during the term of this Agreement without the prior written approval of the School District. The Contractor's total compensation for services performed in accordance with this Agreement, including all reimbursable items, shall not exceed three hundred thirty-two thousand six hundred eighty-seven Dollars (\$332,687.00)(the “Contract Sum”).

3. **Notices.** Any notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

(a) To the Contractor: Trane US, Inc.
1285 Grey Fox Road,
St Paul, MN 55126
Attn: Michael Witzel

(b) To the School District: Minneapolis Public Schools



1250 W. Broadway Avenue
Minneapolis, MN 55411-2533
Attn: Tom Parent

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this section.

4. ***Authorized Representatives.***

(a) The School District's authorized representatives with respect to this Agreement are: Tom Parent [NAME]; 612.668.0861 [TELEPHONE], Tom.Parent@mpls.k12.mn.us [EMAIL].

(b) The Contractor's authorized representatives with respect to this Agreement are: Michael Witzel [NAME]; 612.366.9627 [TELEPHONE], Mike.Witzel@trane.com [EMAIL].

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date indicated next to the name of the party who signs below.

SPECIAL SCHOOL DISTRICT NO. 1

Dated: _____, 20__ By: _____
[Authorized Signatory]

[Title]

CONTRACTOR



1250 West Broadway Ave. Minneapolis, MN 55411-2533
Phone: 612.668.0000
www.mpls.k12.mn.us
SRM: 4400003464

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Dated: Nov 11, 2025

By: ** Matthew Deen*
[Authorized Signatory]

*NOTE: Subject to the Omnia - Racine County Contract # 3341 and Trane's Terms and Conditions as referenced in Trane Proposal dated 10/6/2025.



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

SRM: 4400003464

Contract template updated October 2025

EXHIBIT A

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (the “General Terms and Conditions”) form a part of that certain AGREEMENT FOR LABOR, REPAIR, AND/OR INSTALLATION – OR PURCHASE OF GOODS, SUPPLIES AND MATERIAL.

1. **Definitions.** The terms defined in this Section shall have the following meanings for purposes of these General Terms and Conditions when initially capitalized herein:

(a) **“Agreement”** means that certain AGREEMENT FOR LABOR, REPAIR, AND/OR INSTALLATION – OR PURCHASE OF GOODS, SUPPLIES AND MATERIAL.

(b) **“Contract Documents”** means, collectively, (i) the Agreement, (ii) these General Terms and Conditions, (iii) all Exhibits listed or described in the Agreement and (iv) all drawings, specifications, addenda and modifications describing the Work which are issued after the date hereof.

(c) **“Work”** means all labor, materials, equipment, supplies, and/or services required to complete the Project described in the Contract Documents.

2. **Contract Sum.** The School District agrees to pay the Contractor for the full and faithful performance of the Work and related costs a stipulated amount equal to the Contract Sum set forth in the Agreement. The Contract Sum shall be subject to additions and deductions for changes in the Work, and the School District may deduct from the Contract Sum the value of any Work done which, in the good faith opinion of the School District, is not in compliance with the Contract Documents. The Contract Sum shall be payable to the Contractor in accordance with the Payment Schedule, subject to the provisions of these General Terms and Conditions.

3. **Work Schedule.** Contractor shall perform all of the Work in accordance with the Work Schedule. Time is of the essence in completing the Project. The Contractor agrees to notify the School District in writing of any and all causes of delay of the Work, or any part thereof, within 24 hours after such cause of delay shall arise, and in case of the failure of the Contractor to perform this Agreement and complete the Work at the time specified in the Contract Documents, the School District may immediately, or at any time thereafter, proceed to complete the Work at the cost and expense of the Contractor. Upon receipt of written notice from the Contractor of the existence of causes over which the Contractor has no control and which must delay the completion of the work, the School District may at its discretion, extend the date specified for the completion of the Work.

