

INDEPENDENT SCHOOL DISTRICT NO. 283

6311 Wayzata Blvd
St. Louis Park, Minnesota
Tuesday, September 14, 2021 6:30 PM
St. Louis Park High School Room 350C
6425 W 33rd St
St Louis Park, Minnesota 55426

AGENDA

1. **CALL TO ORDER**
2. **APPROVAL OF AGENDA**
3. **SUPERINTENDENT'S REPORT**
4. **DISCUSSION ITEMS**
 - A. **District Office Lease Update** 2
 - B. **Elementary and Secondary School Emergency Relief Programs (ESSER) III Application Overview** 24
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 - A. **Minnesota Department of Education Identified Official with Authority (IOWA) Resolution** 42
6. **COMMUNICATIONS AND TRANSMITTALS**
7. **ADJOURNMENT**

District Office Lease Update

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Outcome

School Board members will be prepared to take action to terminate the lease of space for the District Office at its September 28 regular school board meeting.



Lease Details

1. Address: 6311 Wayzata Blvd
2. Houses: most district-wide support departments
3. Commenced: February 1, 2018
4. Cost: \$184,705 + 2% annually
5. FY2022 Lease cost: \$196,000
 - Funding source: lease levy
6. Annual operating costs: \$67,000 (utilities & property taxes)
 - Funding source: general fund
7. Term: 10 years, 6 months (through June 30, 2028)
8. Early Termination: one-time October 4, 2021

District Office Relocation

Depending upon department/staff member work requirements:

1. Central Community Center (following remodel)
 - Initial department moves by April 15, 2022
2. Itinerant or permanent locations in other buildings
3. Work from home

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Next Steps

1. September 28 - School Board take action on lease termination
2. Before September 30 - Interior demolition and abatement at Central Community Center (to ensure timely completion)
3. Before December 31 - Needs assessment and architectural
4. By April 15, 2022 - Move departments in advance of fiscal year-end (as⁶ needed for work continuity; pending city/state certificate of occupancy)
5. By June 30, 2022 - Move remaining departments

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") made as of the 1st day of January, 2018, by and between the hereinafter designated Landlord and Tenant.

ARTICLE 1. LEASE SPECIFICATIONS AND DEFINITIONS

The terms set forth in this Article shall have the meanings hereinafter prescribed.

1.1 **Landlord.** "Landlord" is Sodhi Properties, LLC, a Minnesota limited liability company, with an address of 6311 Wayzata Blvd, Suite 150, St. Louis Park, MN 55416.

1.2 **Tenant.** "Tenant" is the St. Louis Park Public Schools, Independent School District No. 283, 6425 West 33rd Street, St. Louis Park, MN 55426.

1.3 **Parties.** "Parties" in this Lease means the Landlord and Tenant.

1.4 **Land.** "Land" means the real property located in Hennepin County, Minnesota with an address of 6311 Wayzata Blvd, St. Louis Park, MN, with a building, and legally described on Exhibit A.

1.5 **Building.** The building described in this Lease ("Building"), is located at 6311 Wayzata Blvd, St. Louis Park, MN 55416, and any future modifications, improvements or additions thereto.

1.6 **Property.** "Property" means the Land, the Building, and all other improvements located on the Land including, but not limited to, sidewalks, parking areas, utility lines and landscaping.

1.7 **Alterations.** "Alterations" has the meaning provided in Section 10.1

1.8 **Execution Date.** "Execution Date" is the date first written above regardless of any contingencies contained herein to this Leases' effectiveness.

1.9 **Effective Date.** This Lease is effective and binding upon the Parties ten (10) days following the approval by the Tenant's School Board and the Minnesota Department of Education ("Effective Date"). In the event that such approval is not obtained on or before January 15, 2018, then this Lease shall be void, *ab initio*, and of no force or effect.

1.10 **Delivery Date.** "Delivery Date" means the date on which Landlord will deliver material possession of the Property to the Tenant, which date shall be February 1, 2018.

1.11 **Deposit.** "Deposit" has the meaning provided in Section 3.1.

1.12 **Event of Default.** "Event of Default" has the meaning provided in Section 17.1.

1.13 **Expiration Date.** "Expiration Date" has the meaning provided in Section 2.1.



1.14 **Hazardous Materials.** “Hazardous Materials” has the meaning provided in Section 5.1.

1.15 **Hazardous Materials Law.** “Hazardous Material Laws” has the meaning provided in Section 5.1.

1.16 **Initial Term.** “Initial Term” has the meaning provided in Section 2.1.

1.17 **Default.** “Default” has the meaning provided in Article 17.

