

CHARTER SCHOOL COLLABORATION AGREEMENT

between

Special School District No. 1, Minneapolis Public Schools,
and
Hiawatha Academies

This Agreement is between Special School District No. 1, Minneapolis (the “District”), located at 1250 West Broadway, Minneapolis, MN 55411, and Hiawatha Academies, (the “Partner”) (and collectively the “Parties”), located at 3810 East 56th Street, Minneapolis, Minnesota 55417.

Recitals

1. Under Minn. Stat. 124D.10, as amended (the “Act”), subdivision 27, and all other applicable state and federal statutes, rules, and regulations, the Parties are empowered to enter into this Agreement.
2. Each of the Parties represent that it is duly qualified and agrees to perform all services described in the Agreement to the satisfaction of both the District and Partner.
3. The Minneapolis Board of Education (the “District’s Board”) oversees and manages the public schools of the City of Minneapolis (the “City”), and desires to provide the highest quality education available to children of the City;
4. Partner is a high-performing, innovative network of public charter schools with demonstrated expertise, impact, and ability to scale to effectively to address the achievement and opportunity gap among low-income children and youth in Minneapolis;
5. The mission of Minneapolis Public Schools (“MPS”) states, “We exist to ensure that all students learn. We support their growth into knowledgeable, skilled and confident citizens capable of succeeding in their work, personal and family lives into the 21st century.” With the MPS vision being, “Every child college and career ready”;
6. The District has developed a set of strategies to improve academic performance by improving capacities at existing MPS schools through collaborative agreements with high-performing charter schools that have demonstrated the capacity to close the achievement gap;

7. The District and the Partner mutually agree to enter into the Agreement pursuant to Minnesota Statute § 124D.10 Subd. 27 for the purpose of collaboration between a school district and a charter school; and

NOWTHEREFORE:

In consideration of the mutual promises herein contained, the parties hereto hereby agree as follows:

Agreement

SECTION 1. TERMS OF AGREEMENT

- 1.1 This Agreement is effective on September 18th, 2014, or the date of the last signature of the parties, whichever is later, and shall remain in effect for a period of two (2) years, or until all obligations set forth in this Agreement have been satisfactorily fulfilled, or this Agreement has been terminated, whichever occurs first.
- 1.2 The Parties understand that NO WORK SHOULD BEGIN UNDER THIS AGREEMENT until all required signatures on this Agreement have been obtained and the Agreement has been authorized and/or approved by the District's Board and the "Charter School Board" (as hereinafter defined). Any work performed by either party prior to such time shall be considered as having been performed at such party's OWN RISK and as a volunteer.
- 1.3 Survival of Terms. The following clauses are expressly intended survive the expiration or cancellation of this Agreement: Section 6, Finances and Compensation (for obligations arising before termination); Paragraph 8.3, Indemnification.

SECTION 2. DEFINITIONS.

- 2.1 "Agreement" means this contract between the District and the Partner as required by the Act. The Agreement incorporates by reference: Exhibit A. Professional Development - SCOPE OF SERVICES, 2014-2015.
- 2.2 "Applicable Law" means all state and federal laws, rules, and regulations, which from time to time may be amended, applicable or made applicable to Minnesota charter school collaborative agreements and any regulations and guidelines issued pursuant to those laws, rules, and regulations.
- 2.3 "Charter Law" means the Minnesota Statutes § 124D.10 *et seq.*, as amended, and any rules or regulations adopted by the Education Commissioner relating to this law.
- 2.4 "Charter School Board" means the Board established to govern the Partner, as required under Minnesota Statutes § 124D.10, subd. 4c.

2.5 "Schools" refers to any schools operated and supervised by the District.

2.6 "Education Commissioner" means the Commissioner of the Minnesota Department of Education or his or her designee.

2.7 "Department" means the Minnesota Department of Education.

2.8 "State" means the State of Minnesota.

