

Board of Directors Meeting
Bdote Learning Center
3216 E 29th St. Minneapolis, MN 55406
May 24, 2021
4:30-6:00 p.m.

AGENDA

1. Opening Items
 - a. Record Attendance and Guests: AD
 - b. Call Meeting to Order: AD
 - c. Approve May 24, 2021 agenda: AD
 - d. Approve April 15, 2021 Minutes: AD
 - e. Approve April 26, 2021 Minutes: AD
 - f. Statement of Conflict of Interest: AD

2. Finance
 - a. Review and Approve April 2021 Financials and Check Register: Michael Dudero, CLA

3. Leadership report: Interim Director
 - a. Personnel Changes
 - b. Staff Language policy draft
 - c. Event planning committee Update
 - d. COVID response team Update

4. New business:
 - a. Vote on Secretary
 - b. IQS Extension
 - c. Lease Aid Application
 - d. Authorized Organizational Representative
 - e. Designs for Learning contracts: Human Resource Services and Technology Services
 - f. Committee Reports
 - i. Search Committee: Recommendation and Vote for Director Position
 - ii. Parent Committee
 - iii. Development & Strategic Planning Committee
 - iv. Curriculum Committee
 - v. District Advisory Council
 - vi. Finance Committee

5. Old business:
 - Board Training
 - Recommendation on Ceremony Pay: Sisoka D.
 - Recommendation on calendar: Barry H.

6. Public comment:
 - a. Each speaker must sign up in the Zoom chat and will have 2 minutes to speak.

7. Adjourn

DRAFT

**Board of Directors Meeting
Bdote Learning Center
3216 E 29th St.
Minneapolis, MN 55406
Emergency Meeting**

**April 15, 2021
8:00 am**

Minutes

1) Opening Items

Record Attendance and Guests

Board members present Louise M., Barry H., Autumn D., Odia W.K., Tedi G.O., Sisoka D, Arthur L., Robert P. Jewel A., Mary H.

Guest: Graham Hartley

Meeting called to Order by Autumn D. at 9:09 am.

2) Payment to Bill Zimniewicz

The Governance Committee recommend that the school pay Bill Z. half of his remaining contract in honor of his service and to support his recovery. We recommended three payments made bi-weekly with payroll for a payment of just over \$9,000. Our goal is also to fundraise to cover this expense. Mary made a motion to approve the payment. Robert seconded the motion. Approved.

3) Louise made a motion to seat Barry Hand. Mary H. seconded the motion. Approved.

4) Interim School Director position recommendation.

The Governance Committee recommended offering the Interim Director position to Veronica Briggs. Jewell made a motion to approve. Louise seconded the motion. Approved.

Meeting adjourned 9:30 am.

Board of Directors Meeting
Bdote Learning Center
3216 E 29th St. Minneapolis, MN 55406
April 26, 2021
4:30-6:00 p.m.

Minutes

Record Attendance and Guests:

Board members present Louise M., Sisoka D., Tedi G.O., Arthur L, Barry H., Odia W.K.

Board members absent: Mary H. Jewel A., Autumn D.

Guests: Mick D., Angela C., Beth B., Graham H., Veronica P.B.

Meeting called to order at 4:55 pm.

Sisoka made a motion to approve the agenda, Odia seconded. Approved.

Sisoka made a motion to table to table the April 15, 2021 Minutes. Odia seconded. Approved.

Statement of Conflict of Interest given. None made at this time.

March 2021 financials and check register presented by Michael Duderer, CLA. Tedi made a motion to approve and accept the checks. Barry seconded. Approved.

Interim Director Veronica Briggs-Peterson gave her report.

- a. COVID Response Team update: Met 4/23. 6-8 remain distance learning. K-5 is hybrid. Rethinking the year-end powwow due to covid concerns.
- b. Recruitment Committee: Has met and is working on sitting down with families and talking to parents about commitment to school and program.
- c. Language Policy. Working on rewarding language use and creating safe and strike zones for English language use. Veronica will send out what she has been working on to board.
- d. Krissy Wright: agreed to mentor Veronica.

2. New business:

- a. Committee Reports:
Parent Committee met, elected new chair, Dr. Kate Beane.
There was a unanimous vote for non-concurrence that will be sent to MDE, and there will be steps that the school and board will have to take to address the problems.
Board members would like to see the AI Education Plan that was approved in December 2020.
- b. Barry made a motion to approve the Word of Mouth contract. Sisoka seconded. Approved.
- c. Sisoka made a motion to approve Veronica Peterson Briggs as the IOWA (Identified Official with Authority). Odia seconded. Approved.
- d. Barry made a motion to review the 2021-2022 calendar because of the conflicts with ceremony in the summer. Arthur seconded. Approved. Barry will lead the review and present to the board at the next meeting.
- e. BLC currently does not provide for paid leave for ceremonies. The board would like to look in the possibility of doing this and perhaps paying back pay for last year, and what the cost would be. Sisoka made a motion to review the school's policies around paid leave for ceremonies. Barry seconded. Approved. Sisoka will research this and present to the board.

3. Old business:

Board Training Reminder. Louise reminded board that training needs to start within six months of being seated and end within one year or the board member most step off the board. Louise will resend the link that Bill shared with the board at a prior meeting. Board members were also asked to send any training certificates to Iva for school records.

4. Public comment: None made.

5. Sisoka made a motion to adjourn the meeting at 5:58. Adjourned.

DRAFT

May 24th 2021 Board Meeting

Leadership Report

- A. Personnel Changes
 - a. Iva Bunker (Rasmusson) will be retiring on June 18th, 2021.
 - b. Emily Kunze (Schwartz) resigned and their last day is on May 28th, 2021.
 - c. Elisa Waukazo was terminated from Bdote learning Center on May 24th, 2021.

- B. Staff Language policy draft
 - a. See attached document.

- C. Event planning committee Update
 - a. Dakota Kindergarten graduation June 9th 2021
 - b. Ojibwe Kindergarten graduation June 7th 2021
 - c. Dakota 8th grade graduation June 2nd, 2021
 - d. Ojibwe 8th grade graduation June 8th 2021
 - e. All event groups are scheduled to be outside and to have masks for unvaccinated attendees (unless eating/drinking).

- D. COVID response team Update
 - a. Dakota 8th grade students were given the option to opt into in-person learning, numbers are limited. We also had parent/guardians sign waivers.
 - b. Ojibwe K-2, Ojibwe 3-5 and Dakota 1-2 switched to 4 days a week for hybrid learning.
 - c. Guidance's from MDE was provided last week about school settings wearing masks. We are requiring staff to continue wearing masks due to all students being unable to become vaccinated.

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Bdote Learning Center Target Language Policy

This policy herein addresses the schools mission and vision of developing a love of lifelong learning, language and cultural fluency for heritage languages of these lands which includes Dakota, Lakota, Nakota, Ojibwe, and HoChunk.

In order to foster Dakota and/or Ojibwe on the Bdote Learning Center school site, it is REQUIRED to speak either Dakota or Ojibwe in the following spaces:

- Homeroom classrooms (Rooms 102, 104, 106, 108, 204, 208, 213, 215)
- First and Second Floor Hallways
- All Restrooms
- Gymnasium

Each space above will be provided a small 3 foot by 3 foot designated English ONLY square. The spaces are taped off in pink. These spaces are to be used when target language and non-verbal language are unable to fulfill the needs of communication.

It is always preferred if you speak in Dakota or Ojibwe to foster the mission and vision of Bdote Learning Center throughout the entire facility or when in the presence of our staff and students. However, with English being the dominant language in our community that we serve, Bdote Learning Center has designated the following spaces where you can speak English without any repercussions:

- Main Office (room 100)
- Wolf Den (room 113)
- Bear Cave (room 200)
- Triage (Partitioned area of Gymnasium)
- Library (Room 206)

Staff with exemptions to the designated Dakota/Ojibwe ONLY speaking areas

Bdote Learning Center acknowledges that we may have contracted professionals (i.e. Speech Services, Occupational therapists, etc) who work within our site. The school will provide a pink lanyard for these staff to indicate to students and staff that they are not target language proficient nor are they required to meet language proficiency when contracted to work at Bdote Learning Center. These professionals will be asked to limit their English usage throughout the building as much as possible, but will not be held to the full time staff requirements.

Visitors of the school who are not contracted professionals with our organization (this includes community partners, tourists, and families of our students) will be given a red lanyard when visiting the school to indicate to staff and students that they are primarily English speaker and would like to not be spoken to help assist in our fostering of Dakota/Ojibwe language spaces.

Staff with specialized English yellow lanyard include Dean of Students, English Language Learners Teacher, Social Worker, Technology Director and School Librarian.

Written: 3/18/2021

This policy will be taken under revision and updated at the next transitional phase, July of 2021.

DRAFT

Language immersion assessment of the school will be done twice a year. This will occur at the beginning of the year and the end of the year. The school will contract out to another immersion organization to assess our organization. The contracted individual will provide a grade to our school based on our immersion practices in all areas of our school. The purpose of this language immersion assessment is to let all staff know how we as a school can do better in our fostering Dakota or Ojibwe language and immersion practices.

Offices of the following staff members are exempt from the immersion model but it is encourage for people visiting these spaces to

“Pat on the back”

- This is a recognition system to encourage and highlight staff who have shown exceptional growth in our immersion environment.
- You cannot recommend yourself for a *Pat on the Back*.
- A staff member must make a recommendation to ___ to issue a *Pat on the Back*.
- ___ will determine if the recommendation is worthy of a *Pat on the Back*.
- All *Pat on the Back*'s will be placed in your on-site mailbox.

What is an example to receive a “Pat on the Back”?

- Perfect Attendance to language table
- Stopping to make conversation in the target language for 3 consecutive days without a previous trend of this.

What does a *Pat on the back* get you?

- Gift cards for food
- Gift cards for coffee
- Bdote Bucks

Repercussions of violating this language policies implementation:

1. First offense: Staff member will be given a verbal warning from the Education Director.
2. Second offense: Staff member will be given a written warning from the Education Director. This written warning will be placed in the employees file.
3. Third offense: Staff member will meet with the Education Director and Human Resources to develop a Professional Improvement Plan (PIP). This PIP will be placed in the employees file.
4. If a staff member has failed to fulfill the duties set forth in their PIP, the staff member's contract will be subject to non-renewal for the following academic year.

Written: 3/18/2021

This policy will be taken under revision and updated at the next transitional phase, July of 2021.



EDUCATING THROUGH AN INDIGENOUS LENS
3216 East 29th Street, Minneapolis MN 55406, 612-729-9266

May 24, 2021

Tom Melcher, Director
Division of School Finance
Minnesota Department of Education
1500 Highway 36 West
Roseville, MN 55113

Re: FY2022 Charter School Lease Aid – Bdote Learning Center 4226-07-010

Dear Mr. Melcher

I am writing in my capacity as the Interim Director at the Bdote Learning Center to request FY2022 Lease Aid for Bdote Learning Center, a K-8th grade charter school entering into its eighth year of operations leasing educational space from St Albert the Great Catholic Church. The school is located at 3216 E 29th St in Minneapolis.

We have enclosed the lease aid application and other required documents. Please feel free to contact me if you need any additional information. I can be reached at 612-729-9266 or by email at veronicab@bdote

Sincerely,

Veronica Peterson-Briggs
Interim Director

FY 2022 Charter School Lease Aid Certification Form – Part 1

This form is to certify that your school meets certain criteria and complies with statutes for charter school lease aid. Please complete both pages of this form and return with your lease aid request letter.

