

CASEL

815 Van Buren St.
Chicago, IL 60607

Date Invoice #
4/1/2019 4516

Bill To
Special School District No. 1
Accounts Payable
1250 W Broadway
Minneapolis, MN 55411

P.O. No. Terms Project
Net 30 Technical Asisstance 9/1/1...

Quantity	Description	Rate	Amount
SEL contract services through June 30, 2019. (1st installment)			
	PO 90980 1340, 1005, 790.315.000, 190000007, 530500	\$150,000	\$150,000

Total 103,704.00

CASEL

815 W. Van Buren St.
Chicago, IL 60607

Date Invoice #
4/15/2019 4545

Bill To

Special School District No. 1
Accounts Payable
1250 W Broadway
Minneapolis, MN 55411

P.O. No.	Terms	Project
90980	Net 30	Technical Asisstance 9/1/1...

Quantity	Description	Rate	Amount
	SEL contract services through June 30, 2019. (Final installment)		
	PO 90980 General Mills \$50,000 2489360000	\$50,000	\$50,000.00
	PO 90980 Mpls Foundation \$50,000 2489370000	\$50,000	\$50,000.00

Total	\$100,000.00
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815 W. Van Buren St.
Chicago, IL 60607

Date	Invoice #
2/19/2019	4554

Bill To
Special School District No. 1 Accounts Payable 1250 W Broadway Minneapolis, MN 55411

P.O. No.	Terms	Project
	Net 30	

[illegible]

815 W. Van Buren St.
Chicago, IL 60607

Date	Invoice #
5/16/2019	4616

Bill To
Special School District No. 1 Accounts Payable 1250 W Broadway Minneapolis, MN 55411

P.O. No.	Terms	Project
	Net 30	

[illegible]

CASEL

815 W. Van Buren St.
Chicago, IL 60607

Invoice

Date	Invoice #
10/10/2019	4680

Bill To
Special School District No. 1 Accounts Payable 1250 W Broadway Minneapolis, MN 55411

P.O. No.	Terms	Project
	Net 30	Technical Asisstance 9/1/1...

Quantity	Description	Rate	Amount
	SEL contract services for July 1, 2019 through June 30, 2020. (1st installment)	150,000.00	150,000.00
		Total	\$150,000.00

CASEL

815 W. Van Buren St.
Chicago, IL 60607

Invoice

Date	Invoice #
2/4/2020	4736

Bill To
Special School District No. 1 Accounts Payable 1250 W Broadway Minneapolis, MN 55411

P.O. No.	Terms	Project
2100049383	Net 30	Technical Asisstance 9/1/1...

Quantity	Description	Rate	Amount
	SEL contract services for July 1, 2019 through June 30, 2020. (Final installment)	100,000.00	100,000.00
		Total	\$100,000.00

CASEL

815 W. Van Buren St.
Chicago, IL 60607

Invoice

Date	Invoice #
2/4/2020	4736

Bill To
Special School District No. 1 Accounts Payable 1250 W Broadway Minneapolis, MN 55411

P.O. No.	Terms	Project
2100049383	Net 30	Technical Asisstance 9/1/1...

Quantity	Description	Rate	Amount
	SEL contract services for July 1, 2019 through June 30, 2020. (Final installment) 1340, 1005, 640.315.000, 1900000007,	\$7,500	\$7,500
	SEL Contract Service for July 1, 2019 through June 30, 2020	\$92,500	\$92,500
		Total	\$100,000.00

CASEL

815 W. Van Buren St.
Chicago, IL 60607

Invoice

Date	Invoice #
10/27/2020	4953

Bill To
Special School District No. 1 Accounts Payable 1250 W Broadway Minneapolis, MN 55411

P.O. No.	Terms	Project
2100056563	Net 30	TA 7/1/20 - 6/30/21

Quantity	Description	Rate	Amount
	CDI Community Membership, Additional Collaboration, and Research-Practice Partnership: Principal Pipeline Project. (1 of 3 Installments)	25,000.00	25,000.00
Please remit to:CASEL Lockbox P.O. Box 95253 Chicago, IL 60694-5253		Total	\$25,000.00

CASEL

815 W. Van Buren St.
Chicago, IL 60607

Invoice

Date	Invoice #
10/31/2020	4979

Bill To
Special School District No. 1 Accounts Payable 1250 W Broadway Minneapolis, MN 55411

P.O. No.	Terms	Project
2100056563	Net 30	TA 7/1/20 - 6/30/21

Quantity	Description	Rate	Amount
	CDI Community Membership, Additional Collaboration, and Research-Practice Partnership: Principal Pipeline Project. (2 of 3 Installments)	17,500.00	17,500.00
Please remit to:CASEL Lockbox P.O. Box 95253 Chicago, IL 60694-5253		Total	\$17,500.00

CASEL

815 W. Van Buren St.
Chicago, IL 60607

Invoice

Date	Invoice #
2/2/2021	5158

Bill To
Special School District No. 1 Accounts Payable 1250 W Broadway Minneapolis, MN 55411

P.O. No.	Terms	Project
2100056563	Net 30	TA 7/1/20 - 6/30/21

Quantity	Description	Rate	Amount
	CDI Community Membership, Additional Collaboration, and Research-Practice Partnership: Principal Pipeline Project. (Final Installment)	42,500.00	42,500.00
Please remit to:CASEL Lockbox P.O. Box 95253 Chicago, IL 60694-5253		Total	\$42,500.00



CASEL
815 W. Van Buren St.
Chicago, IL 60607

Invoice

Date	Invoice #
9/15/2021	5395

Bill To
Special School District No. 1 Accounts Payable 1250 W Broadway Minneapolis, MN 55411

Remit To
CASEL Lockbox P.O. Box 95253 Chicago, IL 60694-5253

P.O. No.	Terms	Project
	Net 30	TA 7/1/20 - 6/30/22

Quantity	Description	Rate	Amount
	CDI Community Membership and additional collaboration. (1 of 2 Installments)	36,250.00	36,250.00

Please remit to:CASEL Lockbox
P.O. Box 95253
Chicago, IL 60694-5253

Total \$36,250.00



CASEL
815 W. Van Buren St.
Chicago, IL 60607

Invoice

Date	Invoice #
2/3/2022	5517

Bill To
Special School District No. 1 Accounts Payable 1250 W Broadway Minneapolis, MN 55411

Remit To
CASEL Lockbox P.O. Box 95253 Chicago, IL 60694-5253

P.O. No.	Terms	Project
2100063312	Net 60	TA 7/1/20 - 6/30/22

Quantity	Description	Rate	Amount
	CDI Community Membership	\$12,500.00	
	and additional collaboration. (Final Installment)	\$23,750.00	
			36,250.00