SECTION 3. RESPONSIBILITIES OF THE DISTRICT

3.1 Pursuant to this Agreement, the District shall:

- (a) Notify the Partner in a timely manner in writing of any District-owned school facility the District intends to sell and/or lease.
- (b) Purchase Professional Development Services from the Partner, to the extent desired by the District, as described in Exhibit A, and in accordance with Section 6 of this Agreement.
- (c) Annually, provide use by the Partner of the Minneapolis Student Survey, to be used at the discretion of the Partner, as permitted by state and federal law.
- (d) Include the Partner in District joint student enrollment activities and collaboration with District's strategic enrollment partnerships, including, but not limited to:
 - a. Dissemination of information about the Partner, including, but not limited to, conducting and providing the Partner a booth at all district-wide and/or enrollment zone specific events at which District is promoting enrollment, as well as associated advertising and promotion for the event, at no additional cost to the Partner.
 - b. In any school guidebook listing schools and their programmatic offerings, the Partner will have a listing along with MPS-authorized charter schools, and be identified as a Preferred Partner Charter School. The Partner will be similarly identified on the District website under the Office of New Schools.
 - c. In counseling parents about their enrollment options in Minneapolis, staff will include the Partner when appropriate.
 - d. Including information about the Partner in any online school request center for parents.
 - e. To the extent utilized by the District, include enrollment information about the Partner on any enrollment kiosks maintained or operated by the District.

- (e) At the request of the Partner, the District will engage in discussion with the Partner about the following areas of collaboration to be explored in the future:
 - a. Sharing of student transportation services between the District and the Partner.
 - b. Access to District student athletic activities and facilities for the students enrolled at Partner schools.
 - c. Leveraging economies of scale for the purchase of school supplies and/or District services.
 - d. Inclusion of the Partner in the District's value-added modeling system for teacher evaluation.

SECTION 4. RESPONSIBILITIES OF THE PARTNER

4.1 Pursuant to this Agreement, the Partner shall:

- (a) Provide Professional Development Services to the District Schools, in accordance with Exhibit A, in order to share best practices with the District, and to submit invoices for such services in accordance with Section 6 of this Agreement.
- (b) Provide informational and promotional materials to the District as requested to facilitate joint enrollment activities.
- (c) Report the Partner student achievement data sufficient to permit the District to include the academic performance of the students of the Partner in reports to the Department consistent with Minnesota Statutes § 124D.10 Subd. 27.
 - a. Nothing herein shall prohibit the District or the Partner from separately reporting academic performance to the Department, State, or any other entity.

4.2 Availability of Reports, Data. In addition to the requirements set forth in Section 4.1, the Partner shall:

- (a) Provide the District with a copy of its Annual Report within twenty (20) days of filing with its Authorizer.
- (b) Maintain good academic standing. For purposes of this subdivision, "good academic standing" shall mean:
 - a. The Partner shall be considered to be in good academic standing if the schools operated by the Partner do not have a designation of Priority School or Focus School under the State NCLB Waiver, the Multiple Measurement Rating.

- (c) The Partner shall comply with Minnesota Statutes Chapters 125A and 124D to the extent applicable to Charter Schools, all applicable rules implemented pursuant to these chapters, and all Federal and State law relating to the education of students with disabilities.

SECTION 5. OPERATING REQUIREMENTS

5.1 Data Privacy. The Parties agree that any information that either Party they creates, collects, receives, stores, uses, or disseminates during the course of performance of this Agreement, which concerns the personal, financial, or other affairs of the other Party's Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws related to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. The Parties must comply with any applicable requirements as if it were a governmental entity. The remedies in Minnesota Statute § 13.08 apply to the Parties. Each Party shall report immediately to the other Party any requests from third parties for information related to this Agreement. Each Party shall respond to any such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements. Within fifteen (15) days of completion or termination of this agreement, Partner will return all documents, data and other information provided by the District.

5.2 Health and Safety.

(a) Same as School District Requirements. The Partner will meet all applicable federal, state, and local health and safety requirements applicable to school districts. (Minnesota Statutes § 124D.10, subd. 8)

(b) Immunization. The Partner will comply with Minnesota Statutes § 121A.15, requiring proof of student immunization, including immunization against measles, rubella, diphtheria, tetanus, pertussis, polio, mumps, and haemophilus influenza type B and hepatitis B.

5.3 Human Rights. The Partner will comply with the Minnesota Human Rights Act, Minnesota Statutes Chapter 363A, which prohibits unfair discriminatory practices in employment, public accommodations, public services, and education; and will comply with Minnesota Statutes § 121A.04, which requires equal opportunity for members of both sexes to participate in athletic programs.

5.4 Insurance. The Partner shall acquire and maintain the insurance coverage required by Minnesota Statutes § 124D.10 Subd. 25(c).