4. **Standards of Performance.** The Contractor agrees that all the work and labor shall be done in the best and most diligent manner and that all materials and labor shall be in entire and strict conformity in every respect with the Contract Documents and shall be subject to the inspection and approval by the proper authorities of the School District for the supervision of the

Work, and in case any of said material or labor shall be rejected by the School District as defective or unsuitable, then the materials shall be removed and replaced with other approved materials and the labor shall be done anew to the satisfaction and approval of the School District at the cost and expense of the Contractor. The Contractor agrees to take all precautions necessary to protect the public against injury, and to keep danger signals out at night and at such other times and such places as public safety may require during the performance of this Agreement. The Contractor further agrees to make good, replace, and renew at the Contractor's own cost and expense any loss or damage to the Work and Project occurring prior to the final delivery to and acceptance thereof by the School District, by reason of fire, tornado, theft, or any cause whatsoever, and to be wholly responsible for the construction, completion and delivery of the Work and Project in its entirety for the final acceptance by the School District; and any payment or payments made to the Contractor hereunder, shall not be construed as operating to relieve the Contractor from responsibility for the Work and Project as herein provided and agreed. It is agreed and understood by the parties hereto that the use of the Work and Project at any time by the School District for any purposes shall not be construed to be or operate as an acceptance by the School District of the work to be done by the Contractor under this Agreement.

5. ***Change Orders; Limitations.*** No claim for extra work done or additional materials, equipment, or supplies furnished by the Contractor will be made by the Contractor or allowed by the School District, nor shall the Contractor do any work or furnish any materials, equipment or supplies not covered by the Scope of Work, unless such work or materials, equipment or supplies is ordered in writing by the School District. Any such work or materials, equipment or supplies which may be done or furnished by the Contractor without such written order first being given, shall be at the Contractor's own risk and expense. When any extra work or materials, equipment or supplies is ordered by the School District to be done or furnished, the Contractor shall furnish such materials and do such work for the price mutually agreed to by the Contractor and the School District, and when any alteration of the Scope of Work is ordered by the School District, the Contractor agrees to perform the work as altered and if such alteration shall reduce the cost of doing such work, the actual amount of such reduction in cost shall be deducted from the Contract Sum.

6. ***Labor, Materials, Equipment, Etc.*** The Contractor shall provide and pay for all labor, materials, equipment, tools, machinery, water, heat, utilities, transportation and other facilities and/or services necessary for the proper execution of the Work. All costs and expenses for such items shall be included in the Contract Sum.

7. ***Permits, Fees and Compliance with Law.*** The Contractor shall secure all permits, licenses and inspections necessary for the execution and completion of the Work as part of the Contract Sum. All permit, license and inspection fees shall be included in the Contract Sum. The Contractor shall comply with the terms of all such permits and licenses and with all federal, state and municipal laws, statutes, ordinances, building codes, rules and regulations applicable to the Work.

8. ***Taxes.*** The Contractor shall pay sales, consumer, use and other similar taxes, except to the extent that such taxes are not payable due to the status of the School District as a tax-exempt entity. The Contractor shall not charge the School District for state sales taxes, uses taxes,

and other taxes that are not payable due to the status of the School District as a tax-exempt entity, and the Contract Sum shall be reduced to the extent that amounts for such taxes were included in the determination thereof.

9. ***Subcontractors; Third Party Claims.*** The Contractor further agrees to pay all laborers employed, and all subcontractors furnishing material to the Contractor in and about the performance of this Agreement, and for all labor and material by them so performed and furnished, but in case the Contractor shall fail so to pay and to satisfy every and all claims and demands for labor and materials as aforesaid, the School District may apply the monies due and coming to the Contractor under this Agreement toward paying and satisfying such claims and demands, and the School District is herewith given the right to apply monies due and coming to the Contractor hereunder towards paying any indebtedness or claim heretofore accrued or which may hereafter come due to the School District from the Contractor on any account whatsoever, and the amount of such payments shall be charged against the balance due the Contractor hereunder; provided that nothing herein contained nor any variation from the amounts of the installments or from the manner and times of their payment shall be construed as impairing the right of the School District or of those to whose benefit the bond herein agreed upon shall insure, to hold the Contractor or surety liable on the bond for any breach of the conditions of the same nor as imposing upon the School District any obligation to laborers, materialmen, contractors, or sureties to pay or to retain for their benefit any monies coming to the Contractor hereunder. Contractor shall comply with the requirements of Minn. Stat. §471.425, subd. 4a., Prompt Payment to Subcontractors, which is incorporated herein by reference.

10. ***Bonds.*** If required by the Contract Documents, prior to performing any work under this Agreement, the Contractor shall provide the School District with the following bonds covering the Project: (a) a performance bond for the benefit of the School District, ensuring that Contractor will construct and maintain the Project in accordance with the Contract Documents, and saving and holding the School District harmless from all costs and charges which may accrue on account of completing the Project; and (b) a payment bond for the use and benefit of all persons furnishing labor or materials for the Project and making just claims for payment for such labor or materials.