Charter School Name: Bdote Learning Center		Charter School Number: 4226-07	
Address: 3216 East 29th Street		City: Minneapolis	State: ZIP Code: MN 55406
Contact Name: Veronica Peterson-Briggs	Telephone Number: 612-729-9266	Email Address: veronicab@bdote.org	

Checking the items below indicates your compliance with the following regulations and statutes:

- Federal, State and Local Requirements:** The charter school building meets health and safety codes per [Minnesota Statutes, section 124E.03, subdivision 2\(a\)](#), which states in part, “A charter school shall meet all federal, state, and local health and safety requirements applicable to school districts.” (See Attachment D).
- Building Lease Aid:** [Minnesota Statutes, section 124E.22](#), states, in part, “A charter school must not use the building lease aid it receives for custodial, maintenance service, utility, or other operating costs.”
- Disabled Accessibility:** The charter school administration and school board are aware of the requirements of Title II of the Americans with Disabilities Act (ADA) and will comply with those requirements.
- Lease is not with a Related Party:** The charter school leases property from a non-profit corporation under chapter 317A or a cooperative under chapter 308A or leases property from a for-profit organization where there are no related party affiliations as defined in Minnesota Statutes, section 124E.13, subdivision 2 (a).

(a) A charter school is prohibited from entering a lease of real property with a related party unless the lessor is a nonprofit corporation under chapter 317A or a cooperative under chapter 308A, and the lease cost is reasonable under section 124E.22, paragraph (a), clause (1).

(b) For purposes of this section and section 124E.02:

- (1) “Affidavit” means a written statement the authorizer submits to the commissioner for approval to establish a charter school under section 124E.06, subdivision 4, attesting to its review and approval process before chartering a school.
- (2) “Affiliate” means a person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with another person;
- (3) “Control” means the ability to affect the management, operations, or policy actions or decisions of a person whether by owning voting securities, by contract or otherwise.
- (4) “Immediate family” means an individual whose relationship by blood, marriage, adoption, or partnership is more remote than first cousin.
- (5) “Person” means an individual or entity of any kind.
- (6) “Related party” means an affiliate or immediate relative of the other interested party, an affiliate of an immediate relative who is the other interested party, or an immediate relative of an affiliate who is the other interested party.

FY 2022 Charter School Lease Aid Certification Form – Part 1 (continued)

Charter School Name: Bdote Learning Center Charter School Number: 4226-07

- (c) A lease of real property to be used for a charter school, not excluded in paragraph (a), must contain the following statement: "This lease is subject to Minnesota Statutes, section 124E.13, subdivision 2."
- (d) If a charter school enters into as lessee a lease with a related party and the charter school subsequently closes, the commissioner has the right to recover from the lessor any lease payments in excess of those that are reasonable under section 124E.22, paragraph (a), clause (1).

School districts are neither non-profits nor cooperatives, and therefore do not fall under this exception and are ineligible to rent to schools for which they authorize. This prohibition does not prevent school districts from renting to charter schools for which they are not the authorizer.

Fire Code Compliance: The charter school has been inspected by the Minnesota State Fire Marshal or its local designee within the last three years for compliance with the Minnesota State Fire Code for Educational Occupancy and has an inspection report showing that any outstanding violations discovered during the initial inspection have been remedied.

Date of last final/closed fire inspection: 10/18/19

I hereby verify the information provided in Part 1 of the FY 2022 Charter School Lease Aid Certification Form to be true and correct.

Print Name of Person Preparing Form Signature of Person Preparing Form Date

Print Name of Board Chair Signature of Board Chair Date

FY 2022 Charter School Lease Aid Certification Form – Part 2

Charter School Name and Address: Bdote Learning Center	Charter School Number: 4226-07
Approved FY 2022 Authorizer: Innovative Quality Schools	Building Owner/Lessor Name and Address: St. Albert the Great, 2836 33rd Av. S., Minneapolis, MN 55406
Will this be the first time your charter serves students at this location? <input type="radio"/> Yes <input checked="" type="radio"/> No 	

Lease Information

Square Footage: 24,000 square feet	Total July 1, 2021, through June 30, 2022, sum certain annual lease cost:
Is the lessor an affiliated nonprofit building corporation? <input type="radio"/> Yes <input checked="" type="radio"/> No If yes, what date was the affiliated nonprofit building corporation formed? _____ If yes, what date was the lease agreement with the affiliated nonprofit building corporation last modified? _____	
Does the affiliated nonprofit building corporation own the facility? <input type="radio"/> Yes <input checked="" type="radio"/> No Does the affiliated nonprofit building corporation lease to a non-school tenant in the building? <input type="radio"/> Yes <input checked="" type="radio"/> No	
If answered yes, please provide MDE a copy of the lease agreement with the non-school tenant.	
Are there any expenses included in your sum certain annual lease cost that will be paid to the landlord in FY 2022 which include: custodial, maintenance services, utilities, Common Area Maintenance (CAM) costs, landscaping, snow removal, lawn care costs, property taxes, property insurance for the building that are paid to the landlord or property management fees? <input type="radio"/> Yes <input checked="" type="radio"/> No Property Management fees that are eligible lease aid costs include accounting expenses, advertising, office expenses, and administrative duties related to managing the property. If any of these costs apply, provide a list of the purposes and amounts. Property management fees that are not eligible for lease aid include any CAM costs, utilities, custodial and/or fees such as maintenance, landscaping, snow removal, lawn care costs, license, leasing, late, vacancy, eviction. Please provide a list of the purposes and amounts to be subtracted from the sum certain annual cost above.	
Are there any allowable expenses not included, that are being paid to the Landlord in FY 2022, that the school wishes to submit and add to the sum certain annual cost listed above (e.g. allowable costs: property taxes, property insurance and/or property management fees)? <input checked="" type="radio"/> Yes <input type="radio"/> No Allowable Property Management fees can include accounting expenses, advertising, office expenses, and administrative duties related to managing the property. If yes, please provide a list of the purposes and amounts below. We pay heating and water costs charged on a monthly basis. These costs vary from month to month. Allowable property taxes and property insurance paid to the landlord. If yes, please provide the amounts for each. N/A	

FY 2022 Charter School Lease Aid Certification Form – Part 2 (continued)

Charter School Name Bdote Learning Center Charter School Number 4226-07

Is the charter school currently delinquent with any lease payments? If yes, attach a list of the due dates, amounts owed, and payee(s).	<input type="radio"/> Yes <input checked="" type="radio"/> No
A sum certain annual cost and a closure clause as defined in Minnesota Statutes, section 124E.22, paragraph (a) (3) (i) and (ii), has been written into the lease.	<input checked="" type="radio"/> Yes <input type="radio"/> No

Does the charter school have programs which serve prekindergarten children?	<input type="radio"/> Yes <input checked="" type="radio"/> No
If yes, are the programs instructional?	<input type="radio"/> Yes <input type="radio"/> No
Has the school received approval for "Early Learning Supplemental Affidavit?"	<input type="radio"/> Yes <input type="radio"/> No
Note: If no approval is on file, please clearly identify the space used, square footage, and time usage for these programs.	
Does the charter school rent out any portion of its facilities? If yes, include copies of subleases.	<input type="radio"/> Yes <input checked="" type="radio"/> No
Note: Please clearly identify the space used, square footage, and time usage for these sublease agreements.	

I hereby verify the information provided in Part 2 of the FY 2022 Charter School Lease Aid Certification Form to be true and correct.

 Print Name of Person Preparing Form

 Signature of Person Preparing Form

 Date

 Print Name of Board Chair

 Signature of Board Chair

 Date

FY 2022 Charter School Lease Aid Certification Form – Part 4

Charter School Assurances

[1] I assure that Bdote Learning Center charter school has looked for facilities that comply with Minnesota Statutes, section 124E.03, subdivision 2(a), and section 124E.13, subdivision 1.

Name of Landlord Church of St. Albert the Great

Is this landlord a sectarian (religious) organization? (Please check one) Yes No

If Yes, please complete parts a, b and c below:

a. Identify any involvement of any of the charter school's directors, administrators, or teachers in the sectarian organization. (Please check one) Yes No

b. Identify any telephone or fax numbers, email addresses, employer identification numbers, and employees that the charter school shares with the sectarian organization. (Please check one)

Yes No

c. Identify and describe any activities by the sectarian organization in support of your school, including, but not limited to, fundraising, student recruitment, promotion, any claimed affiliation with your school and sponsorship of school programs or events.

(Please check one)

Yes No

[2] Bdote Learning Center charter school has taken steps to maintain nonsectarian school facilities in compliance with Minnesota Statutes, section 124E.06, subdivision 3(b), such that there are no religious texts, symbols, quotations, or objects displayed in school facilities on school days.

Yes No if No, please complete Parts a and b below.

a. If religious texts or multiple substantive quotations from religious texts are used in any classes or teaching materials other than those appearing as part of survey classes that teach about multiple religions), describe the texts or materials and quotations:

b. Describe all prayers, calls to prayers, invocations, readings of religious texts, and religious greetings that have been delivered in connection with school activities:

FY 2022 Charter School Lease Aid Certification Form – Part 4 (continued)

[3] I assure that if Bdote Learning Center charter school allows religious or other activities on school property during non-instructional time, there is a board-adopted policy allowing equal access to all groups and that such access otherwise complies with Minnesota Statutes, section 124E.06, subdivision 3(b).

Print Name of Charter School Director

Charter School Director's Signature

Date

Print Name of Board Chair

Board Chair's Signature

Date

General Fund Budget – FY 2022

Charter School Name Bdote Learning Center Charter School Number 4226-07

Average Daily Membership (ADM) _____ Pupil Units _____

Revenues	Amount	
General Education Aid		
Title Programs		
Lease Aid		
Special Education		
Other (List)		
Total Revenues		

Expenditures	Amount	Full-Time Equivalent (FTE)
Administrative Salary and Benefits		
Instructional Salary and Benefits		
Non-Instructional Salary and Benefits		
Custodial/Maintenance Salary and Benefits		
Other Salary and Benefits		
Utilities		
Property Taxes		
Building Maintenance and Repair		
Building Lease		
Transportation		
All Other Purchased Services		
Supplies and Materials		
Capital Expenditures		
All Other Expenditures		
Total Expenditures		
Revenue Less Expenditures		
Beginning Fund Balance		
Ending Fund Balance		

FY 2022 Charter School Lease Aid Application Checklist

Charter School Name Bdote Learning Center Charter School Number 4226-07

Building and General Lease Information

- Cover letter addressed to MDE formally requesting lease aid for FY 2022.
- FY 2022 Charter School Lease Aid Application Form – Part 1 (Pages 6-7 attached).
- FY 2022 Charter School Lease Aid Application Form – Part 2 for each address where students are served (Pages 8-9 attached).
- Lease – A copy of the lease agreement including all attachments and/or addenda and signed by both the lessor and the lessee. **Any new lease or any amendment to an existing lease, executed on or after May 18, 2014, must contain a sum certain annual cost and a closure clause as defined in Minnesota Statutes, section 124E.22.**
- A Fire Inspection Report from the Minnesota State Fire Marshal or its local designee within the last three years. The report must show that any outstanding violations discovered during the initial inspection have been remedied.
- Prekindergarten programs clearly identified by the space used, square footage, and time usage.
- Sublease agreement(s) – A copy of the sublease agreement(s) including all attachments and/or addenda and signed by both the lessor and lessee. Subleased space is clearly identified by the space used, square footage, and time usage.

New Charter Schools or Charter Schools with New or Expanded Facilities Only

- Construction – Type of construction (brick, wood frame, etc.) and age of the building.
- Photos – Interior and exterior photos of the leased facility. **Please do not include photos that contain people, as their identity has to be redacted in case of a public data request.**
- Schematic and Space Configuration – Include a schematic of the building and identify the leased space and the programmatic use of each space. Indicate the square footage of each space.
- Certificate of Occupancy (Group E) – A copy of the certificate as issued by the local building official. The certificate **must** show the building is a Group E classification. There can be instances where the Certificate of Occupancy will have a Group E classification for the educational space and a Group A classification for the auditorium or gym space.
- Emergency Action Plan – A plan meeting the Department of Public Safety’s criteria for evacuation of the facility in an emergency.