5.5 Liaison. Each Party shall designate a liaison to oversee performance pursuant to this Agreement, and each Party shall promptly notify the other Party of any change(s) to the liaison. At the time of execution of this Agreement, the designated liaisons for the Parties are:

For the District:

Betsy Ohrn
Director, Office of New Schools
1250 West Broadway Avenue
Minneapolis, MN 55411
(612) 668-0731

For the Partner:

Eli Kramer
Executive Director
3810 East 56th Street
Minneapolis, MN 55417
(612) 987-5688

SECTION 6. FINANCES AND COMPENSATION

6.1 Compensation.

- (a) Any compensation or other payments due to Partner hereunder shall only be payable upon Partner's submission of appropriate documentation therefore and as otherwise provided in this Section and Exhibit A. To this end, Partner shall prepare and submit numbered invoices accompanied by any supporting documentation as may be required by the District, including the following: certification by Partner that the Services and materials invoiced were provided; a description of the Services and materials invoiced; and a written progress report concerning the provision of the Services and materials, if requested by the District or District's Board.
- (b) Any compensation or other payments due to the District hereunder shall only be payable upon District's submission of appropriate documentation therefore and as otherwise provided in this Section. To this end, the District shall prepare and submit numbered invoices accompanied by any supporting documentation as may be required by the Partner, including the following: certification by District that the Services and materials invoiced were provided; a description of the Services and materials invoiced; and a written progress report concerning the provision of the Services and materials, if requested by the Partner.

6.2 The District's obligation to make any payments for any Services rendered hereunder is expressly contingent upon Partner having satisfactory performed the same and in accord with Exhibit A. Partner shall meet with the District's representatives to discuss Partner's performance of such Services, as the District and/or Board may deem necessary. In the event that District reasonably determines that Partner's Services are not satisfactory, or if the District's Board reasonably believes Partner otherwise has breached

any of its obligations under this Agreement, the District may take corrective action, including, but not limited to, the following:

- (i) Delay of payment;
- (ii) Adjustment of payment; and/or
- (iii) Suspension or termination of this Agreement in accordance with Section 7.

Payment will be made by the District for any Services provided hereunder within thirty (30) days of its receipt of Partner's invoice therefore in accordance with this Section. The 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.

Notwithstanding anything to the contrary, and without limitation, the District has not promised or guaranteed any minimum amount of work, and Partner understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

6.3 Final Accounting. In the event that this Agreement is not renewed or is otherwise terminated in accordance with Section 7, the Partner shall submit a final invoice within thirty (30) days of the Expiration Date or Termination Date, whichever occurs first.

SECTION 7. RENEWAL, NONRENEWAL, AND/OR TERMINATION FOR CAUSE.

7.1 The Parties may renew this Agreement for up to two (2) years if mutually agreed.

7.2 Voluntary Non-Renewal. In the event that the Parties to this Agreement do not desire to renew the Agreement, the Parties shall fulfill their respective obligations hereunder to the end of the term of this Agreement. Nothing herein shall obligate the District or the Partner to renew this Agreement.

7.3 Termination with or without Cause. Either Party may terminate this Contract with or without cause upon thirty (30) days written notice to the other party.

7.4 Non-renewal of Partner. If the Partner's school is not renewed by its authorizer, this Agreement shall be deemed terminated immediately upon written notice.

SECTION 8. GENERAL TERMS

8.1 Amendments. This Agreement may only be amended by written agreement executed by both parties.

8.2 District Authority. Except as otherwise provided by this Agreement or Applicable Law, the District has no authority, control, power, administrative or financial responsibility over the Partner. This provision does not prohibit the Parties from contracting for any services deemed appropriate in the future.

8.3 Indemnification. The District and the Partner both agree to release, defend, indemnify and hold harmless the other party, its board, officers, students, 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 either party's breach of this agreement. Neither Party shall settle or compromise any claim in which the other party has been named and for which such party is obligated to indemnify without a signed agreement. The Parties agree that Minnesota law limits liability in certain circumstances, governed by the Municipal Tort Liability Act, Minnesota Statutes, Section 3.376 and other applicable laws.

8.4 Severability. In the event that any provision of this Agreement shall be determined to be invalid, unlawful, or unenforceable to any extent, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful or unenforceable, shall not be affected thereby, and each remaining provision of this Agreement shall continue to be valid and may be enforced to the fullest extent permitted by law.