11. ***Background Checks.*** The Contractor shall obtain a background check pursuant to applicable federal and state law and School District policy, including the Minnesota Child Protection Background Check Act, for each employee, volunteer or agent assigned to the Project. If Contractor receives a report that an employee, volunteer or agent so assigned has ever been convicted of a serious offense, or a background check crime, as defined at Minn. Stat. § 299C.61, it shall take immediate steps to notify the School District of the report and remove such employee, volunteer or agent from his/her assignment.

12. ***Equal Opportunity.*** The Contractor agrees that in the hiring of common or skilled labor for the performance of any work under this Agreement or any subcontract hereunder, no contractor, material supplier, or vendor, shall, by reason of race, creed, color, sex or national origin, discriminate against any person or persons who are citizens of the United States and who are qualified and available to perform the work to which such employment relates; that neither he nor any subcontractor, material supplier, or vendor, shall in any manner discriminate against, or intimidate, or prevent the employment of any such person or persons from the performance of

work under this Agreement or any subcontract hereunder on account of race, creed, color, sex or national origin; that any violation of this Section shall be a misdemeanor; and that this Agreement may be canceled or terminated by the School District and all money due, or to become due hereunder, may be forfeited, for a second or any subsequent violation of the terms or conditions of this Agreement.

13. ***Independent Contractor.*** All work provided pursuant to this Agreement shall be provided by the Contractor as an independent contractor and not as an employee of the School District for any purpose. Any and all officers, employees, subcontractors, agents, or any other person engaged by the Contractor in the performance of work or services pursuant to this Agreement shall not be considered employees of the School District. Any and all actions which arise as a consequence of any act or omission by the Contractor, its officers, employees, subcontractors, agents, or other persons engaged by the Contractor in the performance of work or services pursuant to this Agreement, shall not be the obligation or responsibility of the School District. The Contractor, and its officers, employees, subcontractors, and agents, shall not be entitled to any of the rights, privileges, or benefits of the School District's employees. This Agreement does not establish a joint powers agreement or joint partnership between the School District and the Contractor.

14. ***Indemnification.*** The Contractor hereby agrees to protect, defend and hold the School District and its officers, elected and appointed officials, employees, administrators, agents, and representatives harmless from and indemnified against any and all loss, costs, fines, charges, damage and expenses, including, without limitation, reasonable attorneys' fees, consultants' and expert witness fees, and travel associated therewith, due to claims or demands of any kind whatsoever (including those based on strict liability) arising out of (i) the activities contemplated by this Agreement, (ii) including, without limitation, any claims for any lien imposed by law for services, labor or materials, or (iii) by reason of the execution of this Agreement or the performance of this Agreement. The Contractor, and the Contractor's successors or assigns, agree to protect, defend and save the School District, and its officers, agents, and employees, harmless from all such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorneys' fees. This indemnity shall be continuing and shall survive the performance or cancellation of this Agreement. Nothing in this Agreement shall be construed as a limitation of or waiver by the School District of any immunities, defenses, or other limitations on liability to which the School District is entitled by law, including but not limited to the maximum monetary limits on liability established by Minnesota Statutes, Chapter 466, or otherwise.

15. ***Insurance.*** Prior to performing any work under this Agreement, the Contractor shall purchase and maintain such insurance in the amounts specified below as will protect the Contractor from claims which may arise out of, or result from, the Contractor's performance under this Agreement, whether such performance is by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable. Certificates of Insurance shall name the School District as an additional insured. The insurance shall not be canceled by the Contractor until all of the work required by this Agreement has been completed, accepted, and final payment made by the School District. Written notification of the School District by the Contractor shall be required thirty (30) calendar days prior to

cancellation, expiration, or change of insurance. All policies shall be written on an occurrence basis using ISO Form CG 00 01 or its equivalent.

(a) Statutory Workers Compensation and Employer’s Liability

(b) Commercial General Liability:

Each Occurrence	\$1,500,000
Damage to Rented Premises Each Occurrence	\$ 100,000
Medical Expense any One Person	\$ 5,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$2,000,000

(c) Automobile Liability:

Combined Single Limit (Each Accident)	\$1,500,000
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(d) Other forms of insurance as called for in the Contract Documents.