Board Information

- Listing of current board members, including their term start and end dates and their relationship to the school (i.e., parent, staff, non-parent community member, or ex-officio).
- FY 2022 Charter School Lease Aid Certification Form – Part 3 for each board member (Pages 10-11 attached).
- Schools with an Affiliated Nonprofit Building Corporation (ABC) must submit a list of ABC board members.
- FY 2022 Charter School Lease Aid Certification – Part 4 (Pages 12-13 attached).

Financial Information

- General Fund Budget – FY 2022 Attachment A (Page 14 attached) – An operating budget with detailed revenue and expense items such that the lease cost and revenue are readily identifiable. The budget submission must also include staff Full-Time Equivalent (FTE) as well as student Average Daily Membership (ADM) and pupil units. Schools may submit budgets in a different format, but must also complete and submit Attachment A.

Name and Position of Person Preparing Form

Signature of Person Preparing Form

Date

Lease Aid

The Minnesota Department of Education (MDE) Division of School Finance has received many questions about the timing of lease aid payments. The payment system does not pay each categorical aid (general education, special education and lease aid) equally with each payment. Since lease aid is part of the metering system, this means that the total amount of cash received each pay period is based on all metered payments, no matter from what program you are receiving the payment. If the charter school did not have lease aid, its total payment would be smaller. By June 30, 2022, MDE will have paid 90% of each program's FY 2022 state aid entitlement. See "amount payable, current account" column on the IDEAS State Aids Combined Payment report found on the [Minnesota Funding Reports \(MFR\)](#) section of the MDE website. The balance of 10% of final FY 2022 state aid entitlements will be paid in FY 2023.

The bottom line is that schools are receiving total payments which reflect entitlements, including lease aid; however, each payment is not specifically categorized as lease aid on an equal basis. Again, some future payments will reflect lease aid categorical payments and by year end, 90% of the estimated lease aid entitlement will be paid out.

If the charter school's Current Account Part 1 page of the IDEAS State Aids Combined Payment report shows no entitlement for lease aid, that means a lease aid application for the current year has not been approved; contact the [Lease Aid Review Team](#). For further information regarding the payment process, please contact [Tracy Gann-Olehy](#) (651-582-8318).

Minnesota Statutes Governing Charter School Lease Aid

The sections of Minnesota Statutes cited below govern the Minnesota Department of Education's administration of charter school lease aid. All charter school building leases and lease aid applications will be reviewed for compliance with these statutory requirements. Compliance with these items is not an assurance other legal requirements may apply.

1. [Minnesota Statutes, section 124E.22](#)

Building lease aid.

(a) When a charter school finds it economically advantageous to rent or lease a building or land for any instructional purposes and it determines that the total operating capital revenue under section 126C.10, subdivision 13, is insufficient for this purpose, it may apply to the commissioner for building lease aid for this purpose. The commissioner must review and either approve or deny a lease aid application using the following criteria:

(1) the reasonableness of the price based on current market values;

(2) the extent to which the lease conforms to applicable state laws and rules; and

(3) the appropriateness of the proposed lease in the context of the space needs and financial circumstances of the charter school. The commissioner must approve aid only for a facility lease that has (i) a sum certain annual cost and (ii) a closure clause to relieve the charter school of its lease obligations at the time the charter contract is terminated or not renewed; the closure clause must not be constructed or construed to relieve the charter school of its lease obligations in effect before the charter contract is terminated or not renewed.

(b) A charter school must not use the building lease aid it receives for custodial, maintenance service, utility, or other operating costs.

(c) The amount of annual building lease aid for a charter school shall not exceed the lesser of (1) 90% of the approved cost or (2) the product of the pupil units served for the current school year times \$1,314.

(d) A charter school's building lease aid pupil units equals the sum of the charter school pupil units under section 126C.05 and the pupil units for the portion of the day that the charter school's enrolled students are participating in the Postsecondary Enrollment Options Act under section 124D.09 and not otherwise included in the pupil count under section 126C.05.

2. [Minnesota Statutes, section 124E.07, subdivision 3\(b\)\(c\)\(d\)](#) and [section 124E.14 \(a\)\(b\) and \(c\)](#)

Section 124E.07, subdivision 3. Membership.

(b) An individual is prohibited from serving as a member of the charter school board of directors if: (1) the individual, an immediate family member, or the individual's partner is a full or part owner or principal with a for-profit or nonprofit entity or independent contractor with whom the charter school contracts, directly or indirectly, for professional services, goods, or facilities; or (2) an immediate family member is an employee of the school. An individual may serve as a member of the board of directors if no conflict of interest exists under this paragraph, consistent with this section.

(c) A violation of paragraph (b) renders a contract voidable at the option of the commissioner or the charter school board of directors. A member of a charter school board of directors who violates paragraph (b) is individually liable to the charter school for any damage caused by the violation.

- (d) Any employee, agent, or board member of the authorizer who participates in initially reviewing, approving, overseeing, evaluating, renewing, or not renewing the charter school is ineligible to serve on the board of directors of a school chartered by that authorizer.

Section 124E.14. Conflicts of Interest.

- (a) No member of the board of directors, employee, officer, or agent of a charter school shall participate in selecting, awarding, or administering a contract if a conflict of interest exists. A conflict exists when:
- (1) the board member, employee, officer, or agent;
 - (2) the immediate family of the board member, employee, officer, or agent;
 - (3) the partner of the board member, employee, officer, or agent; or
 - (4) an organization that employs, or is about to employ any individual in clauses (1) to (3), has a financial or other interest in the entity with which the charter school is contracting. A violation of this prohibition renders the contract void.
- (b) The conflict of interest provisions under this subdivision do not apply to compensation paid to a teacher employed as a teacher by the charter school or a teacher who provides instructional services to the charter school through a cooperative formed under chapter 308A when the teacher also serves on the charter school board of directors.
- (c) A charter school board member, employee, or officer is a local official for purposes of section 471.895 with regard to receipt of gifts as defined under section 10A.071, subdivision 1, paragraph (b). A board member, employee, or officer must not receive compensation from a group health insurance provider.

3. [Minnesota Statutes, section 124E.03, subdivision 2](#), states, in part:

Subdivision 2. General federal, state, and local requirements.

- (a) A charter school shall meet all federal, state, and local health and safety requirements applicable to school districts....

Note: A partial listing of such requirements is provided for your information in Attachment D. To ensure that students, staff, parents and guests across the state have safe and appropriate public school buildings, the Minnesota Department of Education charter school lease aid eligibility criteria require that the leased facility must be:

- Inspected as a public school and be certified by the state or local building official for Educational Group E occupancy;
- Inspected by the State Fire Marshal or by a designee approved by the State Fire Marshal's office to inspect public schools. Any violations found in the initial inspection must be remedied within the prescribed timeframes as indicated on the inspection report.

4. [Minnesota Statutes, section 124E.13, subdivisions 1 and 3](#)

Subdivision 1. Leased space.

A charter school may lease space from: an independent or special school board, other public organization, private, nonprofit, nonsectarian organization; private property owner; or a sectarian organization if the leased space is constructed as a school facility. The department must review and approve or disapprove leases in a timely manner for purposes of determining eligibility for lease aid under section 124E.22.

Subdivision 3. Affiliated nonprofit building corporation.

- (a) An affiliated nonprofit building corporation may purchase, expand, or renovate an existing facility to serve as a school or may construct a new school facility. A charter school may organize an affiliated nonprofit building corporation if the charter school:
 - (i) has operated for at least six consecutive years;
 - (ii) as of June 30, has a net positive unreserved general fund balance in the preceding three fiscal years;
 - (iii) has long-range strategic and financial plans that include enrollment projections for at least five years;
 - (iv) completes a feasibility study of facility options that outlines the benefits and costs of each option; and
 - (v) has a plan that describes project parameters and budget.
- (b) An affiliated nonprofit building corporation under this subdivision must:
 - (1) be incorporated under section 317A;
 - (2) comply with applicable Internal Revenue Service regulations, including regulations for "supporting organizations" as defined by the Internal Revenue Service;
 - (3) post on the school Web site the name, mailing address, bylaws, minutes of board meetings, and names of the current board of directors of the affiliated nonprofit building corporation;
 - (4) submit to the commissioner a copy of its annual audit by December 31 of each year; and
 - (5) comply with government data practices law under chapter 13.
- (c) An affiliated nonprofit building corporation must not serve as the leasing agent for property or facilities it does not own. A charter school that leases a facility from an affiliated nonprofit building corporation that does not own the leased facility is ineligible to receive charter school lease aid. The state is immune from liability resulting from a contract between a charter school and an affiliated nonprofit building corporation.
- (d) The board of directors of the charter school must ensure the affiliated nonprofit building corporation complies with all applicable legal requirements. The charter school's authorizer must oversee the efforts of the board of directors of the charter school to ensure legal compliance of the affiliated building corporation. A school's board of directors that fails to ensure the affiliated nonprofit building corporation's compliance violates its responsibilities and an authorizer must consider that failure when evaluating the charter school.

5. [Minnesota Statutes, section 124E.13, subdivision 2 \(a\)\(b\) and \(c\)](#)

Subdivision 2. Related party lease costs.

- (a) A charter school must not enter into a lease of real property with a related party unless the lessor is a nonprofit corporation under chapter 317A or a cooperative under chapter 308A, and the lease cost is reasonable under section 124E.22, paragraph (a) clause (1).
- (b) A related party permitted to enter into a lease under paragraph (a) must include the following statement in the lease: "This lease is subject to Minnesota Statutes, section 124E.13, subdivision 2."
- (c) If a charter school leases space from a related party and the charter school subsequently closes, the commissioner has the right to recover from the related party any lease payments in excess of those that are reasonable under section 124E.22, paragraph (a), clause 1.

For purposes of this section and section 124E.02 paragraph (b)

- (1) "Affidavit" means a written statement the authorizer submits to the commissioner for approval to establish a charter school under section 124E.06, subdivision 4, attesting to its review and approval process before chartering a school.
- (2) "Affiliate" means a person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with another person;
- (3) "Control" means the ability to affect the management, operations, or policy actions or decisions of person, whether by owning voting securities, by contract, or otherwise.
- (4) "Immediate family" means an individual whose relationship by blood, marriage, adoption or partnership is no more remote than first cousin.
- (5) "Person" means an individual or entity of any kind.
- (6) "Related party" means an affiliate or immediate relative of the other interested party, an affiliate of an immediate relative who is the other interested party, or an immediate relative of an affiliate who is the other interested party.

Long-Term Facilities Maintenance (LTFM) Revenue subdivision references for charter schools. According to Minnesota Statutes, section 123B.595, subdivisions 2 (c), and 10 (b), charter schools currently receive \$132 times the adjusted pupil units (fiscal year 2019 and later), and may use LTFM revenue for any purpose related to the school.

Subdivision 2. Long-term facilities maintenance revenue for a charter school.

- (c) For fiscal year 2019 and later, long-term facilities maintenance revenue for a charter school equals \$132 times the adjusted pupil units.

Subdivision 10. Allowed uses for long-term facilities maintenance revenue.

- (b) A charter school may use revenue under this section for any purpose related to the school.

Partial Listing of State, Local and Federal Health and Safety Laws

Note: This list is provided for information only and contains some, but not all federal, state and local health and safety laws. Compliance with the items listed does not fully guarantee that a school has met all federal, state and local health and safety laws as required under Minnesota Statutes, section 124E.03, subdivision 2(a).