Please remit to:CASEL Lockbox
P.O. Box 95253
Chicago, IL 60694-5253

Total \$36,250.00



CASEL
815 W. Van Buren St.
Chicago, IL 60607

Invoice

Date	Invoice #
8/24/2022	5731

Bill To
Special School District No. 1 Accounts Payable 1250 W Broadway Minneapolis, MN 55411

Remit To
CASEL Lockbox P.O. Box 95253 Chicago, IL 60694-5253

P.O. No.	Terms	Project
2100071639	Net 30	TA 7/1/22 - 6/30/23

Quantity	Description	Rate	Amount
	CDI Community Membership and additional collaboration. (1 of 2 Installments)	26,250.00	26,250.00

Please remit to:CASEL Lockbox
P.O. Box 95253
Chicago, IL 60694-5253

Total \$26,250.00



CASEL
815 W. Van Buren St.
Chicago, IL 60607

Invoice

Date	Invoice #
2/7/2023	5862

Bill To
Special School District No. 1 Accounts Payable 1250 W Broadway Minneapolis, MN 55411

Remit To
CASEL Lockbox P.O. Box 95253 Chicago, IL 60694-5253

P.O. No.	Terms	Project
2100071639	Net 30	TA 7/1/22 - 6/30/23

Quantity	Description	Rate	Amount
	CDI Community Membership and additional collaboration. (Final Installment)	26,250.00	26,250.00

Please remit to:CASEL Lockbox
P.O. Box 95253
Chicago, IL 60694-5253

Total \$26,250.00



CASEL
815 W. Van Buren St.
Chicago, IL 60607

Invoice

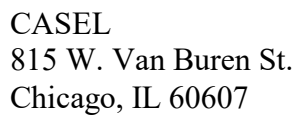
Date	Invoice #
9/13/2023	6083

Bill To
Special School District No. 1 Accounts Payable 1250 W Broadway Minneapolis, MN 55411

Remit To
CASEL Lockbox P.O. 95253 Chicago, IL 60694-5253

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
	CASEL's Community Network Partners, Professional Learning, and CASEL SEL Fellows Academy. (1 of 2 Installments)	26,250.00	26,250.00
		Total	\$26,250.00



Date	Invoice #
6/25/2024	6273

Bill To
Special School District No. 1 Accounts Payable 1250 W Broadway Minneapolis, MN 55411

Remit To
CASEL Lockbox P.O. Box 95253 Chicago, IL 60607

P.O. No.	Terms	Project
	Net 30	Other Earned

[illegible]

Invoice

Reference Number	2623122
Date Registered	5/1/19, 8:31 AM

Registrant Details

Full Name	Email Address	Registrant Type
Ed Graff	ed.graff@mpls.k12.mn.us	General SEL Exchange Registration

Selections

Selection	Quantity	Unit Price	Total
General SEL Exchange Registration	1	\$825.00	\$825.00
Yes, I would like to attend the CASEL Founders Dinner - Celebrating 25 Years	1	\$125.00	\$125.00
		Total	\$950.00

Billed To

Company	Minneapolis Public Schools
Full Name	Ed Graff
Line 1	1250 West Broadway Ave
City	Minneapolis
State/Province/County	MN
Zip/Postal Code	55411
Country	United States
Email Address	ed.graff@mpls.k12.mn.us

Transactions

Date	Transaction Type	Amount
May 1, 2019	Order Amount	\$825.00
May 1, 2019	Online Credit Card Payment [REDACTED]	(\$825.00)
June 26, 2019	Order Amount	\$125.00
	Balance Due	\$125.00
	Payment Method	Credit Card

All Payments Are Due by Monday, July 15, 2019.

Please send Checks, Money Orders, and all other payments to:

CASEL
815 W. Van Buren Street, Suite 210
Chicago, IL 60607
ATTN: SEL Exchange 2019
AP@casel.org (mailto:AP@casel.org?Subject=)

Please provide the name(s) and organization of participants covered by payment.



(<http://casel.org>)

6/26/2019

Invoice: 2019 Social and Emotional Learning Exchange

Collaborative for Academic, Social, and Emotional Learning (CASEL) (<https://casel.org/>)

815 West Van Buren St., Suite 210

Chicago, IL | 60607-3566

For SEL Exchange registration questions, please contact SELEXchange@total-event.com (mailto:SELEXchange@total-event.com?Subject=)

CASEL Privacy Statement (<https://selexchange.casel.org/2019SELEXchange/privacystatement>)

Share on social:



(<https://www.facebook.com/sharer/sharer.php?u=https://selexchange.casel.org/2019SELEXchange>)



([https://twitter.com/intent/tweet?](https://twitter.com/intent/tweet?text=Join+me+at+2019+Social+and+Emotional+Learning+Exchange%21+Find+out+more+at+https%3A%2F%2Fselexchange.casel.org%2F2019SELEXchange+mini-true&url=https://selexchange.casel.org/2019SELEXchange&title=2019+Social+and+Emotional+Learning+Exchange&summary=I%27m+attending+20)

text=Join+me+at+2019+Social+and+Emotional+Learning+Exchange%21+Find+out+more+at+https%3A%2F%2Fselexchange.casel.org%2F2019SELEXchange+



([https://www.linkedin.com/shareArticle?](https://www.linkedin.com/shareArticle?mini-true&url=https://selexchange.casel.org/2019SELEXchange&title=2019+Social+and+Emotional+Learning+Exchange&summary=I%27m+attending+20)

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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 Collaborative for Academic, Social and Emotional Learning “Contractor” (collectively “parties”) to provide district consultation to Senior Leadership and Associate Superintendents.

TERM OF CONTRACT

- 1.1 This Contract is effective on August 7, 2023 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 30, 2024, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District’s Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor’s OWN RISK and as a volunteer.

2 SCOPE OF WORK

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

3 CONSIDERATION AND TERMS OF PAYMENT

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

3.1 *Total Obligation*

District’s total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed \$52,500. 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: Office of the Superintendent
Attn: Rochelle Cox
1250 W Broadway
Minneapolis, MN 55411
Email: rochelle.cox@mpls.k12.mn.us

CONTRACTOR

Collaborative for Academic, Social, and Emotional Learning
Phone: 312.226.3770
Address: 815 West Van Buren St., Suite 210, Chicago, IL 60607
Email: krothschild@casel.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.