The above paragraphs establish minimum insurance requirements, and it is the sole responsibility of the Contractor to purchase and maintain additional insurance that may be necessary for compliance with this Agreement. Certificates of Insurance must indicate if the policy is issued pursuant to all above requirements. The Contractor shall not commence work on the Project until the Contractor has obtained the required insurance and filed an acceptable Certificate(s) of Insurance with the School District. Copies of insurance policies shall be submitted to School District upon request.

16. **Termination.** The School District shall have the right to terminate the Agreement with or without cause by and upon delivering written notice to the Contractor. In the event of such termination by the School District for convenience, the School District shall promptly pay the Contractor any compensation owed for Work completed in compliance with the requirements of the Contract Documents through and including the date of termination, and upon payment of such compensation, the School District shall have no further obligations or liabilities to the Contractor. In the event of such termination by the School District for cause (including, without limitation, if the Contractor defaults, fails to comply with the Contract Documents, provides defective or non-conforming Work, becomes insolvent or becomes the subject of bankruptcy proceedings), the School District shall not be liable to the Contractor for any amounts, but the Contractor shall be liable to the School District for all losses, damages and expenses resulting from such default. The School District may withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the School District is determined. If a determination is made that the School District improperly terminated the Agreement “for cause,” then such termination shall be deemed to have been a “without cause” termination for convenience.

17. **Force Majeure.** Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is caused by or results

from acts beyond its reasonable control, including but not limited to: acts of God; natural disasters; fire; flood; earthquake; explosion; war; terrorism; civil unrest; epidemic or pandemic; governmental actions or orders; embargoes; shortages of labor, materials, or transportation; or any other event that renders performance commercially impracticable. In addition, the School District shall have the right to suspend or terminate this Agreement, in whole or in part, without penalty or liability, in the event of labor-related disruptions including but not limited to legal or illegal strikes, lockouts, picketing, walkouts, slowdowns, or other labor unrest that materially affects the District's operations or the Vendor's ability to perform under this Agreement. The Party affected by a force majeure event shall promptly notify the other Party in writing, describing the nature of the event and its expected duration. If the force majeure event continues for more than thirty (30) consecutive days, either Party may terminate this Agreement without further obligation, except for payment for services rendered or goods delivered prior to the force majeure event.

17. ***Limitation on Liability.*** In no event shall the School District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Agreement. The School District's maximum liability under the Agreement shall not exceed the Contract Sum.

18. ***Additional Requirements for Purchases of Equipment, Goods and Supplies.***

(a) ***Inspection and Testing.*** For a period of up to ten (10) business days following delivery, the School District shall have the right to inspect and/or test any equipment, goods and supplies (collectively, the "Goods") purchased by the School District. If upon inspection or testing the Goods or any portion thereof are found to be nonconforming, unsatisfactory, defective, of inferior quality or workmanship, or fail to meet any requirements or specifications contained in the Contract Documents, then without prejudice to any other rights or remedies, the School District may reject the Goods.

(b) ***Warranty.*** Contractor warrants that the Goods will be of merchantable quality and free from defects in design, engineering, material and workmanship for the time period specified by a manufacturer's warranty or as agreed to by the Contractor and the School District. Contractor further warrants that the Goods will meet the performance requirements and specifications set forth in the Contract Documents and shall be fit for the purpose intended. Contractor also warrants that the Goods are free and clear of all liens and encumbrances whatsoever, that Contractor has a good and marketable title to same, and that Contractor owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Goods. Contractor agrees to indemnify, defend and hold the School District harmless against any and all third-party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

(c) ***Title and Risk of Loss.*** Title to the Goods shall remain with the Contractor until the School District accepts delivery of the Goods. The risk of loss will be on the Contractor until such time as the School District accepts delivery of the Goods. Contractor will be liable for any loss or damage to the Goods caused by Contractor or its subcontractors, their agents or

employees, and Contractor will replace or repair said Goods at its own cost to the complete satisfaction of the School District.

19. ***Amendments; Binding Agreement; Assignment.*** Any amendment to this Agreement must be in writing and signed by both parties. This Agreement shall be binding upon and inure to the benefit of the parties. No assignment or attempted assignment of this Agreement or of any rights hereunder shall be effective without the prior written consent of the School District.

20. ***Authority.*** Each of the undersigned parties warrants it has the full authority to execute and delivery this Agreement.

21. ***Authorized Representatives.*** Any consent, approval, authorization or other action required or permitted to be given or taken under the Contract Documents by the School District or the Contractor, as the case may be, shall be given or taken by one or more of the Authorized Representatives of each, except as provided by applicable law or School District policy.