Asbestos

- Develop and implement an Asbestos Hazard Emergency Response Act (AHERA) written management plan encompassing [40 Code of Federal Regulation \(CFR\) part 763, subpart E](#) – Asbestos-Containing Building Materials in Schools (ACBM).
- Identify current designated person; ensure designated person is AHERA trained.
- If the designated person is not a district employee, identify local contact person representing school.
- Review and update existing asbestos management plan.
- Develop and disseminate annual written notification.
- Local educational agency (LEA) shall ensure that members of its maintenance and custodial staff (custodians, electricians, heating/air conditioning engineers, plumbers, etc.) who may work in a building that contains Asbestos-Containing Building Material receive awareness training of at least two hours.
- LEA shall ensure all members of its maintenance and custodial staff who conduct any activities that will result in the disturbance of ACBM shall receive 14-hour maintenance/custodial operations and maintenance training in addition to the 2 hours of annual awareness training which is required to be performed at no cost for employees who perform housekeeping operations in an area that contains ACM (asbestos containing materials) or PACM (presumed asbestos containing materials).
- Establish a general work order system and asbestos work order system.
- Establish work practice standard operating procedures.
- Establish emergency response procedures.
- Establish respiratory protection program component for asbestos.
- Provide six-month periodic surveillance of asbestos.
- Maintain and update the asbestos inventories.
- Maintain all records of asbestos events, per the Occupational Safety and Health Administration (OSHA).

- Establish and implement medical monitoring and surveillance program.
- Schedule response action implementation.
- Provide liaison with project designer for projects which exceed three feet.
- Provide and post hazardous warning labels in routine maintenance areas.
- Provide two-hour annual asbestos awareness training, necessary for all maintenance/custodial persons.
- Perform three-year re-inspections.
- Review program and obtain school board approval at least annually.

Accident and Injury Reduction Program: Model AWAIR Program for Minnesota Schools

- Develop and implement a written management plan for accident and injury reduction – for questions about a new [Workplace Accident and Injury Reduction \(AWAIR\) Program](https://www.dli.mn.gov/business/workplace-safety-and-health/mnosh-compliance-awair-program), contact 651-284-5005. (<https://www.dli.mn.gov/business/workplace-safety-and-health/mnosh-compliance-awair-program>)
- Develop procedures that outline how managers, supervisors and employees are responsible for implementing the written program and how continued participation of management will be established, measured, and maintained.
- Identify school district contact person(s) for accident and injury reduction program.
- Review written plan as needed, and update (at least annually).
- Develop and implement a written plan for OSHA-mandated safety committees, as required by [Minnesota Statutes, section 182.676](#). Information on the requirements for organizing a safety committee and the committee’s duties can be found in [Minnesota Rules, chapter 5208.0010](#).
- Conduct safety committee meetings, at least quarterly, to identify and eliminate workplace safety hazards.
- Develop and document methods used to identify, analyze, and control new or existing hazards.
- Identify and document methods of how the plan will be communicated to all affected employees so that they are informed of work-related hazards and controls. Develop and document procedures for investigation of workplace accidents and corrective action.
- Develop and document procedures that outline how safe work practices and rules will be enforced.
- Review program and obtain school board approval at least annually.

Bloodborne Pathogen Standard – Exposure Control Plan

- Develop and implement a bloodborne pathogen exposure control plan encompassing [OSHA standard 29 CFR 1910.1030](#).
- Identify school district contact person(s) as the exposure control officer(s).
- Review written plan, as needed, and update (at least annually).
- Survey the facility to identify job categories in which employees may be at risk to exposure (Exposure Control Plan exposure determination). **Document this process.**
- Provide Hepatitis B vaccinations to **eligible** employees that have an anticipated risk of exposure, not all school employees.
- Train affected employees on proper specific and universal precaution methods and techniques.
- Determine valid exposure incidents. Record and report on First Report of Injury for proper insurance treatment and as required by OSHA recordkeeping.
- Evaluate bloodborne pathogen recordkeeping products and procedures.
- Respond to regulatory agency correspondence, guidelines and recommendations.
- Monitor or provide updates on regulatory changes and new developments.
- Review program and obtain school board approval at least annually.

- For employees identified because they are first-aid responders, ensure these individuals are provided first-aid training (Red Cross training recommended).
- Develop and implement program to provide exposure control kits (e.g., gloves, masks, gowns).
- Pre- or post-exposure evaluation is an approved expenditure to the extent of determining if a person is or is not infected, and the type of the disease(s) (e.g., Human Immunodeficiency Virus (HIV), Hepatitis B Virus (HBV) and Hepatitis C Virus (HCV)).

Community Right-to-Know (CRTK)

- Develop and implement a written management plan for Community Right to Know (CRTK). [Minnesota Emergency Planning and Community Right-To-Know Act \(EPCRA\)](#), phone: 651-201-7408. (<https://dps.mn.gov/divisions/hsem/epcra>)
- Identify school district contact person(s) for community right-to-know.
- Review written plan, as needed, and update at least annually.
- Survey facility for hazardous materials in reportable quantities.
- Develop and maintain hazardous materials collection and storage procedures.
- Review invoices of CRTK-reportable materials for quantity verification.
- Initiate in-house reporting procedure(s).
- Prepare notification correspondence/reports to state emergency response commission and local emergency planning committee (frequently the district's local fire department).
- Train affected employees. Provide annual training.
- Develop and implement CRTK recordkeeping procedures.
- Respond to regulatory agency correspondence, guidelines and recommendations (i.e., Minnesota Emergency Response Commission).
- Provide updates on regulatory changes and new developments.
- Review program and obtain school board approval at least annually.

Compressed Gas

- Develop a written compressed gas plan encompassing [OSHA standard 29 CFR 1910.101](#) – Compressed Gases general requirements.
- Identify school district contact person(s) for compressed gas.
- Review written plan, as needed, and update at least annually.
- Survey the facility to determine compressed gas applications.
- Review current compressed gas safety procedures.
- Identify compressed gas toxic and physical hazards.
- Evaluate compressed gas application to determine if confined space rules apply.
- Determine need for metering equipment/supplies (i.e., Carbon Monoxide (CO), Carbon Dioxide (CO₂), Oxygen (O₂), Sulphur Dioxide (SO₂) and Hydrogen Sulfide (H₂S)).
- Train affected employees on proper compressed gas methods and techniques.
- Monitor compressed gas recordkeeping procedures.
- Respond to regulatory agency correspondence, guidelines and recommendations.
- Monitor or provide updates on regulatory changes and new developments.
- Review program and obtain school board approval at least annually.

Confined Space Standard

- Develop and implement a written management plan for confined spaces encompassing the [OSHA standard 29 CFR 1910.146](#).
- Identify school district contact person(s) for confined spaces.
- Review written plan, as needed, and update at least annually.
- Identify confined space entry hazards. Survey the facility to determine all permit and non-permit confined spaces.
- Review current Confined Space Entry Procedures (CSEP).
Confined Space Description – A confined space is an enclosed area with limited space and accessibility. An example is the interior of a storage tank, which may be occasionally entered by workers for maintenance but is otherwise not a habitable space.
CSEP considerations:
 - 1) Identify confined spaces in the workplace
 - 2) Identify hazards in those confined spaces
 - 3) Take steps to address identified hazards
 - 4) Have a rescue plan for confined space emergencies
- Procure and use proper ventilation, communication, personal protective and gas testing equipment, as needed.
- Train affected employees on proper Confined Space Entry methods and techniques.
- Develop and maintain confined spaces recordkeeping procedures.
- Evaluate confined space recordkeeping products and procedures.
- Respond to regulatory agency correspondence, guidelines and recommendations.
- Monitor or provide updates on regulatory changes and new developments.
- Review program and obtain school board approval at least annually.

Electrical Safety Requirements – (OSHA 29 CFR 1910.301-308 and 1910.331-335)

Many incidents of electric shock occur in schools each year.

- Written plan.
- Contact person.
- Provide training to employees.
- Select and use safe work practices.
- Determine safe use of equipment.
- Provide for protective equipment (contact OSHA for more information).
- Provide training to employees.
- Recordkeeping.
- Annual review.

Emergency Action Plan

- Develop and implement written management plans for each school for each type of emergency: fire, hazardous materials incident, utility disaster and natural disaster. Violence prevention planning *is not* supported under Long-Term Facilities Maintenance (LTFM) revenue, per [Minnesota Statutes, section 123B.595, Subdivision 11](#). (Pending as of 3-5-21 for 92nd Legislative Session, 2020-21).
- Identify school district contact person(s) for each emergency plan.

- Survey the facility to determine the facility's ability to provide safe egress or safe shelter.
- Develop emergency action plan procedures and routes per OSHA standard 29 CFR 1910.38.
- Post evacuation or shelter routes and locations, in each classroom, office or assembly area.
- Route(s) should be shown drawn on 8 x 11 scale building map, preferably color-coded.
- Train affected employees.
- Review written plan, as needed, and update at least annually.
- Develop and implement written recordkeeping procedures.
- Respond to regulatory agency correspondence, guidelines and recommendations.
- Cooperation with local government authorities to ensure the preparation of plans for the protection of students in an emergency. These plans should include sheltering students in schools, or evacuating them to their homes, as well as using the schools as congregate care centers in support of emergency operations. ([Minnesota Governor's Executive Order 19-22 which rescinded 15-13.](#))
- Review program and obtain school board approval at least annually.

Employee Right-to-Know – Hazard Communication (HazCom)

- Develop and implement a written management plan for Minnesota Employee Right-to-Know (ERTK), in compliance with [OSHA 29 CFR 1910.1200](#), and [Minnesota Rules, chapter 5206.0700](#) – the requirements to provide training programs to employees concerning hazardous substances, harmful physical agents, and infectious agents.
- Minnesota has adopted the revised HazCom standard enforced by the Homeland Security and Emergency Management (HSEM) June 1, 2017.
- Identify school district contact person(s) for ERTK.
- Review written plan, as needed, and update at least annually.
- Identify hazard communications functional areas (e.g., kitchen, shops, art, science labs and maintenance).
- Survey the facility to identify chemical, heat, noise, radiation and infectious agents' hazards. Review at least annually.
- Safety Data Sheet (SDS) acquisition, compilation and distribution. Ideally, SDS would be available in each affected department. Global harmonizing system labeling compliance effective June 1, 2015 (Material Safety Data Sheets (MSDS) replaced with Safety Data Sheets (SDS) – formatted documents).
- Perform chemical inventory. Update at least annually. Ideally, chemical inventory would be available with SDSs in each affected department.
- Monitor use and markings on secondary-use containers.
- Minnesota law requires employers to display five state-mandated posters in a location where employees can easily see them. The posters are available at no cost and need to be updated only when Minnesota law changes. Ensure placement of ERTK or Globally Harmonized System (GHS) posters.
- Review and update current ERTK standard operating procedures.
- Perform initial and annual functional area training.
- Provide all recordkeeping activities and procedures.
- Respond to regulatory agency correspondence, guidelines and recommendations.
- Monitor or provide updates on regulatory changes and new developments.
- Review program and obtain school board approval at least annually.

First Aid/CPR/AED (Cardiopulmonary Resuscitation/Automatic External Defibrillator)

- Develop and implement a written management plan for First Aid/CPR/AED.
- Identify school district contact person(s) for First Aid/CPR/AED.
- Determine time for arrival of first aid providers (outside and in-house). See [OSHA Publication 3317 – Fundamentals of a Workplace First-Aid Program](#) and the [OSHA First Aid standard 29 CFR 1910.151](#).
- Review written plan, as needed, and update at least annually.
- Survey facility for First Aid/CPR/AED needs.
- Provide First Aid/CPR/AED training as required.
- Develop and implement program to provide emergency first-aid kits and AEDs.
- Review program and obtain school board approval at least annually.

Food Safety Inspection Certification

- Develop policies and procedures to support the Minnesota Food Code rule.
- Identify school district contact person (certified food manager) who demonstrates knowledge of the Minnesota Food Code.
- Review updates on regulatory standards and reporting requirements.
- Identify critical areas and use a systems approach with Hazardous Analysis Critical Control Points (HACCP). See [HACCP Principles & Application Guidelines](#).
- Respond to regulatory agency correspondence.
- Provide annual training.
- Review program and obtain school board approval at least annually.

Forklift Safety 29 CFR 1910.178

- Develop and implement a written plan.
- Identify contact person.
- Maintain inventory of forklifts.
- Identify employees who operate forklifts and provide required training.
- Ensure safe changing and charging battery procedures for electric forklifts ([OSHA 29 CFR 1910.178](#)).
- Conduct quarterly carbon monoxide monitoring ([Minn. Rules, chapter 5205.0116](#)) in space and annual tailpipe emissions for non- battery operated forklifts.
- Inspect forklifts and provide for all safety equipment required.
- Propane tanks can stay on the forklift units as long as they are being used in a warehouse area. If propane tanks are used on machines in school buildings, the tanks must be removed.