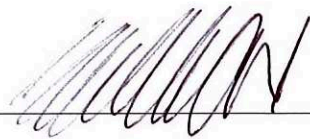
27 SURVIVABILITY

- 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.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____



Name: Rochelle Cox

(Printed)

Title: Interim Superintendent

Date: 8-31-23

CASEL

Signature: _____



Name: Karen Vanausdal

(Printed)

Title: Vice President of Practice

Date: 8/30/2023

Exhibit A:

Deliverables:

CASEL provides these supports for MPS: The Community Network Partners is an opportunity for a cross department team from MPS to regularly engage with a broader network of CASEL partner districts and regions (Collaborating Districts Initiative, Fellows, and other long-time partners). Leadership Support and Development: 1) Associate Superintendents and Senior Officer of Schools: CASEL will design, facilitate and document a monthly professional learning series supporting the growth of the individual leadership of Associate Superintendents and their development into a high functioning team. CASEL will provide nine 3-hour monthly professional learning engagements, one half day retreat, and opportunities for role-alike cross-district learning (virtual) with exemplary leaders from other CASEL district partners. One-on-one coaching calls will be available on demand as requested by Associate Superintendents, up to four calls per person. Professional learning content will be centered on transformative SEL in service of equity and excellence that is aligned with MPS priorities for 2023-24, in addition to ones suggested by the Associates and the Senior Officer of Schools professional learning design, communications strategies and strategic planning and continuous improvement. Increase the coherence and effectiveness of the Associate Superintendents' work with other key departments with the goal of improving their collective efficacy in making progress towards district priorities. Senior Leadership: CASEL will provide professional learning for senior leaders to develop leadership skills that are grounded in transformative SEL, equity and the district's Strategic Plan. The focus will be on increasing the coherence and effectiveness of their collaboration across departments to make progress towards district priorities. CASEL SEL Fellows Academy: The SEL Fellows experience is designed to embody the principles of SEL, weaving together leading transformative SEL and its implementation within the MPS Strategic Plan. All items in the 2023-2024 proposal.

Service Outcome:

Evaluation from participants.

Method of Evaluation:

Through outcomes and conversations.



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

SRM: 4400001888

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[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

The payment terms are as follows: The total value of this agreement shall not exceed \$52,500. MPS shall make payment for services in two installments. The first for \$26,250 and the second for the remaining, \$26,250. MPS shall pay the first installment within 30 days of receiving invoice from CASEL and after the contract has been fully executed, and the second installment 30 days after receiving invoice from CASEL, sent February 1, 2024. Checks should be mailed to: CASEL Lockbox P.O. Box 95253 Chicago, IL 60694-5253.

[The remainder of this page intentionally left blank.]

EXHIBIT C: STUDENT DATA PRIVACY

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

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

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

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

[CONTRACTOR NAME]

Signature

Name

Title

Date



CONTRACT FOR SERVICES – \$25,000 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 Collaborative for Academic, Social, and Emotional Learning “Contractor” (collectively “parties”) to provide Superintendent Roundtable, CASEL’s annual SEL Exchange/Summit, Cross-districts Professional Learning, Continued participation in the CDI to administrators.

TERM OF CONTRACT

- 1.1 This Contract is effective on August 10, 2022 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 30, 2023, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District’s Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor’s OWN RISK and as a volunteer.

2 SCOPE OF WORK

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

3 CONSIDERATION AND TERMS OF PAYMENT

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

3.1 *Total Obligation*

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed \$52,500. 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.

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: Equity and School Climate
Attn: Derek Francis
1250 W Broadway
Minneapolis, MN 55411
Email: derek.francis@mpls.k12.mn.us

CONTRACTOR

Kitty Rothschild
Phone: 312-226-3770
Address: 815 West Van Buren Street, Suite 210, Chicago, IL 60607-3566
Email: krothschild@casel.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: Derek Francis
Derek Francis (Aug 19, 2022 07:48 CDT)

Name: Derek Francis

(Printed)

Title: Executive Director

Date: Aug 19, 2022

CONTRACTOR NAME

Signature: Kitty Rothschild

Name: Kitty Rothchild

(Printed)

Title: Chief Operating Officer

Date: Aug 19, 2022

Exhibit A:

Deliverables:

A CASEL partnership includes participation in exclusive CASEL events and activities for CDI Districts. Registration for all events below is paid by CASEL; travel and lodging expenses are paid by the district:

- Superintendent Roundtable meetings to be held virtually 2-3 times a year with one in person session at the SEL Exchange/Summit (see below). (1 District participant) •

CASEL's annual SEL Exchange/Summit (Registration included for up to 3 district participants) Superintendent participation is requested for this annual event.

- Cross-districts Professional Learning (Registration included for up to 6 District participants inclusive of SEL, Equity, Research and Evaluation, and other Acceleration Team representatives) o 2 in-person (or virtual if necessitated) learning engagements. (One specific to cross-district teams, plus the SEL Exchange described above) o 6-8 virtual learning engagements. (Variety of whole group, role-alike, facilitated, and project-aligned small group work.) Regularly scheduled virtual work sessions for cross-district role-alike groups: District SEL and Equity Leads, Coaches and department members, Research and Evaluation leads. Topics to include: Actionable understanding of SEL in service of equity and excellence; effective coalition building; strategies for elevating sustainable policies and practices; effective communication; movement-enhancing professional learning skills and strategies; student-centered academic integration; authentic, embedded continuous improvement strategies. Continued participation in the CDI also includes:

- Collaboration in continuous improvement efforts for systemic SEL implementation. Collaborative completion of the CASEL District-level implementation rubric annually, along with review and sharing of any existing district- and school-level data reports or presentations. CASEL will provide access to our assessment protocols, tools, and resources (e.g., action-oriented SEL data reporting and associated trainings and companion materials) and support the documenting of implementation progress.
- Designated CASEL liaison(s) for phone/email technical assistance, coaching and continuous improvement support (up to 4 days/32 hours per year) •

Other partnership opportunities as mutually agreed to advance systemic implementation of SEL in service of equitable outcomes for all District Commitment Fee for continuing your district's involvement as a CDI Community Member for fiscal year 2022-23 is \$25,000. As a result of the 2022-23 matching fund, your responsibility will be \$12,500. We have many accomplishments to celebrate together, and also recognize there are questions still to be addressed around implementing and sustaining SEL. Should there be interest in a deeper engagement with CASEL beyond what is described above, we would be happy to discuss with you in further detail. We look forward to many more years of collaborating for a brighter, safer and more successful future for every student. Leadership Support and Development CASEL will provide the Senior Officer of Schools and Associate Superintendents with the following coaching and support:

1. Co-design and co-facilitate with the Senior Officer of Schools of a monthly professional learning series focused on supporting the growth and development of individual

leadership of Associate Superintendents and the development of a high functioning team. CASEL will co-design and co-facilitate ten monthly professional learning engagements, up to five in-person and five virtually. In-person sessions can be up to 3 hours and virtual sessions can be up to 90 minutes. 2. One on one coaching will be available as requested by the Senior Officer of Schools. This can be in-person or virtual as needed. 3. Content will be centered on SEL in service of equity and excellence that is aligned with MPS priorities for 2022-23 and touch on these key objectives:

- Successful onboarding of new Associate Superintendents and the formation of a new Associate Superintendent team. This includes the co-design of a ½ day retreat and 1:1 coaching calls as needed.
- Associates use and model the SEL strategies, tools and resources experienced in the monthly PL series with Portfolios, Network teams and community gatherings. Includes but is not limited to reflection techniques, professional learning design, communications strategies and strategic planning/continuous improvement at the micro and macro levels as evidenced by self-report and observational data by CASEL consultant and district senior leadership.
- Increase the coherence and internal alignment of the Associate Superintendent group with the goal of becoming an effective leadership team that is better able to lead Portfolios in achieving district priorities as evidenced by self-report, principal surveys and observational data provided by CASEL consultant.
- Increase external alignment: Focus is on developing productive relationships and communications across key offices and departments beyond their Portfolios and Network teams.

2 virtual role-alike cross-district learning opportunities with CASEL district partners. In response to requests from the Associate Superintendents, CASEL consultants will align and pair professional learning needs/inquiries from the Associate Superintendents with exemplary leaders within other partner districts. CASEL will support the co-design of professional learning for Senior Leadership Team as requested by the Interim Superintendent.

Service Outcome:

Evaluation from participants

Method of Evaluation:

Though outcomes and conversations

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Email: MPS_InvoiceCapture@concursolutions.com CC: Donna.Thotland@mpls.k12.mn.us
Subject line: Invoice Number and/or Vendor Name Invoices submitted by email (which will have a faster turnaround time than mail) will receive an email confirmation of receipt. Invoices submitted to our old address will be processed but payment may be delayed. Please submit invoices to the updated addresses for fastest processing. The following specifications are required on electronic invoice documents: Please ensure your invoice file is in one of the following formats: .tif/.tiff; .jpeg/.jpg; .png; .pdf (with XFA; with embedded fonts); .doc/.docx; .xls/.xlsx; .eml (file saved using MS Outlook); winmail.dat; .csv; One Invoice per Attachment is preferred for fastest processing, but multiple invoices may be sent in an email; One Attachment per e-mail (preferred); Legible images with high contrast; File must not exceed 10 MB; Security Method: No Security; No Zip files; No inline images or links to offline invoices – invoice must be attached. Mail: MPS c/o Concur Invoice Capture, 10700 Prairie Lakes Drive, Eden Prairie, MN 55344. Hard-copy invoices submitted through the mail should be on plain paper with black ink. Staples, paper clips and other binders should be avoided. It must also clearly indicate which company the invoice is being billed to. You may print the e-mail address provided above on the invoice or cover page as reference. Please do NOT mail: Duplicate Invoices Invoices with more than 30 back-up pages. Please submit these invoices via email. Work or Purchase orders (unless relating to an invoice submitted at the same time). Estimates (unless relating to an invoice submitted at the same time). Invoices with recycled invoice numbers – please use an original invoice number, Communication

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The payment terms are as follows:

The total value of this agreement shall not exceed fifty-two thousand five hundred dollars, \$52,500. MPS shall make payment for services in two installments. The first for twenty-six thousand two hundred fifty dollars (\$26,250) and the second for the balance of twenty-six thousand two hundred fifty dollars (\$26,250). MPS shall pay the first installment within 30 days of receiving invoice from CASEL and after the contract has been fully executed and the second installment 30 days after receiving invoice from CASEL, on February 1, 2023. C

Signature: *Kitty Rothschild*
Kitty Rothschild (Aug 19, 2022 07:20 CDT)

Email: krothschild@casel.org



1250 West Broadway Ave. Minneapolis, MN 55411-2533
Phone: 612.668.0000
www.mpls.k12.mn.us
SRM: 4400001494

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CASEL Contract UPDATED 8.18.2022 v2

Final Audit Report

2022-08-19

Created:	2022-08-18
By:	Donna Thotland (donna.thotland@mpls.k12.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjr15wOdONjAGIGaoDp58wk8wRw1gSVA9

"CASEL Contract UPDATED 8.18.2022 v2" History

-  Document created by Donna Thotland (donna.thotland@mpls.k12.mn.us)
2022-08-18 - 2:53:57 PM GMT- IP address: [REDACTED]
-  Document emailed to Kitty Rothschild (krothschild@casel.org) for signature
2022-08-18 - 2:55:33 PM GMT
-  Email viewed by Kitty Rothschild (krothschild@casel.org)
2022-08-18 - 4:12:28 PM GMT- IP address: [REDACTED]
-  Document e-signed by Kitty Rothschild (krothschild@casel.org)
Signature Date: 2022-08-19 - 12:20:29 PM GMT - Time Source: server- IP address: [REDACTED]
-  Document emailed to derek.francis@mpls.k12.mn.us for signature
2022-08-19 - 12:20:31 PM GMT
-  Email viewed by derek.francis@mpls.k12.mn.us
2022-08-19 - 12:48:25 PM GMT- IP address: [REDACTED]
-  Signer derek.francis@mpls.k12.mn.us entered name at signing as Derek Francis
2022-08-19 - 12:48:41 PM GMT- IP address: [REDACTED]
-  Document e-signed by Derek Francis (derek.francis@mpls.k12.mn.us)
Signature Date: 2022-08-19 - 12:48:43 PM GMT - Time Source: server- IP address: [REDACTED]
-  Agreement completed.
2022-08-19 - 12:48:43 PM GMT



Adobe Acrobat Sign



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 Collaborative for Academic, Social and Emotional Learning “Contractor” (collectively “parties”) to provide Collaborating Districts Initiative (CDI) and Research-Practice Partnership to District and School Leaders

TERM OF CONTRACT

- 1.1 This Contract is effective on September 13, 2021 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 30, 2022, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District’s Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor’s OWN RISK and as a volunteer.

2 SCOPE OF WORK

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

3 CONSIDERATION AND TERMS OF PAYMENT

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

3.1 Total Obligation

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed \$72,500. 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.