22. ***Applicable Law; Jurisdiction.*** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the Hennepin County District Court or United States District Court of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

23. ***Compliance with Laws.*** The Contractor warrants that all work performed pursuant to this Agreement shall be in compliance with all federal, state and local laws, ordinances, regulations, rules, and standards, as well as all requirements set forth in the Contract Documents, or any further requirements of the School District. The Contractor and all subcontractors shall conform to the labor laws of the State of Minnesota, and all other laws, ordinances and legal requirements pertaining to the Project. Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Minnesota Rules 5200.1000 to 5200.1120, this Agreement may be subject to the prevailing wages as established by the Minnesota Department of Labor and Industry.

24. ***Warranty.*** The Contractor warrants that the Work shall be in accordance with the Contract Documents, applicable law and trade standards and free from material structural defects, improper workmanship or defective materials. Contractor shall replace, correct, or repair any Work not in accordance with the Contract Documents, applicable law and trade standards or any defects caused by faulty materials, equipment or workmanship for a period of two (2) year(s) from the date of completion of the Work. Nothing in this Section shall be construed to place a time limit with respect to any other obligation Contractor may have under this Agreement.

25. ***Entire Agreement.*** The Contract Documents and any addenda or amendments thereto signed by the parties shall constitute the entire Agreement between the School District and Contractor, and supersedes any other written or oral agreements between and School District and Contractor.

26. ***Severability.*** In the event that any one or more of the provisions of this Agreement, or any application thereof, shall be found to be invalid, illegal or otherwise unenforceable, the

validity, legality, and enforceability of the remaining provisions in any application thereof shall not in any way be affected or impaired thereby.

27. **No Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach of any other covenant, agreement, term, or condition, nor does it imply that such covenant, agreement, term or condition may be waived again.

28. **Data Practices.** Any and all data created, collected, received, stored, used, maintained, or disseminated by the Contractor pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and the Contractor must comply with these requirements as if it were a government entity. This Section does not create a duty on the part of the Contractor to provide access to public data to the public if the public data are available from the School District, except as required by the terms of this Agreement. The Contractor will report immediately to the School District any requests from third parties for information related to the Agreement.

29. **Audit.** The Contractor must allow the School District, or its duly authorized agents, and the state auditor or legislative auditor reasonable access to the Contractor's books, records, documents, and accounting procedures and practices that are pertinent to all work provided under this Agreement for a minimum of six years from the termination of this Agreement.

30. **No Third-Party Beneficiary.** The Contractor acknowledges that nothing contained in this Agreement nor any act by the School District or the Contractor shall be deemed or construed by the Contractor or by any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture between the School District and the Contractor.

31. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

EXHIBIT B

SCOPE OF WORK AND SCHEDULE OF PERFORMANCE

SCOPE OF SERVICE:

Trane proposes to replace one (1) existing 140 Ton York Chiller and replace it with a 130 Ton CGAM Scroll Trane Chiller.

Tag Data - Air-Cooled Scroll **CGAM**(Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
A1	CGAM-1	1	130 Ton Air-Cooled Scroll	CGAM130A2

Product Data - Air-Cooled Scroll

Item: A1 Qty: 1 Tag(s): CGAM-1

Air-Cooled Scroll Packaged Chiller

Unit Start-up by Trane

130 nominal tons

208V/60Hz/3 Phase

High efficiency/performance

Refrigerant Charge R-454B

With factory installed freeze protection

AHRI certified

Factory installed flow switch - set point 35 cm/sec

Standard Cooling

Grooved pipe connection

Factory insulation 1.25" - high humidity/low evaporator temperature

Performance based on propylene glycol

Wide Ambient

Lanced aluminum fins

Across the line starter/direct on line

Single point connection main line unit power-ancillary items require other
power Circuit breaker-high fault rated control panel
Enclosure Type UL 60335 Rated for Outdoor
Applications BACnet MS/TP Interface
No Wireless
Options High
A short circuit
rating
Elastomeric
isolators
With water strainer factory
installed Super quiet
Architectural louvered panels
Year 1-5 Parts and labor warranty whole unit

Mechanical Installation:

- Drain and capture all glycol for re-use (MPS to provide glycol if needed to top off)
- Remove and demolish one (1) existing air-cooled York chiller installed on roof
- Provide Delivery and Crane hoisting of new chiller and removal of old chiller
- Provide new flanged ball valves, welded pipe and pipe supports to re-connect chiller
- Provide all new Y strainers, thermometers, pressure gauges, vents and drain valves at chiller
- Hook up existing electrical to new chiller
- Refill system to the proper static pressure with glycol, circulate and bleed all air from the system
- Provide 1.5" thick urethane rigid pipe insulation covered with aluminum jacket on all new piping
- Provide controls wiring to re-connect to new chiller
- Work with MPS DDC department to commission and test new chiller and establish BACNET communication
- City of Minneapolis mechanical permit and final inspection

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EXHIBIT C

SCHEDULE OF RATES/PAYMENTS

Total cost of project is \$332,687.00. Payment is net 30.