Hazardous Waste

- Develop and implement a written management plan for hazardous waste. These are defined as wastes, which are toxic, combustible, corrosive or reactive.
- Identify school district contact person(s) for hazardous waste.
- Review written plan, as needed, and update at least annually.
- Identify facility hazardous waste streams by functional areas and by waste stream types.
- Examine facility hazardous waste product generation potential.
- Identify actions that minimize or eliminate hazardous waste generation.
- Develop containerization and labeling procedures.
- Review current handling and storage procedures.

- Implement proper waste disposal procedures. Complete disposal manifests.
- Acquire Environmental Protection Agency (EPA) generator number and Minnesota Pollution Control Agency (MPCA) annual permit for each building generating hazardous waste.
- Train affected employees. Provide annual training according to Very Small Quantity Generator (VSQG) or Small Quantity Generator (SQG) criteria.
- Monitor or provide updates on regulatory changes and new developments. Review updates on regulatory standards, reporting requirements and new developments.
- Develop and implement written recordkeeping procedures and maintain all compliance documentation.
- Evaluate boiler and other stack emissions to air with respect to current MPCA stack emissions standards.
- Review program and obtain school board approval at least annually.

Hearing Conservation

- Develop and implement a written management plan for hearing conservation per [OSHA 29 CFR 1910.95](#).
- Identify school district contact person(s) for hearing conservation.
- Review written plan, as needed, and update at least annually.
- Identify hearing conservation hazards. Survey the facility to determine all noise hazards.
- Develop, implement and monitor good hearing conservation practices and procedures.
- Train affected employees on proper hearing conservation methods and techniques.
- Provide initial and annual audiometric testing for employees with an eight-hour, time-weighted average exposure of 85 dB (85 decibels) or more.
- Respond to regulatory agency correspondence, guidelines and recommendations.
- Monitor or provide updates on regulatory changes and new developments.
- Review program and obtain school board approval at least annually.

Hoist Lift and Jacks

- See [Minnesota Rules, chapter 5205.1200](#)
- Develop and implement a written plan.
- Identify contact person.
- Maintain inventory of hoists (rated 1-ton or less), jacks and manlifts (e.g. Genie lift).
- Inspect and document inspection on listed equipment initially for compliance with the regulation.
- Conduct required inspections (depending on use).
- Ensure safety latches are provided on all hoist hooks used on hoist.
- Provide training to employees.
- Recordkeeping.
- Collect annual review.

Indoor Air Quality (IAQ)

- Develop and implement a written management IAQ, encompassing the [United States \(U.S.\) EPA Tools for Schools](#). Also see Minnesota Department of Health (MDH) [“Indoor Air Quality \(IAQ\) in Schools”](#) webpage.
- Identify school district IAQ coordinator for indoor air quality.
- Survey, identify and document situations and work practices that require indoor air quality remediation.
- Training of employees and building occupants toward optimum indoor air quality.
- Develop, document and monitor plan compliance with recordkeeping procedures.
- Respond to regulatory agency correspondence, guidelines and recommendations.

- Monitor or provide updates on regulatory changes and new developments.
- Review program and obtain school board approval at least annually.

Infectious Waste (exclusive of Bloodborne Pathogens, if any)

- Develop and implement a written management plans for infectious waste, if any (note: blood or other potentially infectious materials are covered under Bloodborne Pathogen).
- Identify school district contact person(s) for infectious waste management.
- Identify sources of infectious waste in each facility.
- Review current infectious waste handling procedures.
- Review current internal traffic procedures.
- Review current external transportation/disposal of infectious waste.
- Evaluate current infectious waste recordkeeping products and procedures (including archiving).
- Respond to regulatory agency correspondence, guidelines and recommendations.
- Provide updates on regulatory changes and new developments.
- Provide annual training.
- Review program and obtain school board approval at least annually.

Integrated Pest Management (IPM) Parental Notification

- See [Minnesota Statutes, section 121A.30](#)
- **Integrated Pest Management Definition.** A pest control that emphasizes using a balanced combination of tactics (cultural, mechanical, biological, chemical) to reduce pests to tolerable levels while using pesticides as a last resort to minimize health and environmental risks.
- **Notice.** Requires that a public or non-public school (excluding home schools) planning to apply a pesticide that is a toxic category I, II or III product, classified by U.S. EPA, or a restricted-use pesticide, as designated by federal law, on school property, must provide a notice to parents and employees that they applied such pesticides.
- **School Handbook or Statement of Policies.** In addition to the notice described above, a school that is required to provide a notice shall include in the official school handbook or policy guide a section informing parents that an estimated schedule of applications of pesticides is available for review or copying. A parent may also receive prior notice of each application if requested.
- **Notification for Individual Parents.** Allows a parent to request individual notice of pesticide application on a day different from the days specified in the notice. Prior to applying pesticides, a school must give reasonable notice to a parent requesting such notice.
- **Integrated Pest Management Plan.** Permits each school board to notify students, parents and employees that it has adopted an integrated pest management plan designed to minimize the risk to human health and the environment to reduce the use of chemical pesticides.
- **Pesticides and Pests Defined.** "Pesticide" has the meaning given it in [Minnesota Statutes, section 18B.01, subdivision 18](#), except that it does not include any disinfectants, sanitizers, deodorizers, or antimicrobial agents used for general cleaning purposes. "Pest" has the meaning given it in Minnesota Statutes, section 18B.01, subdivision 17 (see link above).

Laboratory Safety Standard – Chemical Hygiene Plan (mandatory where science labs exist)

- Develop and implement a Chemical Hygiene Plan (CHP) for all laboratories, per [OSHA Laboratory Safety Standard, 29 CFR 1910.1450](#).
- Identify school district chemical hygiene officer to administer the plan (mandatory).

- Review written plan, as needed, and update at least annually.
- Develop chemical inventory and update annually.
- Survey labs to identify potential chemical exposure hazards.
- Review current Chemical Hygiene Plan standard operating procedures.
- Evaluate chemicals against lab projects for necessary acquisition and quantities. Consider disposal of non-essential chemicals. ([School Science Lab Safety Checklist](#)).
- Develop and document routine chemical handling, bulk dispensing procedures, storage and disposal procedures.
- Evaluate engineering controls (e.g., ventilation, chemical storage).
- Train affected employees on proper Chemical Hygiene Plan methods and techniques.
- Develop and document laboratory safety recordkeeping procedures.
- Respond to regulatory agency correspondence, guidelines and recommendations.
- Monitor or provide updates on regulatory changes and new developments.
- Complete fume hood/exhaust ventilation testing annually. Post results on hood.
- Review program and obtain school board approval at least annually.

Lead in School Drinking Water

- See [Minnesota Statutes, section 121A.335](#) – Lead in School Drinking Water
- Identify school district contact person(s) for lead in drinking water.
- Train affected employees.
- Implement the Minnesota Department of Health (MDH) and Minnesota Department of Education (MDE) *Reducing Lead in Drinking Water – A Technical Guidance and Model Plan for Minnesota’s Public Schools* or adopt an alternative plan ([Minn. Stat. § 121A.335, subd. 2](#)). See also: the Long-Term Facilities Maintenance ([LTFM](#)) [webpage](#), bottom right column “Related Offsite Resources” for MDH and MDE “Lead in Water Testing” guidance.
- If an alternate plan is developed locally, review written plan, as needed, and update at least annually.
- Survey each facility to determine the facility’s drinking water taps and fixtures. Note: Actual testing shall be identified as a separate project.
- Conduct water sampling as provided for under MDH, MDE and U.S. EPA rules and guidelines.
- Ensure replacement faucets and hardware meet current National Sanitation Foundation (NSF) lead-free criteria. Note: ***Lead remediation is mandatory if the test conducted under subdivision 3, paragraph (a) ([Minn. Stat., § 121A.335](#)) reveals the presence of lead above a level where action should be taken as set by the guidance.*** If faucets and hardware are replaced, LTFM revenue may be used for this purpose.
- Review updates on regulatory standards, reporting requirements and new developments.
- Maintain all compliance documentation.
- Provide all recordkeeping activities.

Lockout/Tagout

- Develop and implement a written management plan for lockout/tagout, encompassing [OSHA standard 29 CFR 1910.147](#).
- Identify school district contact person(s) for lockout/tagout.
- Review written plan, as needed, and update at least annually.
- Survey the facility to identify energy potential physical hazards that require lockout/tagout.
- Review current lockout/tagout procedures.
- Conduct annual periodic inspection of lockout/tagout procedures.

- Train affected employees on proper lockout/tagout methods and techniques.
- Identify and procure lockout/tagout locks, tags and other devices.
- Evaluate lockout/tagout recordkeeping products and procedures.
- Respond to regulatory agency correspondence, guidelines and recommendations.
- Monitor or provide updates on regulatory changes and new developments.
- Review program and obtain school board approval at least annually.

Machine Guarding

- Identify machine guarding contact person by name.
- Develop a written machine-guarding (shop) plan for each area where fixed machines are used.
- Safeguard shop equipment per machine shop and guarding best practices manual. Shop equipment not safeguarded should be scheduled for proper safeguarding or be replaced.
- Maintain a written preventative maintenance program to machine guarding in proper repair and order developed.
- Provide power outage protection for all required equipment.
- Provide emergency stops for all required equipment.
- Provide proper guards for all equipment.
- Require safe work practice placards for all equipment.
- Used good bid specification criteria for procurement of all future equipment.
- Provide non-slip surface by each piece of equipment.
- Secure fixed equipment to prevent walking or moving.
- Keep a log each of shop or area of employee and student accidents and injuries so that shop improvements can be determined. Corrective action as needed based on accident reports and near misses should be taken.
- Review the program with school board annually.

Mercury

Certain Mercury Use in Schools Prohibited.

[Minnesota Statutes, section 121A.33](#), states that after December 31, 2007, schools (school as defined in [Minn. Stat. § 120A.22, subdivision 4](#)), excluding home schools, shall not:

6. purchase or use elemental mercury for any purpose; and,
7. purchase or use an instrument of measurement that contains mercury, including, but not limited to, a thermometer, barometer, or sphygmomanometer, or a manometer containing mercury.

After December 31, 2009, a school shall not:

8. store elemental mercury for any purpose; and,
9. store an instrument of measurement that contains mercury, including, but not limited to, a thermometer, barometer, sphygmomanometer, or a manometer containing mercury.

This does not apply to thermostats for heating, ventilation, and air conditioning in the school.

OSHA Inspections

- Participate in OSHA review of facility and provide management activity for programs.

- Participate in MDE management assistance mock-OSHA review of facility and management programs. District response to this report is required.
- Work with third-party inspectors such as insurance groups.
- [View General Industry OSHA standards](http://www.osha.gov/) (<http://www.osha.gov/>). Choose “STANDARDS” button for laws and regulations.

Personal Protection Equipment (PPE)

- Develop and implement written personal protective equipment plan, in compliance with OSHA 29 CFR 1910.132-138. Specific organs targeted for protection are hands, feet and face.
- Identify school district contact person(s).
- Review written plan, as needed, and update (at least annually).
- District must survey the facility to identify unsafe, hazardous processes to hands, feet and face, per standards.
- Provide a written hazard assessment signed, dated, and specifying location of workplace evaluated. Conduct hazard assessments for any new tasks/programs.
- Perform initial and annual functional area training.
- Provide personal protective equipment as deemed appropriate for the identified hazards.
- Monitor usage, storage and maintenance practices of employees to ensure adequacy of program.
- Provide all recordkeeping activities and procedures.
- Respond to regulatory agency correspondence, guidelines and recommendations.
- Review program and obtain school board approval at least annually.