8.5 Non-assignment. Neither party shall assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party, and any attempted unpermitted assignment shall be null and void and without further effect; provided, however, that, upon the sale or transfer of all or substantially all of the assets of the Partner, or upon the merger by the Partner into or the combination with another entity, or upon the liquidation or dissolution of the Partner, this Agreement will inure to the benefit of and be binding upon the person, firm or entity purchasing such assets, or the entity surviving such merger or consolidation, or the shareholder effecting such liquidation or dissolution, as the case may be .

8.6 General Compliance and Assurances. The District and the Partner agree to comply with all Applicable Laws including, but not limited to, the Charter Law.

8.7 Choice of Law and Forum Selection. This Agreement shall be governed by, subject to and construed under the laws of the State without regard to its conflicts of laws provisions. For this purpose, the Parties specifically consent to jurisdiction in Minnesota.

8.8 Entire Agreement. This Agreement supersedes and replaces any and all prior agreements and understandings between the District and the Partner or its representative(s), to include the Contract for Services dated January 14, 2014. Any amendments to this Agreement shall be in writing and executed by the same parties who executed the original Agreement, or their successors in office.

8.9 Background Checks. Partner 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. Partner will conduct criminal background checks in accordance with state and federal law for all agents and employees who will have direct contact with students.

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

HIAWATHA ACADEMIES, PARTNER

By: 
(Signature)

Bernadeia H. Johnson
(Print Name)

Superintendent, Minneapolis Public
(Title & Organization)

September 18, 2014
(Date)

Schools

By: 
(Signature)

Elias Kramer
(Print Name)

Executive Director, Hiawatha Academies
(Title & Organization)

09/18/2014
(Date)

CHARTER SCHOOL COLLABORATION AGREEMENT: LIST OF EXHIBITS

A. Professional Development - SCOPE OF SERVICES, 2014-2015

EXHIBIT A

Professional Development - SCOPE OF SERVICES, 2013-2015 Agency Information Form

Name of Agency: Hiawatha Academies
Address: 3810 East 56th Street
City: Minneapolis State: MN Zip Code: 55417
Phone: 612-987-5688 Fax: 612-825-4777
Primary Contact(s): Eli Kramer
Phone Number(s): 612-987-5688
Email: ekramer@hiawathaacademies.org

Description of Services:

The Partner shall provide professional development services to District Schools, as defined in Section 2.5 of this Agreement, in support of improving instructional practices, student and family engagement.

Services to be Provided:

1. Prior to delivering any professional development services, the Partner shall collaboratively work with the District Schools to create a Workplan, which will include:
 - a. The date, time, and intended participants for each professional development activity.
 - b. The learning objectives for each professional development activity and how attainment of these objectives shall be measured.
 - c. The specific work products that shall be generated by each professional development activity.
2. The Workplan created and submitted by the Partner and the District Schools must be approved by the District prior to professional development activities commencing. The District may request clarifications and revisions to the Workplan to ensure the effectiveness of activities and the rigor of student achievement goals. Professional development activities conducted prior to District approval of the Workplan are not eligible for compensation.
3. The professional development activities included in the Workplan may generally be:

- a. Conducting facilitated professional development workshops and trainings with 5 or more participants.
- b. Topics may include:
 - o STEP administration and instructional implications for teachersSchool Culture
 - o Parent Engagement
 - o Supporting English Language Learners
 - o Additional topics as agreed upon in the Workplan.

Compensation:

Hourly rates of compensation are established for the activities included in this Agreement as detailed in Exhibit A as follows; conducting facilitated professional development workshops and trainings, \$200.00 per hour. The total compensation allowed under this Agreement over the full two-year term for professional development activities in Exhibit A is \$50,000, or the total compensation for the activities in the District-approved Workplan, whichever is less. The frequency and duration of activities to be delivered under this Agreement will be based on the District-approved Workplan.

Reporting and Accountability

1. On a quarterly basis, or as an attachment to each invoice submitted pursuant to this agreement, the Partner must submit documentation on the professional development activities conducted during the previous quarter, including:
 - a. The attendees for each activity.
 - b. Evidence showing attainment of each activity's objectives as stated in the District-approved Workplan.
 - c. Any work product arising out of each professional development activity as stated in the District-approved Workplan.
2. On an annual basis, using the timeline and format created by the District, the Partner must collaborate with the District Schools to create and submit a report on the District Schools' progress toward attainment of the student achievement goals in reading from the District-approved Workplan.