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: Accountability, Research and Equity

Attn: Eric Moore

1250 W Broadway

Minneapolis, MN 55411

Email: eric.moore@mpls.k12.mn.us

CONTRACTOR

CASEL, Kitty Rothschild, COO

Phone: [312-226-3770](tel:312-226-3770)

Address: 815 West Van Buren Street, Suite 210, Chicago, IL 60607-3566

Email: krothschild@casel.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:  Eric Moore (Sep 14, 2021 18:48 CDT)

Name: Eric Moore

(Printed)

Title: Senior Officer Accountability, Research and Equity

Date: Sep 14, 2021

CONTRACTOR NAME

Signature: Kitty Rothschild

Name: Kitty Rothschild

(Printed)

Title: Chief Operating Officer

Date: Sep 14, 2021

Exhibit A:

Part I: Continuing Collaboration with CASEL's CDI CDI Community Membership

In 2011 CASEL embarked on an effort to put research into action by launching the Collaborating Districts Initiative (CDI). Since then, our collaborative has grown, representing some of the most diverse districts in the country and collectively educating about 1.6 million students a year.

As a crucial participating district of the CDI, you have been at the forefront of the national movement to create sustainable and systemic reforms through SEL. Through our partnership, we have collaborated to support the development of your district's capacities to plan, implement, and monitor systemic changes that impact schools and classrooms in ways that enhance students' social-emotional development and academic performance.

We invite you to continue to join us as a CDI Community Member. This continued partnership with CASEL includes an opportunity to explore the next stage of learning for systemic SEL in your district including*:

- **Superintendent Roundtable** meetings (1 District participant).
- **CASEL's annual SEL Exchange/Summit**, (Registration included for 6 district participants) Superintendent participation is requested for this annual event.
- **Cross-districts Professional Learning**. (Up to 6 District participants inclusive of SEL, Equity and Research and Evaluation representatives)
- **3 in-person (or virtual if necessitated) learning engagements**. (Two specific to cross-district teams, plus the SEL Exchange described above)
- **6-8 virtual learning engagements**. (Variety of whole group, role-alike, facilitated, and project-aligned small group work.) Regularly scheduled virtual work sessions for cross-district role-alike groups. District SEL and Equity Leads, Coaches and department members, with Research and Evaluation staff members invited to focused learning in areas such as: Implementing Transformative SEL; actionable understanding of equity elaborations; effective coalition building; strategies for elevating anti-racist policies and practices; liberatory mindsets and design; effective communication; sustaining fortitude and courage; movement-enhancing professional learning skills and strategies; student-centered academic integration; authentic, embedded continuous improvement strategies.
- **Continued collaboration in continuous improvement efforts for systemic SEL implementation**. A district R&E representative with the district SEL team will review and share the CASEL District-level implementation rubric annually, along with any existing district- and school-level data reports or presentations. CASEL will provide access to our assessment protocols, tools, and resources (e.g., action-oriented SEL data reporting and associated trainings



1250 West Broadway Ave. Minneapolis, MN 55411-2533
Phone: 612.668.0000
www.mpls.k12.mn.us
SRM: 4400001135

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and companion materials) and support the documenting of implementation progress

- Designated **CASEL liaison(s)** for phone/email technical assistance and continuous improvement support (up to 4 days/32 hours per year)
- Other partnership opportunities as mutually agreed to advance systemic implementation of SEL in service of equitable outcomes for all

District Commitment Fee for continuing your district's involvement as a CDI Community Member for fiscal year 2021-22 is \$25,000. As a result of the 2021-22 matching fund, your responsibility will be **\$12,500**.

We have many accomplishments to celebrate together, and also recognize there are questions still to be addressed around implementing and sustaining transformative SEL. Should there be interest in a deeper engagement with CASEL beyond what is described above, we would be happy to discuss with you in further detail. We look forward to many more years of collaborating for a brighter, safer and more successful future for every student.

Part II: CASEL will facilitate the two streams of work outlined below for MPS for 2021-2022:

- 1) **Monthly CASEL Professional Learning Series for Associate Superintendents (90 minutes in-person whenever possible, virtual if necessitated)** Professional learning will be focused on supporting the growth and development of their individual leadership and team development. Content will be centered on SEL in service of equity and excellence and touch on these key objectives:

- **Use and model the SEL strategies, tools and resources experienced in the PL series with their Portfolios and Network teams.** Includes but is not limited to reflection techniques, professional learning design, communications strategies and strategic planning/continuous improvement at the micro and macro levels as evidenced by self-report and observational data by CASEL consultant and district senior leadership.
- **Increase the coherence and internal alignment** of the Associate Superintendent group with the goal of becoming an effective leadership team that is better able to lead Portfolios in achieving district priorities as evidenced by self-report, principal surveys and observational data provided by CASEL consultant.
- **Increase external alignment:** Focus is on developing productive relationships and communications across key offices and departments beyond their Portfolios and Network teams
- **2 virtual role-alike cross-district learning opportunities with CASEL district partners.** In response to requests from the Associate Superintendents, CASEL

consultants will align and pair professional learning needs/inquiries from the Associate Superintendents with exemplary leaders within other partner districts.

2) Strategic Partnership on SEL as a lever for equity and excellence among key district leaders, offices and departments to facilitate an aligned and coherent approach to the implementation of TSEL in support of MPS priorities for equity and excellence using CASEL ToA and resources including:

- **Acceleration Team/Equity Department (Bi-Monthly inclusive of Acceleration team convenings):** The newly organized department of Equity under ED Kandace Logan supports MPS's equity, SEL, engagement and climate and culture priorities. CASEL consultants will meet bi-monthly with ED Logan/Acceleration team (including Kate Diamond, Julie Young-Burns and others as identified) to help align the MPS CASEL partnership with ongoing district initiatives and provide access to CASEL resources and networks.
- **Accountability, Research and Equity (Quarterly):** CASEL consultants will meet quarterly with Senior Officer Eric Moore to assist in aligning the multiple CASEL touchpoints in MPS with district priorities.
- **Teaching and Learning (Bi-Monthly):** At the request of the Superintendent, CASEL consultants will meet bi-monthly with leaders in the Teaching and Learning department to help support and align the academic plan that is grounded in SEL and equity. This includes accessing the CDI network resources and expertise in the academic integration of SEL and equity.
- **Superintendent's Office (2 times yearly):** CASEL consultants will meet twice yearly with Superintendent Graff.