Playground Safety

- Develop and implement written management plans for each playground.
- Identify school district contact person(s) for each playground.
- Conduct periodic site review and management plan and update at least annually.
- Present program review to school board at least annually.
- Conduct audit of district outdoor playground facilities for purpose of identifying equipment and site-related hazards referenced in the Consumer Products Safety Commission’s (CSPC) current guidelines. See the [Consumer Product Safety Commission website](http://www.cpsc.gov) (<http://www.cpsc.gov>). Also, see ASTM F1487 “Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.”
- Maintain records of all corrective action to correct or abate hazards noted on playground equipment audits.
- Develop, implement and maintain equipment maintenance checklists.
- Review updates on regulatory, guidance standards and new developments.
- Review program and obtain school board approval at least annually.

Radon

- See [Minnesota Statutes, section 123B.571](#)
- Currently radon testing and mitigation is not mandatory; however, if a school chooses to test, then they are required to report the results of the tests to the Minnesota Department of Health (Minn. Stat. § 123B.571, subd. 3 – see link above).
- See [MDH webpage “Radon in Schools”](#)
- Develop and implement a written management plan for radon identification and remediation.
- Identify school district contact person(s) for radon.
- Implement current U.S. EPA/MDH Radon Gas testing guidance criteria.
- Coordinate diagnostics and mitigation of elevated radon.
- Conduct radon sampling as provided for under MDH and U.S. EPA rules and guidelines.
- Review updates on regulatory standards, reporting requirements and new developments.
- Maintain all compliance documentation.
- Maintain documentation of testing.
- Develop and implement written recordkeeping procedures.
- Train affected employees.
- Respond to regulatory agency correspondence, guidelines and recommendations.
- Review program and obtain school board approval at least annually.

Respiratory Protection Standard

- Develop and implement a written management plan for respiratory protection, encompassing [OSHA standard 29 CFR 1910.134](#).
- Identify school district contact person(s) for respirator protection.
- Review written plan, as needed, and update at least annually.
- Evaluate, identify and document work practices that require respirator protection.
- Review current respiratory protection practices and procedures.
- Train respirator users on the provisions of the written respiratory protection program and on the respirators they use.
- Provide respirator fit test and medical evaluations for workers who are required to wear respirators.
- Develop, document and monitor compliance with recordkeeping procedures.
- Respond to regulatory agency correspondence, guidelines and recommendations.
- Monitor or provide updates on regulatory changes and new developments.
- Review program and obtain school board approval at least annually.

Underground Storage Tanks (UST) and Above Ground Storage Tanks (AST)

- Develop and implement a written management plan for each UST and AST.
- Identify school district contact person(s) for each UST and AST.
- According to Minnesota Pollution Control Agency (MPCA) ensure all USTs above 110 gallons and ASTs with a capacity of 500 gallons or more are MPCA registered. Also reference [Minnesota Statutes, section 116.48](#) – Notification Requirements.
- Ensure all AST installations which are used for combustible materials are reviewed by fire marshal.
- Develop and implement release detection (e.g., tightness testing) plans for all USTs including fuel oil.
- Conduct leak detection testing at frequent intervals for USTs if electronic monitors available.
- Produce and submit reports to agencies necessary for compliance (e.g., MPCA tank registration).

- Conduct periodic site review and management plan and update at least annually.
- Provide and maintain inventory control forms.
- Review program and obtain school board approval at least annually.

Welding, Cutting and Brazing

- Develop and implement a written management plan for welding, cutting or brazing encompassing OSHA standard 29 CFR 1910.251-.255.
- Identify a responsible district contact person.
- Survey the district to identify job categories in which employees may be at risk to exposure.
- Contact OSHA as there are many requirements, referencing [welding, cutting or brazing](http://www.osha.gov/SLTC/weldingcuttingbrazing/index.html) (<http://www.osha.gov/SLTC/weldingcuttingbrazing/index.html>).
- Identify and implement safe work practices, including hot work permit/fire watch, health protection and ventilation.
- Provide annual training to affected employees.
- Provide adequate personal protective equipment.
- Maintain applicable recordkeeping.
- Provide a written program review, and update (at least annually).

Board of Directors

**Bdote Learning Center District #4226-07
3216 East 29th Street
Minneapolis, Minnesota 55406**

BOARD RESOLUTION

We, the Board of Directors for Bdote Learning Center, consent and agree that the following resolution was made on Monday, May 24, 2021, at a regularly scheduled board meeting, in accordance with the Minnesota Open Meeting Law, 13D.04, Subd. 2(a). The board meeting was held virtually in accordance with Minnesota state statute.

The Bdote Learning Center hereby makes one appointment:

Veronica Peterson-Briggs is appointed the position of Authorized Organization Representative (AOR) for all projects funded by ANA (SEDS Grant: 90NA8375 and EMI Grant: 90NB0033) for Bdote Learning Center.

The officers of the board of directors are authorized to perform the acts to carry out this charter school resolution on behalf of Bdote Learning Center.

Autumn Dillie, Board Chair, Bdote Learning Center

Robert Pilot, Board Vice Chair, Bdote Learning Center



EDUCATING THROUGH AN INDIGENOUS LENS

3216 East 29th Street, Minneapolis MN 55406, 612-729-9266

May 25, 2021

Administration for Native Americans
330 C Street SW
Washington, DC 20201

To Whom It May Concern:

On behalf of Bdote Learning Center, I am notifying ANA of a change in the Authorized Organization Representative (AOR) for both the ANA EMI Grant: Bdote Parents, Staff and Alumni Language Project (Grant #90NB0033), and the ANA SEDS Grant: Empowering Our Own: For the Next Generation (Grant #90NA8375). Our new AOR will be **Veronica Peterson-Briggs**, Interim Director for Bdote Learning Center

This change in Bdote's AOR was formally approved through a unanimous vote in favor of a resolution by our duly elected Board of Directors at their meeting held on May 24, 2021. I have attached a copy of that resolution to this letter.

We are pleased to have support from the US Department of Health and Human Services – Administration for Children and Families – Administration for Native Americans. This support enables us to further our efforts to build the next generation of language speakers in both the Dakota and Ojibwe languages, and look forward to our continued work in partnership.

Pidamaya/Miigwech,

Autumn Dillie, Board Chair
Bdote Learning Center



Designs for Learning Services, 2021-2022 CONTRACT FOR HUMAN RESOURCES

This contract (hereinafter referred to as "Agreement") is entered into on _____, between BDOLE LEARNING CENTER, located at 3216 East 29th Street, Minneapolis, MN 55406, (referred to as "BDOLE") and Designs for Learning, 2233 University Ave W, Ste 450, St. Paul, MN 55114 (referred to as "DL").

RECITALS

1. BDOLE is a Minnesota non-profit corporation duly authorized and empowered by a Charter Agreement with the Minnesota Department of Education to form and operate a results-oriented Charter School under Minnesota Statutes Section 124D.10 - 124D.11.
2. DL is an educational consulting firm.
3. BDOLE's Board of Directors has authorized the school to enter into a contract for services to be provided by DL.
4. DL is willing to provide services for BDOLE commencing on May 13, 2021 subject to the terms of this Agreement and pursuant to the laws of the State of Minnesota.

IN CONSIDERATION OF THE RECIPROCAL PROMISES AND AGREEMENTS OF THE PARTIES, EACH AGREEING TO BE LEGALLY BOUND THEREBY, THEY HEREBY AGREE AS FOLLOWS:

SECTION I

The terms and services to be performed under this Agreement by DL and accepted by BDOLE's board are listed below and described in Attachments to this Agreement.

1. Human Resources

\$85 per hour

SECTION II

BDOLE's Board of Directors hereby retains full authority over and responsibility for its students and the program. DL will communicate with BDOLE on a regular basis with regard to subjects of mutual concern.

SECTION III

- A. Either party may terminate immediately or not renew this Agreement upon any of the following grounds:
1. Loss of the school's charter;
 2. For violation of federal, state and local laws, rules or regulations;
 3. Withholding information necessary for DL to perform its services;
 4. Willful violation of any of the terms and conditions in this agreement by either party.
- B. Either party may terminate this Agreement for any other cause, upon 90 days notice in writing. During this 90 day period, DL will continue to provide applicable services in a

timely manner and keep systems up to date. After this 90 day period, DL will transfer all school files, documents, and records in its possession to BDOE.

SECTION IV

- A. With the exception of claims arising under Section IV D of this Agreement, any controversy or claim arising out of or relating to this contract, or the breach thereof, at the insistence of either party, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof, unless parties agree mutually on another non-court dispute resolution process. Any claims arising under Section IV D may be instituted by DL in a District Court of the State of Minnesota.
- B. This Agreement may only be modified in writing, signed by both parties.
- C. Because DL and BDOE can be named in lawsuits brought by parents, BDOE employees, former employees, sponsors, and others, with regard to alleged personal injuries arising from acts of negligence by DL or BDOE employees, each shall add the other as additional insured on their own comprehensive general liability insurance policies. Each shall keep said insurance in full force and effect for the duration of this Agreement. Each party agrees to indemnify and hold the other harmless from any damages arising from acts of their own directors, officers, employees and agents. Nothing herein shall be deemed to provide either party with insurance coverage arising from any failure of or claimed non- or mis-performance of either under contracts between them.
- D. BDOE understands and acknowledges that DL is in the business of providing highly skilled individuals to provide services for charter schools and to serve in responsible positions at charter schools, and that hiring those individuals away from DL would undermine DL's business and cause significant and irreparable injury to DL. BDOE therefore agrees that it will not accept any services similar to those which are provided or offered to it by DL from any individual that has rendered services to BDOE on behalf of DL for a period of one year following the termination of the individual's services to BDOE, and that it will not employ or attempt to employ or solicit for employment, any individual that has rendered services to BDOE on behalf of DL, while that individual is providing services on behalf of DL pursuant to this Agreement and for a period of one year following the termination of the individual's services to BDOE. BDOE agrees that in the event that it breaches this Section IV D, DL shall be entitled to injunctive relief restraining BDOE from employing or contracting with the individual or any business employing or contracting with the individual. BDOE further agrees that DL shall be entitled to recover damages suffered as a result of any breach of this Section IV D, together with DL's reasonable attorneys' fees and litigation costs.
- E. In the event that a Court determines that any portion of Section IV D is not enforceable, the legality of the remaining portions shall not in any way be affected, and the Court shall enforce Section IV D to the extent that it is reasonable if it determines that any portion is invalid or unenforceable as drafted.

This Agreement shall terminate on June 30, 2022, unless terminated earlier as provided above or by mutual consent of the parties.

IN WITNESS WHEREOF, THE PARTIES EXECUTE THIS AGREEMENT AT ST. PAUL, MINNESOTA, THE DAY AND YEAR FIRST ABOVE WRITTEN.

BDOTE LEARNING CENTER

Designs for Learning

By: _____

By: Randy Medel _____

Its: _____

Its: President _____

Contact information for [BDOTE LEARNING CENTER]:

Contact(s) names: _____

Email address(es) _____

Phone number(s) _____

Business Office Contact information:

Name(s) _____

Email address(es) _____

Phone number(s) _____

Please send my Invoices: Electronically US Mail Both

Attachment No. 1

Human Resources: Onsite and Offsite HR Manager Support, and Staff Support for HR related functions

\$85 per hour

The following is a list of possible services we can provide upon request. Services provided can be a combination of on-site and off-site support. We may request an HR Audit to determine your needs for services. Offer support for implementation and guidance. (Compliance to laws, regulations and implementation of our recommendations is the ultimate responsibility of the school.) In HR work, the need for consistency is critical to the success of your organization.

DL may provide insight on government regulations as they arise (ie pandemic response).

NEW HIRES & INTERNAL CHANGES

Client will:

- Notify DL of new hires via the DL approved process.
- Verify new hire is legally able to work in the US and will complete the I-9 form with new hire and keep on file at school.
- Provide new hire paperwork packet to the new employee to complete send to DL if DL is not handling this for the school.
- Sign approval letters as soon as possible.