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



MINNEAPOLIS
PUBLIC SCHOOLS

Resolution: 2025-0051

November 2025

**Resolution authorizing the Dissolution of the Washburn-Southwest Dance
Cooperative**

WHEREAS, Minneapolis Public Schools previously established a dance cooperative between Washburn High School and Southwest High School; and

WHEREAS, the Minneapolis Public Schools Board of Education has authorized the formation of a new dance cooperative that includes Washburn High School, Southwest High School, and Roosevelt High School; and

WHEREAS, the continuation of the previous cooperative is no longer necessary;

NOW, THEREFORE, BE IT RESOLVED, that the Minneapolis Public Schools Board of Education hereby authorizes the dissolution of the existing dance cooperative between Washburn High School and Southwest High School and directs staff to complete all necessary administrative steps to ensure compliance with Minnesota State High School League (MSHSL) requirements and district policies in forming the new cooperative sponsorship.

ADOPTED this 18th day of November of 2025.

Collin Beachy, Chair

Lori Norvell, Clerk

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



MINNEAPOLIS
PUBLIC SCHOOLS

Resolution: 2025-0050

November 18, 2025

Resolution Approving the District's Fiscal Year 2025-2026 Budget Amendment

WHEREAS, the District received additional state attendance revenue of \$3,350,405; and

WHEREAS, the District had \$100,000 in unbudgeted fuel costs; and

WHEREAS, the District had additional expenses of \$90,129 in school staffing adjustments; and

WHEREAS, the District will not receive the grant for Electric Bus of \$7,000,000, reducing revenue and expense; and

WHEREAS, the District will receive additional grant revenue of \$2,062,460; and

WHEREAS, the District will receive \$139,493 reduced Achievement and Integration funding, reducing both revenue and expense; and

WHEREAS, the District's funding for Teen and Parent Services adjusted funding from General to Community Ed, \$1,217,121; and

WHEREAS, the District's funding for ABE Consortium is increased \$138,493 in additional revenue and expense as a passthrough.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby approves the abovementioned changes, which result in the following updated budget.

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



**MINNEAPOLIS
PUBLIC SCHOOLS**

Resolution: 2025-0050

November 18, 2025

	Revenue		Expenditures		Fund Transfers		Change in Fund Balances
General Operating Fund	\$ 620,117,395	\$	640,024,134	\$	(946,191)	\$	(20,852,930)
General Fund Grants	\$ 58,931,642	\$	58,931,642				
General Fund Special Revenue	\$ 23,076,612	\$	23,076,612				
Food Service Fund	\$ 5,882,862	\$	7,329,053	\$	1,446,191	\$	-
Food Service Fund Grants	\$ 17,789,148	\$	17,789,148				
Community Service Fund	\$ 33,673,618	\$	38,495,561	\$	(500,000)	\$	(5,321,943)
Community Service Fund Grant	\$ 1,708,645	\$	1,708,645				
FY 26 Operating Budget	\$ 761,179,922	\$	787,354,795	\$	-	\$	(26,174,873)
Capital Projects Fund	\$ 90,004,525	\$	155,417,464			\$	(65,412,939)
Debt Service Fund	\$ 101,248,920	\$	101,248,920				
Total All Funds	\$ 952,433,367	\$	1,044,021,179	\$	-	\$	(91,587,812)

ADOPTED this 18th day of November 2025.

Collin Beachy, Chair

Lori Norvell, Clerk

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



MINNEAPOLIS
PUBLIC SCHOOLS

Resolution: 2025-0050

November 18, 2025

DIRECTOR	MOVE	SECOND	AYE	NAY	ABSTAIN	ABSENT
Abdi						
El-Amin						
Skjefte						
Cerrillo						
Norvell						
Callahan						
Beachy						
Ellison						
Emerick						