Two Workstreams - \$60,000

CDI Community Membership and Two Workstreams Grand Total: \$72,500

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EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

The total value of this agreement shall not exceed seventy-two thousand five hundred dollars, \$72,500. MPS shall make payment for services in two equal installments of thirty-six thousand two hundred fifty, \$36,250, each. MPS shall pay the first installment within 30 days of receiving invoice from CASEL and after contract has been fully executed and the second installment 30 days after receiving invoice from CASEL, on February 1, 2022.

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Signature: Kitty Rothschild
Kitty Rothschild (Sep 14, 2021 18:47 CDT)

Email: krothschild@casel.org





CASEL contract for signatures

Final Audit Report

2021-09-14

Created:	2021-09-14
By:	Donna Thotland (donna.thotland@mpls.k12.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjufUVbMXaKYnNb9dh_qS0kOovJ1xlGrT

"CASEL contract for signatures" History

-  Document created by Donna Thotland (donna.thotland@mpls.k12.mn.us)
2021-09-14 - 6:25:18 PM GMT- IP address: [REDACTED]
-  Document emailed to Kitty Rothschild (krothschild@casel.org) for signature
2021-09-14 - 6:26:07 PM GMT
-  Email viewed by Kitty Rothschild (krothschild@casel.org)
2021-09-14 - 11:46:53 PM GMT- IP address: [REDACTED]
-  Document e-signed by Kitty Rothschild (krothschild@casel.org)
Signature Date: 2021-09-14 - 11:47:41 PM GMT - Time Source: server- IP address: [REDACTED]
-  Document emailed to Eric Moore (eric.moore@mpls.k12.mn.us) for signature
2021-09-14 - 11:47:42 PM GMT
-  Email viewed by Eric Moore (eric.moore@mpls.k12.mn.us)
2021-09-14 - 11:47:58 PM GMT- IP address: [REDACTED]
-  Document e-signed by Eric Moore (eric.moore@mpls.k12.mn.us)
Signature Date: 2021-09-14 - 11:48:19 PM GMT - Time Source: server- IP address: [REDACTED]
-  Agreement completed.
2021-09-14 - 11:48:19 PM GMT



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 Collaborative for Academic, Social and Emotional Learning “Contractor” (collectively “parties”) to provide Collaborating Districts Initiative (CDI) and Research-Practice Partnership to District and School Leaders

TERM OF CONTRACT

- 1.1 This Contract is effective on August 24, 2020 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 30, 2021, 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 \$85,000 . 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: Accountability, Research and Equity
Attn: Eric Moore
1250 W Broadway
Minneapolis, MN 55411
Email: eric.moore@mpls.k12.mn.us

CONTRACTOR

CASEL, Kitty Rothschild, COO
Phone: [312-226-3770](tel:312-226-3770)
Address: 815 West Van Buren Street, Suite 210, Chicago, IL 60607-3566
Email: krothschild@casel.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

Eric Moore

Signature: _____

Name: Eric Moore

(Printed)

Title: Senior Officer Accountability, Research and Equity

Oct 23, 2020

Date: _____

CONTRACTOR NAME

Signature: Kitty Rothschild

Name: Kitty Rothschild

(Printed)

Title: Chief Operating Officer

Oct 23, 2020

Date: _____

Exhibit A:

As a CDI Community Member this continued partnership with CASEL includes an opportunity to explore the next stage of learning for systemic SEL in your district including*:

- **A CASEL partnership includes participation in exclusive CASEL events and activities for CDI Districts*, such as:**
 - **Superintendent's Roundtable** meeting (1 District participant).
 - **CASEL's annual *SEL Exchange***, (*Registration included for 6 district participants*) Superintendent participation is requested for this annual event.
 - **Cross-districts Professional Learning.** (Up to 6 District participants inclusive of SEL, Equity and Research and Evaluation representative)
 - **3 in-person (or virtual if necessitated) learning engagements.** (Two specific to cross-district teams, plus the *SEL Exchange* described above)
 - **6-8 virtual 90-minute learning engagements.** (Variety of whole group, role-alike, facilitated, and project-aligned small group work.) Regularly scheduled virtual work sessions for cross-district role-alike groups. District SEL and Equity Leads, Coaches and department members, with Research and Evaluation staff members invited to focused learning in areas such as: *Implementing Transformative SEL; actionable understanding of equity elaborations; effective coalition building; strategies for elevating anti-racist policies and practices; liberatory mindsets and design; effective communication; sustaining fortitude and courage; movement-enhancing professional learning skills and strategies; student-centered academic integration; authentic, embedded continuous improvement strategies.*
 - **Continued collaboration in continuous improvement efforts for systemic SEL implementation.** A district R&E representative with the district SEL team will review and share the CASEL District-level implementation rubric annually, along with any existing district- and school-level data reports or presentations. CASEL will provide access to our assessment protocols, tools, and resources (e.g., action-oriented SEL data reporting and associated trainings and companion materials) and support the preparation of an annual report documenting implementation progress
 - Designated **CASEL liaison** for phone/email technical assistance and continuous improvement support (up to 4 days per year)
 - Other partnership opportunities as mutually agreed to advance systemic implementation of SEL in service of equitable outcomes for all

**Travel and lodging are not included, although eligible for reimbursement in accordance with CASEL's reimbursement policy, up to \$7,000.*

District Commitment Fee for continuing your district's involvement as a CDI Community Member for fiscal year 2020-21 is \$25,000.

We have many accomplishments to celebrate together, and also recognize there are questions still to be addressed around implementing and sustaining transformative SEL. Should there be interest in a deeper engagement with CASEL beyond what is described above, we would be happy to discuss with you in further detail. We look forward to many more years of collaborating for a brighter, safer and more successful future for every student.