DL may if requested:

- Upon request and approval, DL will assist with new hire paperwork. This can be completed as packets or online.
- Provide packets of paperwork for new and promoted employees that include all important and current paperwork for employee to complete.
- Contact each new hire to answer questions and orient new employees to benefits as applicable and orient to policies.
- Verify employment history of each new hire by attempting to call 2 work references (try 3 times.)
- Conduct background investigation on new hire within five business days of receiving background check authorization.
- Calculate new payroll amounts for new and internal salaried and agreement employees if school is using DL payroll services.
- Create employment agreements for all agreement employees and letters for all non-agreement employees and submit to School director for approval and signature as soon as practical.
- Contact new hire to arrange orientation, provide agreement or offer letter, and collect new hire paperwork.
- Train employees on harassment and blood borne pathogens using the School-approved system.
- Submit benefit and payroll paperwork to the appropriate School providers.

HR COMPLIANCE

Client will:

- Ensure posters, reports, and handbooks are posted as required and updated as necessary.
- Approve the changes made to posters, reports, and handbooks required by their due dates.
- Ensure all employees are trained in Sexual Harassment and Blood Borne Pathogens.
- School will comply with FSLA requirements such as proper exempt/non-exempt classifications

DL may if requested:

- Send a list of all posting requirements and their due dates annually and/or when updates are required. Offer support for implementation and guidance. (Compliance to laws and regulations is the responsibility of the school)
- Facilitate posting of all required posters by the beginning of the School year.
- Provide a 1-hour online or live training for client in the following areas:
 - Harassment
 - blood borne pathogens
 - Mandated Reporting
 - OSHA Right to Know
 - Diversity
- Provide training for all new and absent employees to review/view.
- DL may provide FLSA status recommendations, but school is ultimately responsible to comply
- Track employee attendance at DL provided trainings.
- Establish and monitor usage of the leave plans required by law or identified in employee handbook.

COMPENSATION PLANNING

Client will:

- Provide a job description (or a list of job functions), the total compensation paid, and the FLSA status for each position that is to be evaluated.
- Provide recruitment and retention information as requested.
- Meet with DL to discuss their strategic goals, the type of plan they are looking for, and what options are available.
- Work with DL to review and revise the plan as needed.
- Keep all Board of Director, Personnel Committees, or other school leadership informed of staffing and compensation.

DL may if requested:

- Analyze the pay setup for each position to determine whether they meet the FLSA regulations and recommend changes as needed.
- DL may provide guidance on FLSA requirements for final school decision making
- Analyze the compensation for selected positions and recommend adjustments as necessary.
- Conduct internal and benchmarking compensation surveys as needed and analyze and evaluate pay rates based on internal worth and external market conditions.
- Analyze the impact of compensation and benefit plans on recruitment and retention.
- Provide written report addressing the analysis and recommendations.
- Develop a compensation plan and pay structure that is consistent with the School's strategic objectives.
- Provide training session to staff to introduce new plan and answer questions if desired.

BENEFITS ADMINISTRATION

Client will:

- Provide benefit information forms and benefit contact information to DL.
- Assists DL in ensuring that all paperwork is completed by the employees within the required timeframes.
- Notify DL of all personnel changes impacting enrollment, COBRA, or dependent eligibility

DL may if requested:

- Advise about and administer employee benefits such as health, dental, disability, life, and other board-approved plans.
- Assist with annual open benefit enrollment at the beginning of the school year.
- Orient all employees involved with the open enrollment period and all new employees as they are eligible for benefits on their benefit options.
- Recommend and research possible changes to the benefit package for employees. Discuss and provide information on alternative benefit options as requested.
- Coordinate a bidding process if desired.
- Submit paperwork to the benefit carriers within required timeframes.
- Submit paperwork deduction requirements to the payroll providers within required timeframes.
- Assist in maintaining a system enrollment forms for employee personnel files onsite (on-line system preferred).
- Complete additions, deletions, changes, and terminations for employees enrolled in health benefits as needed.
- Assist with COBRA enrollment and termination only if COBRA is administered by a 3rd party provider (DL DOES NOT manage COBRA notifications for its clients.)
- Respond to benefit questions as they arise and work with employees to resolve problems.
- Coordinate programs and notify staff when FSA/HSA or other benefit enrollment opportunities arise.
- Provide specific reports related to benefits to clients as requested.
- Ensure compliance of benefits with applicable federal, state, and local laws.
- Complete reporting requirements as needed.

PERSONNEL FILING

Client will:

- Provide all materials currently available to be placed in the personnel files.
- Collect the missing information from employees as requested by DL.

DL may if requested:

- Audit all files maintained on personnel (personnel, medical, I-9, etc.) and verify required information is collected and filed appropriately. Re-create files as necessary.
- Maintain files and update with changes throughout the year.
- Provide documentation to the employee and the School as requested.

PAYROLL CHANGES – HR PORTION

Client will:

- Notify DL of all payroll changes via DL's approved process.
- Provide DL with all of the documentation needed for all payroll changes that are expected to be made by the next payroll no later than 4 business days prior to the pay date.

DL may if requested:

- Enroll all new hires into payroll once all required paperwork has been submitted by client and new hire.
- Calculate pay changes for new hires, promotions, demotions, and separations and enter into payroll system as requested by management.
- Adjust personnel information as requested by employees and management.
- Set up benefit and retirement deductions and garnish wages as required by law.
- Coordinate pay adjustments associated with the leave plans required by law or identified in employee handbook.

- Create payroll-generated employee reports as requested if DL has access to the payroll system.
- Respond to employment verifications as requested or forward to school payroll provider
- Submit required new hire reporting information to the state if DL provides payroll services.

JOB DESCRIPTIONS

Client will:

- Ensure staff complies with requests for information related to the job description development.
- Obtain signed copies of the job description from every employee.

DL may if requested:

- Meet with management to identify what are the strategic goals and School expectations for the staff.
- Conduct surveys and interviews as needed with the staff to identify the core responsibilities of each position.
- Provide template for school to complete regarding physical job analysis for each position,
- Write job descriptions for each position.
- Review with staff and revise as necessary.

PERFORMANCE MANAGEMENT

Client will:

- Provide job descriptions for each position.
- Ensure that all staff respond to requests related to the performance management plan.

DL may if requested:

- Meet with management to identify what are the strategic goals and School expectations for the staff.
- Discuss performance management options and identify the best option for the School.
- Review job descriptions and interview staff to determine measurable criteria for the staff that complies with the School's expectations.
- Develop performance management plan for the School.
- Provide one (1) training session for management and one (1) training session for staff on the new performance management plan.
- Provide ongoing training for new hires as needed and requested.

EMPLOYEE RELATIONS MANAGEMENT

Client will:

- Provide details about the situation in as much detail and as early as possible.

DL may if requested:

On-Site Services

- Maintain a regular on-site schedule to be available to meet with employees and address questions or concerns that they may have (Payroll, Benefits, conflict resolution, and employment verifications).
- Be the liaison between Leadership and staff, if necessary

Conflict Management

- Help employees and leaders settle informal work-related conflicts through advice and recommendations.
- Work with Director and Supervisors to accurately document and process verbal and written warnings.
- Work with the director to implement performance improvement plans.
- In conjunction with or with participation from Leadership, handle terminations – including termination implementation.
- Schedule an on-site monthly meeting to review HR issues with Leadership.

SEPARATIONS AND REDUCTIONS IN FORCE (RIF)

Client will:

- Notify DL of separations at least 5 business days before the separation, or if that is not possible, as soon as they become aware of the separation.
- Work with DL to establish the criteria to be used in a RIF plan if necessary.

DL may if requested:

- Provide HR advice about the separation.
- Contact the separated employee for an exit interview (not generally done with RIF).
- Notifies the payroll and benefit contacts of the School of the separation.
- Respond to unemployment insurance claim responses.
- Work with management staff to establish the criteria to be used in a RIF plan.
- Develop a RIF plan for the School to follow if layoffs become necessary.

SCHOOL INSURANCE – Workers Compensation, OSHA, and MN Unemployment Insurance

Client will:

- Notify DL when on the job injury occur.
- Notify DL of all terminations whether voluntary or involuntary

DL may if requested:

- Coordinate annual renewal with workers compensation broker or carrier and review coverage.
- Review all First Report of Injury & assist staff in completing the required Workers Compensation employee sections of the documentation.
- Evaluate unemployment insurance payment options based on the needs of the School.
- Review documentation of employee's termination, prepare all unemployment paperwork and submit within the required timelines as long as the school provides DL the information in a timely manner.
- Prepare documentation and/or exhibits for unemployment hearings and act as the school's representative in such matters.

EDUCATION ASSISTANCE

Client will:

- Encourage staff to provide all updates to licensure and education to DL.
- Provide student counts by teacher for the October 1 date for STAR reporting.
- Provide a bank of email addresses for all staff that should be notified of training opportunities.

DL may if requested:

- Track licensure to ensure the licenses are current to inform Leadership of the status of licenses.
- Provide referral information to employees for obtaining licensing and variances.

- Track employee education if requested.
- Provide reports on licensure and education levels as requested.
- Identify CEU expectations for each licensed staff member, inform Director, and report periodically if requested.
- Track CEU fulfillment for each licensed individual.
- Explore various CEU training opportunities and communicate to staff.
- Report on CEU fulfillment as needed.
- Apply for out of field permissions & Waivers as needed and as directed by the Executive Director
- Provide referral information to employees for obtaining licensing and variances.
- Complete STAR reporting for the school by the deadline if requested.

Fees: Designs for Learning can provide service with a mix of on-site and off-site assistance invoiced monthly as used at \$85/hour.

Additional Terms

- Most services will be billed on a prorated monthly basis, unless otherwise stated. Additional services requested by the board and approved by DL will be billed on a monthly basis as incurred.
- Services requested but not included in this contract may be provided based on staff availability and at a mutually agreeable hourly rate.
- Travel time to and from the DL office to provide on-site service is billable at the appropriate service offering rate, but we will make every effort to maximize value of all the time billed.
- Additional support that might require travel is billed at the current IRS approved mileage rates and lodging expenses approved in advance by both parties.
- Online offerings (ZOOM, Google Meets, etc) may be billable if our service providers were ready to serve regardless of whether staff or students of the school attended the session.
- Work may be performed on-site or off-site as appropriate.
- Invoices not paid within 30 days will be subject to late fees. Outstanding balances are charged at 1% per month, minimum of \$15.
- We recommend that the director of the school, the president of the school's board, and the President of DL (or their designees) meet two or three times to review the quality of currently delivered services and report their findings to the full board.

Designs for Learning Services, 2021-2022 CONTRACT FOR TECHNOLOGY SUPPORT SERVICES

This contract (hereinafter referred to as "Agreement") is entered into on _____, between BDOE LEARNING CENTER, located at 3216 East 29th Street, Minneapolis, MN 55406, (referred to as "BDOE") and Designs for Learning, 2233 University Ave W, Ste 450, St. Paul, MN 55114 (referred to as "DL").

RECITALS

1. BDOE is a Minnesota non-profit corporation duly authorized and empowered by a Charter Agreement with the Minnesota Department of Education to form and operate a results-oriented Charter School under Minnesota Statutes Section 124D.10 - 124D.11.
2. DL is an educational consulting firm.
3. BDOE's Board of Directors has authorized the school to enter into a contract for services to be provided by DL.
4. DL is willing to provide services for BDOE commencing on May 24, 2021 subject to the terms of this Agreement and pursuant to the laws of the State of Minnesota.

IN CONSIDERATION OF THE RECIPROCAL PROMISES AND AGREEMENTS OF THE PARTIES, EACH AGREEING TO BE LEGALLY BOUND THEREBY, THEY HEREBY AGREE AS FOLLOWS:

SECTION I

The terms and services to be performed under this Agreement by DL and accepted by BDOE's board are listed below and described in Attachments to this Agreement.