Part II: Scope of Work for Additional Coaching/Collaboration

Overview of Proposed Scope of Work for 2020-2021 School Year

Minneapolis Public Schools is entering its fourth year of systemic SEL implementation in partnership with CASEL with a unique set of challenges, strengths and opportunities. CASEL consultants having met with Superintendent Graff and senior leadership have identified a scope of work that will sustain and deepen the progress MPS is making towards its SEL in service of equity goals across the system with a focus in the following 4 areas:

LEADERSHIP: Eight CASEL consultant days to prepare, facilitate and provide follow-up coaching.
(equivalent to up to 60 hours total)

This coming school year will be one of the most demanding in any education leader's career. In MPS there is the added challenge of being the epicenter of the international uprising for racial justice and the year that the district transitions to the Comprehensive District Design. **Associate Superintendents** are responsible for supervising the implementation of a sweeping set of systemic changes this coming school year and will be responsible for much of the professional learning and accountability for their Network team of specialists and principals. CASEL will provide **Associate Superintendents** with:

1. Up to eight professional learning sessions (90 minutes each) that build their capacity (will, skill and knowledge) to lead their teams and principals with SEL as a lever for equity.
2. Curated access to CASEL tools and resources that address needs specific to their contexts.
3. Facilitated opportunities to meet with leaders (virtually) from the CDI to discuss and observe best practices in leadership.
4. CASEL will provide support for **Senior Leadership in focus areas** (Equity, SEL, Integration and Engagement, Research, Equity and Accountability, Teaching and Learning, and Engagement and External Relations) as thought partners, resource providers and critical friends focused on SEL leadership development.
5. CASEL consultants will be available for bi-weekly virtual meetings and, if allowed by both parties, two in-person site visits during second semester. Senior leadership includes Directors and Executive Directors.
6. CASEL consultants will provide additional resources and support for the Director of Equity, SEL, Integration and Engagement team as per their request.

Evidence of Progress: Leaders will demonstrate adoption of leadership strategies and practices that are grounded with SEL in service of their ongoing anti-racist work. For example, leaders will use disaggregated data on both district and school-level practices that prioritize systemic SEL as an approach for addressing disproportionality beyond discipline; leaders will design and facilitate PL for their teams and Networks that demonstrate adult SEL in both content and process.

Progress will be measured via: a) documentation of agendas, planning documents and notes from Network portfolio meetings and team meetings,) existing feedback protocols from principals and team members, and d) brief quarterly self-reports.

CONDITIONS FOR LEARNING Eight consultant days to prepare, facilitate and provide follow-up coaching.



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(equivalent to up to 60 hours total)

MPS is entering into this school year with a set of ambitious systemic and structural initiatives that impact the entire district community. There is increasing clarity about shared priorities and why they are important. There is also a need to align and strengthen the process of implementation in a way that creates coherence and inspiration. Senior leaders have indicated the importance of a process that builds relational trust, identifies common values and shared belief systems.

CASEL will provide senior leaders and Associate Superintendents with

1. Virtual bi-weekly coaching and consulting focused on utilizing implementation strategies that engage stakeholders in SEL as a lever for creating the conditions for relational trust and shared values while making progress towards the goals of the multiple initiatives.
2. Quarterly PL sessions focused on systemic SEL implementation strategies aligned with MPS priorities.
3. Curated resources and opportunities to learn from other CDI leadership teams.
4. CASEL consultants will provide additional resources and support for the Director of Equity, SEL, Integration and Engagement team as per their request.

Evidence of Progress Senior leaders and Associate Superintendents will provide brief reflective self-reports on SEL focus areas (their choice of medium) that include their progress towards designing, communicating and facilitating SEL infused implementation strategies pre, mid-year and EOY. Their implementation plans for key initiatives will reflect attention to common adult SEL goals with accountability indicators explicitly named. Presentations to the School Board will include progress monitoring of implementation benchmarks inclusive of common adult SEL goals.

COMMUNICATION Eight consultant days to prepare, facilitate and provide follow-up coaching.

(equivalent to up to 60 hours total)

There is not yet a clear and common understanding of SEL. Many people in the district conflate mental health and behavioral health with SEL and some see SEL as an intervention to “fix” students, particularly students of color. In order for the district to make progress towards its academic, equity and SEL goals there needs to be a common understanding of what SEL looks like, feels like and sounds like in MPS.

CASEL will provide senior leaders and Associate Superintendents with

1. Virtual bi-weekly coaching, and consulting that includes resources and examples for creating a clear, explicit and consistent message of what SEL means in MPS.
2. CASEL consultants will provide the School Board with a PL session on implementing systemic SEL in the MPS context.
3. In addition CASEL will co-construct a communication plan based on MPS communication guidelines (MPS Communications Department) with Associate Superintendents and their Network teams of specialists from Teaching and Learning, Student and Family Engagement, Equity, SEL Integration and Engagement and provide them with curated resources and opportunities to learn from other CDI leadership teams.
4. CASEL consultants will provide additional resources and support for the Equity, SEL, Integration and Engagement team as per their request.

Evidence of Progress Senior leaders and Associate Superintendents will provide brief reflective self-reports on focus areas (their choice of medium) that include their progress towards developing and implementing

an SEL communications plan for communities in their sphere of influence. Associate Superintendents and senior leaders will share their SEL communications plan with CASEL consultants and be available for revisions based on feedback from stakeholders.

Note: In order to make progress in these three focus areas MPS leaders and staff named in the scope of work will need to participate in scheduled meetings and professional learning, and share data identified in this proposal.

Additional Collaboration Fee for Part II: \$35,000

Part III: Research-Practice Partnership: Principal Pipeline Project & Continuous Improvement

Deliverables:

Research-Practice Partnership including– Development of climate index, principal, teachers and student focus groups and collaboration on summary report on equity centered leadership

Service Outcome:

Advising on and co-development of climate index that identifies leader characteristics that influence effective implementation and positive school climate. The research method will employ a mixed method design that includes: 1. Literature Review of Leadership, equitable practice implementation and school climate 2. The development of a climate index (to understand school leaders) using existing quantitative Academic, Human Resource and SEL/climate survey data 3. Teacher and student focus groups in identified locations with high climate/equitable practice ratings to gain better understanding of the role leaders play in the creation of climate that supports the implementation of equitable practices. 4. In-depth interviews with school leaders. Action Step: 5. Alignment and adjustment of the principal evaluation tool based on collected data and meaning making by the Interpersonal Climate Framework task force and the Wallace leadership team. RPP would examine the extent to which school leaders impact school climate and both the technical and adaptive components effective implementation of equitable practices.

Research-Practice Partnership Fee for Part III: \$25,000

CDI Community Membership, Additional Collaboration, and Research-Practice Partnership: Principal Pipeline Project

Grand Total: \$85,000

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Upon contract execution \$85,000, October 30, 2020 - \$42,500, and February 1, 2021 - \$42,500

Signature:

Email: krothschild@casel.org

[The remainder of this page intentionally left blank.]

Signature: Kitty Rothschild
Kitty Rothschild (Oct 23, 2020 10:44 CDT)
Email: rliebman@casel.org

Signature: Eric Moore
Eric Moore (Oct 23, 2020 10:59 CDT)
Email: eric.moore@mpls.k12.mn.us


CASEL UPDATD Contract 10222020 for signatures updated exhibit A and B

Final Audit Report


2020-10-23

Created:	2020-10-23
By:	Donna Thotland (donna.thotland@mpls.k12.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAT0NYQhapMkCb2-t82RT-63o9KVXWE39


"CASEL UPDATD Contract 10222020 for signatures updated exhibit A and B" History

 Document created by Donna Thotland (donna.thotland@mpls.k12.mn.us)


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2020-10-23 - 3:40:20 PM GMT- IP address [REDACTED]

 Document e-signed by Kitty Rothschild (rliebman@casel.org)


Signature Date: 2020-10-23 - 3:44:07 PM GMT - Time Source: server- IP address: [REDACTED]

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2020-10-23 - 3:46:58 PM GMT- IP address [REDACTED]

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Signature Date: 2020-10-23 - 3:59:43 PM GMT - Time Source: server- IP address: [REDACTED]

 Agreement completed.

2020-10-23 - 3:59:43 PM GMT



MINNEAPOLIS PUBLIC SCHOOLS

Urban Education. Global Citizens.

CONTRACT FOR SERVICES - under \$25,000

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and CASEL, a corporation under the laws of the State "Contractor" (collectively "parties") to provide systemic response to a teacher licensure pathway embedded within a Transformative SEL district. to District-wide.

TERM OF CONTRACT

1.1. This Contract is effective on 6/1/2024 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 6/30/2025, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that 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

Contractor shall perform all of the services set forth herein. 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.

2.1. Deliverables:



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- Support the development of interview protocols measuring systemic support and challenges to developing teacher pathway program in transformative SEL district.
- Conduct 6-8 interviews with key stakeholders supporting the MPS Academy licensure pathway, including principals, faculty, mentors, and pathway staff. Interviews will be conducted at three points: June 2024, December 2024, and June 2025. Interviews will be held virtually or in person.
- Participate in quarterly meetings (90 minutes each) in collaboration with CRTWC to progress monitor the district research design.
- Provide a 3-5-page summary brief of the systemic supports and barriers to implementing a teacher pathway program in a Transformative SEL district.
- Serve as a thought partner as needed on program design and implementation (Maximum 20 hours)

2.2 Service Outcome:

•IO SPED teacher candidates• ESP, Tier J and 2 teachers10 elementary schools- TBD following Interview and Select (by May 25) Key stakeholders for interviews: • 10 principals•? faculty2 MPS A staff

2.3 Method of Evaluation:

Conduct 8-10 interviews with key stakeholders supporting the MPS Academy licensure pathway in June. Interviews will be held virtually or in person. Quarterly meeting with MPS, CASEL, and CRTWC to progress monitor the district research design.

3. CONSIDERATION AND TERMS OF PAYMENT

3.1. The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as follows. District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed \$20,000.00. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2. Payment shall be made by District within thirty (30) days upon Contractor's presentation of an 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. 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.

3.4. 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. AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

4.1. 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.

5. BACKGROUND CHECKS

5.1. 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



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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.

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.

6. DATA PRIVACY

6.1. 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.

6.2. 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.

7. OWNERSHIP OF MATERIAL

7.1. 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.

8. INDEPENDENT CONTRACTOR

8.1. 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.

8.2. District does not have the right to control the procedures for accomplishing the contracted services. The Contractor is to set his/her/its own schedule, determine own methods, furnish own tools, take care of own expenses, provide own office space among other matters.

8.3. 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.

9. WORKER HEALTH, SAFETY AND TRAINING

9.1. 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, which 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.

10. INSURANCE

10.1. Contractor maintains a program of self-insurance authorized by Minnesota Statute Section 471.981 or maintains an insurance program with the coverages required below.

10.2. 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.



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

10.4. 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.

10.S. 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.

11. INDEMNIFICATION

11.1. 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

12. TERMINATION

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

12.2. 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



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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.

13. RECORDS MANAGEMENT AND MAINTENANCE

13.1. 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.

14. AUTHORIZED REPRESENTATIVE

The District's Authorized Representative is Sharifa Urey , or his/her successor, whose contact information is (612) 668-0000, 1250 W Broadway Minneapolis Minnesota 55411, and who has the responsibility to monitor the Contractor's performance and the authority to accept notices and services provided under this Contract.

The Contractor's Authorized Representative is Primary Contact: Rob Jagers : Primary Contact
Phone Number: - Primary Contact Email: rjagers@casel.org - Organization Address:
www.casel.org who has the responsibility to ensure satisfactory services are provided and the authority to accept notices. If the Authorized Representative changes at any time, the Contractor must immediately notify the District.

15. ASSIGNMENT

15.1. 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.

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

16.1. This Contract shall be construed under Minnesota law. Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically



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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.

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.

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1250 *West* Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

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Contract template updated September 2022

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SPECIAL SCHOOL DISTRICT NO. 1

Signature: *[Handwritten Signature]*
[Derek Francis \(Jun 17 2024 16:44 CDT\)](#)

Name: Derek Francis

Title: Executive Director Equity and School Climate

Date:

CONTRACTOR *[Handwritten Signature]*
Signature;

Name: Rob Jagers

Title: rjagers@casel.org

Date: Dec 11 *[Handwritten Signature]*



12.50 West Broadway Ave. Minneapolis, MN 55411-2533
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EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Upon Completion of services

(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.

- I. 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.

- BY SIGNING BELOW, CONTRACTOR ACKNOWLEDGES AND AGREES THAT IT UNDERSTANDS THE TERMS OF TMS 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.***

Date _____



mps casel tsel contract 0624

Final Audit Report

2024-06-17

Created:	2024-06-17
By:	Sharifa Urey (Sharifa.Urey@mpls.k12.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfh3Hjp-GGmBdYQHP-kzxfU3bpvcdje-K

"mps casel tsel contract 0624" History

-  Document created by Sharifa Urey (Sharifa.Urey@mpls.k12.mn.us)
2024-06-17 - 4:51:41 PM GMT- IP address: [REDACTED]
-  Document emailed to derek.francis@mpls.k12.mn.us for signature
2024-06-17 - 4:51:58 PM GMT
-  Email viewed by derek.francis@mpls.k12.mn.us
2024-06-17 - 9:44:26 PM GMT- IP address: [REDACTED]
-  Signer derek.francis@mpls.k12.mn.us entered name at signing as Derek Francis
2024-06-17 - 9:44:54 PM GMT- IP address: [REDACTED]
-  Document e-signed by Derek Francis (derek.francis@mpls.k12.mn.us)
Signature Date: 2024-06-17 - 9:44:56 PM GMT - Time Source: server- IP address: [REDACTED]
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