1. Technology Support (May 24 th , 2021-June 30, 2022)	
a. Tier 1 (162 hours)	\$ 13,770
b. Tier 2 (180 hours)	\$ 9,000
i. 4 hours per day, 1 day per week for 45 weeks	
TOTAL	\$ 22,770

SECTION II

BDOE's Board of Directors hereby retains full authority over and responsibility for its students and the program. DL will communicate with BDOE on a regular basis with regard to subjects of mutual concern.

SECTION III

- A. Either party may terminate immediately or not renew this Agreement upon any of the following grounds:
1. Loss of the school's charter;
 2. For violation of federal, state and local laws, rules or regulations;
 3. Withholding information necessary for DL to perform its services;
 4. Willful violation of any of the terms and conditions in this agreement by either party.
- B. Either party may terminate this Agreement for any other cause, upon 90 days notice in writing. During this 90 day period, DL will continue to provide applicable services in a timely

manner and keep systems up to date. After this 90 day period, DL will transfer all school files, documents, and records in its possession to BDOE.

SECTION IV

- A. With the exception of claims arising under Section IV D of this Agreement, any controversy or claim arising out of or relating to this contract, or the breach thereof, at the insistence of either party, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof, unless parties agree mutually on another non-court dispute resolution process. Any claims arising under Section IV D may be instituted by DL in a District Court of the State of Minnesota.
- B. This Agreement may only be modified in writing, signed by both parties.
- C. Because DL and BDOE can be named in lawsuits brought by parents, BDOE employees, former employees, sponsors, and others, with regard to alleged personal injuries arising from acts of negligence by DL or BDOE employees, each shall add the other as additional insured on their own comprehensive general liability insurance policies. Each shall keep said insurance in full force and effect for the duration of this Agreement. Each party agrees to indemnify and hold the other harmless from any damages arising from acts of their own directors, officers, employees and agents. Nothing herein shall be deemed to provide either party with insurance coverage arising from any failure of or claimed non- or mis-performance of either under contracts between them.
- D. BDOE understands and acknowledges that DL is in the business of providing highly skilled individuals to provide services for charter schools and to serve in responsible positions at charter schools, and that hiring those individuals away from DL would undermine DL's business and cause significant and irreparable injury to DL. BDOE therefore agrees that it will not accept any services similar to those which are provided or offered to it by DL from any individual that has rendered services to BDOE on behalf of DL for a period of one year following the termination of the individual's services to BDOE, and that it will not employ or attempt to employ or solicit for employment, any individual that has rendered services to BDOE on behalf of DL, while that individual is providing services on behalf of DL pursuant to this Agreement and for a period of one year following the termination of the individual's services to BDOE. BDOE agrees that in the event that it breaches this Section IV D, DL shall be entitled to injunctive relief restraining BDOE from employing or contracting with the individual or any business employing or contracting with the individual. BDOE further agrees that DL shall be entitled to recover damages suffered as a result of any breach of this Section IV D, together with DL's reasonable attorneys' fees and litigation costs.
- E. In the event that a Court determines that any portion of Section IV D is not enforceable, the legality of the remaining portions shall not in any way be affected, and the Court shall enforce Section IV D to the extent that it is reasonable if it determines that any portion is invalid or unenforceable as drafted.

This Agreement shall terminate on June 30, 2022, unless terminated earlier as provided above or by mutual consent of the parties.

IN WITNESS WHEREOF, THE PARTIES EXECUTE THIS AGREEMENT AT ST. PAUL, MINNESOTA, THE DAY AND YEAR FIRST ABOVE WRITTEN.

BDOTE LEARNING CENTER

Designs for Learning

By: _____

By: Raymond Med

Its: _____

Its: President

Contact information for BDOTE LEARNING CENTER:

Contact(s) names: _____

Email address(es) _____

Phone number(s) _____

Business Office Contact information:

Name(s) _____

Email address(es) _____

Phone number(s) _____

Please send my Invoices: Electronically US Mail Both

Attachment No. 1

Technology Support Services

a. Tier 1 (162 hours)	\$ 13,770
b. Tier 2 (180 hours)	\$ 9,000
i. 4 hours per day, 1 day per week for 45 weeks)	

Technology support from Designs for Learning covers all of your school's technology needs, from the initial stages of technology planning and "needs assessment" all the way to the implementation, staff training, and ongoing maintenance stages. Listed below are many of the technology services that we provide to our client schools on a regular basis. This is not an exhaustive list but rather a general overview of our capabilities, any of which you may request from us throughout the length of your contract. If you do not see a desired service on this list, please do not hesitate to contact us. We will do our best to accommodate all of your technology support needs.

Projects:

Technology Needs Assessment

- Meet with director, teachers, and/or school board members to discuss short-term and long-term technology needs of the school.

Technology Planning

- Assist school in establishing a Technology Committee consisting of the director, teachers, school board members, and/or students. (Technology plans are required to be revised and re-submitted every three years in order for school to receive federal E-Rate funding.)

NOTE: School is responsible for accuracy and active involvement in the development of the Technology Plan.

E-Rate Application Support & Technology Products Research & Recommendations

- Assist school in filing for the federal "E-Rate" program that provides discounts on telecommunications services and equipment. (According to federal government estimates, filing the E-Rate application forms take about 14 hours of time and requires the school's active involvement.)
- An individual who will act as contact person for the school in regular communications with USAC. A signed Letter of Agency is required for this person to represent the school to USAC.
- Three primary forms will be filed: Form 470, Form 471 and attachments and Form 486. Other forms may be needed, as detailed on the USAC website.
- Communications on activities, schedules and filings and provide semi-annual accounting of activities and results.
- Manage the preparations of data, communications with vendors and guide staff in their preparations and contributions to the program, according to School's intentions.
- Communication with Vendors to set up and verify the E-Rate conditions are being met and to prepare who will file for payments from USAC (the vendor or DL). This includes ongoing communications with Vendor E-Rate specialists to coordinate invoicing to USAC.
- Post the Form 470 RFP for vendors on the DL website so prospective vendors can find the RFP and respond.

Web Site Design

- Provide assistance in Web site development (e.g. initial design and creation, integration of interactive components, custom programming, improving an existing Web site, performing ongoing updates, etc.).

Support:

Implementation of New Technology

- Design, coordinate, and implement new technology infrastructures and components (e.g. wired local area network, wireless computer lab, high-speed Internet connection, new servers, printers, cell phones, PDAs, etc.).

Ongoing Network Administration & Preventative Maintenance

- Configure, maintain, and troubleshoot all network-related hardware (e.g. routers, switches, wireless access points, modems, network printers, etc.) and software (e.g. server operating systems, network applications, etc.).
- Provide preventive maintenance to keep entire network running smoothly.

Individual Desktop & Laptop Computer Support

- Install, setup, configure, maintain, troubleshoot, repair, and assist staff members with installation of personal computers, laptops, and other related technology equipment and peripherals and software.

Technology Documentation

- Create, update, and make available detailed, accurate technology-related records and documentation (e.g. critical network settings, passwords, important phone numbers, software update logs, diagrams, etc.) so school can be self-sufficient and easily integrate their own, additional technology hardware and software when desired. Assist with hardware and software inventory and labeling. Assist with software licensing tracking.

Offsite Backup

- Setup and monitor offsite backups of your servers to our secure backup facility.

Training:

End User Training & Support

- Informally teach end users how to solve and prevent problems independently to minimize future frustration and recurring problems.
- Provide formal training sessions to individual staff members or large groups. Training can cover anything from “the basics” (e.g. logging in to the network or using the e-mail system) to more advanced topics (e.g. how to create a Web site or use a database).
- Serve as a guest speaker for a high school technology class.

Procedure: All requests for technology support are to be made through the DL Technology Support Request System, which is accessible via: <https://designsforlearning.freshservice.com/>

With the Technology Support Request System, you can:

- Submit requests for technology help from any computer on the Internet, 24 hours a day.
- Prioritize all technology support requests made by your organization.
- Receive regular updates via e-mail about your technology support requests.
- Access a variety of helpful technology support reference guides written by DL staff.

- Connect to online technology resources, Web sites, and educational software and hardware vendors.
- Access detailed, up-to-the-minute billing reports online.
- Access detailed documentation of all technology systems and software.

It is required that your school selects a teacher or administrator to serve as a “technology liaison” between DL and the school staff to facilitate communication regarding technology issues. It is also the responsibility of the school to track and store school software and hardware in an organized and secure environment. DL technology staff will need to have regular access to your software and hardware in order to fulfill technology support requests.

Service Level Agreement: DL has sophisticated systems in place to enable us to perform a vast majority of technology support remotely via the Internet using Virtual Private Networking technology and special “remote control” software. DL agrees to have support personnel available during regular business hours, excluding national holidays or days when the DL office is closed, to monitor and respond to requests placed through the Technology Support Request System as described above. DL Technology support personnel may need access to the school building to install, upgrade, or otherwise service new or existing systems within the school’s building while the school is otherwise closed. Technology support requests are responded to as quickly as possible by DL technology support technicians.

Fees: All technology support services are billed at an hourly rate as shown in the table below. All plans (except Plan D) listed below represent a one-year (school year) contract. Plans with the highest time commitments have the lowest possible hourly rates, while plans with fewer committed hours have higher hourly rates. Additional hours used above and beyond the plan minimum are billed at the same hourly rate as the initial hours; thus you will be “locked in” at the lowest hourly rate you select for the duration of the school year. Any hours up to the minimum that have not been used by the end of the school year will be billed for the current year and may not be “carried over” to another school year. **Note: There is no distinction between “remote” and “on-site” support. All technology support is billed at the same hourly rate, whether it occurs on-site or remotely from our office.**

Details:

- 1) Tier 1 Support – This is support done by personnel trained to handle all of your technology needs.
- 2) Tier 2 Support – This support is done personnel trained to handle your basic desktop, laptop, and end-user phone support. Tier 2 support may only be purchased with a minimum of 100 hours of Tier 1 support.
 - a. **NOTE: Personnel are dispatched at Designs for Learning’s discretion.**
- 3) Project, Training, and Monitoring are done by Tier 1 Personnel.

Support Rates			
PLAN	MINIMUM HOURS	RATE	BASE YEARLY FEE
Tier 1 Rate			
A	150	\$85/hour	\$12,750/year
B	100	\$95/hour	\$9,500/year
C	50	\$110/hour	\$5,500/year
D	-	\$155/hour	-
Tier 2 Rate			
A	200	\$50/hour	\$10,000/year
B	150	\$60/hour	\$9,000/year
C	100	\$75/hour	\$7,500/year
Offsite Backup			

A	-	\$0.75/GB	\$200 setup fee
Project Rates			
A	-	\$95/hour	-
Training Rates			
A	-	\$95/hour	-
Monitoring Rates			
A	-	\$99/ per month	\$100 setup fee

NOTE: Support Plan D above does not require a one-year contract to be signed, and therefore does not carry minimum hour requirements. Be sure to keep in mind that technology support requests from Plan D have slower response times because they are treated as lower priority than requests that come from schools that have one-year contracts.

Additional Terms

- Most services will be billed on a prorated monthly basis, unless otherwise stated. Additional services requested by the board and approved by DL will be billed on a monthly basis as incurred.
- Services requested but not included in this contract may be provided based on staff availability and at a mutually agreeable hourly rate.
- Travel time to and from the DL office to provide on-site service is billable at the appropriate service offering rate, but we will make every effort to maximize value of all the time billed.
- Additional support that might require travel is billed at the current IRS approved mileage rates and lodging expenses approved in advance by both parties.
- Online offerings (ZOOM, Google Meets, etc) may be billable if our service providers were ready to serve regardless of whether staff or students of the school attended the session.
- Work may be performed on-site or off-site as appropriate.
- Invoices not paid within 30 days will be subject to late fees. Outstanding balances are charged at 1% per month, minimum of \$15.
- We recommend that the director of the school, the president of the school's board, and the President of DL (or their designees) meet two or three times to review the quality of currently delivered services and report their findings to the full board.