1.18 **Base Rent.** Commencing 180 days following the Effective Date (the “Rent Commencement Date”) Tenant shall pay base rent for the Property to Landlord during the first 12 months of this Lease on the first day of each and every month, in advance and without demand, in the following amount amounts (“Base Rent”):

<u>Start Date</u>	<u>End Date</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>	<u>Increase</u>
Feb. 1, 2018	June 30, 2018	Expense Only	Expense Only	n/a
July 1, 2018	June 30, 2019	\$ 184,705.50	\$ 15,392.13	n/a
July 1, 2019	June 30, 2020	\$ 188,399.61	\$ 15,699.97	2%
July 1, 2020	June 30, 2021	\$ 192,167.60	\$ 16,013.97	2%
July 1, 2021	June 30, 2022	\$ 196,010.95	\$ 16,334.25	2%
July 1, 2022	June 30, 2023	\$ 199,931.17	\$ 16,660.93	2%
July 1, 2023	June 30, 2024	\$ 203,929.80	\$ 16,994.15	2%
July 1, 2024	June 30, 2025	\$ 208,008.39	\$ 17,334.03	2%
July 1, 2025	June 30, 2026	\$ 212,168.56	\$ 17,680.71	2%
July 1, 2026	June 30, 2027	\$ 216,411.93	\$ 18,034.33	2%
July 1, 2027	June 30, 2028	\$ 220,740.17	\$ 18,395.01	2%

1.19 **Operational Expenses.** As of the Start Date, Tenant shall be responsible for paying initially to Landlord, and as soon as commercially reasonable directly to each payee, all of the operational expenses of the Property, including without limitation, Real Estate Taxes (prorated to the Effective Date), insurance in the types and amounts specified in Article 8, property maintenance for the building, parking lot including, but not limited to, bi-annual striping and sealing, and landscaped areas (“Operational Expenses”). (Operational Expenses, along with all other fees, charges, taxes, utilities, and other expenses attributable to the Property, whether paid to Landlord, or directly to third parties, are hereinafter “Additional Rent” and combined with Base Rent collectively referred to herein as the “Rent”) Tenant will not be responsible for operational expenses until February 1, 2018.

1.20 **Late Rent.** In the event of late payment of any amount of Base Rent or Additional Rent, the Tenant shall pay to Landlord a late charge in an amount equal to five percent (5%) of the monthly Base Rent.

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1.21 **Permitted Use.** Tenant will use the Property solely for the purposes related to public school education of students. No other use shall be permitted without the written consent of the Landlord.

ARTICLE 2. TERM

Landlord leases the Property to Tenant for an initial term commencing on the Effective Date of Ten (10) years and Six (6) months ("Initial Term"), unless earlier terminated or extended as provided for in this Lease.

ARTICLE 3. SECURITY DEPOSIT

3.1 On the Effective Date, Tenant will deposit with Landlord, a sum equal to two (2) months of the Base Rent (\$30,784.26), plus two (2) months of Landlord's anticipated Operational Expenses ("Deposit"). The Deposit will be held by Landlord, as security for the faithful performance by Tenant of all of the terms, covenants, and conditions of the Lease by Tenant to be kept and performed during the term hereof. If, at any time during the Term of this Lease, any of the Base Rent or Additional Rent herein reserved shall be in Default, or any other sum payable by Tenant or otherwise required to be expended by Tenant hereunder shall be in Default, then Landlord may, at the option of Landlord (but Landlord shall not be required to) and with five (5) days written notice to tenant appropriate and apply any portion of said Deposit to the payment of any such Base Rent or Additional Rent or other sum that is in Default.

3.2 In the event of the termination of this Lease, by expiration of time or otherwise, then at the Landlord may appropriate and apply the Deposit for the Rent due under the terms of this Lease.

3.3 In the event the Lease is not terminated, but the entire Deposit, or any portion thereof, is appropriated and applied by Landlord under the terms and conditions hereof, then Tenant will, upon the written demand of Landlord, pay to Landlord a sufficient amount in cash to restore the Deposit to the original sum deposited, and Tenant's failure to do so within thirty (30) days of Landlord's written demand constitutes a breach of the Lease. If Tenant complies with all of the terms, covenants, and conditions of the Lease and promptly pays all of the Rent and other sums due according to the terms of the Lease, the Deposit, or the balance remaining, will be returned to Tenant at the termination of this Lease by expiration of time or otherwise, once Tenant has vacated the Property.

3.4 Landlord shall deliver the Deposit to the purchaser of Landlord's interest in the Property only if said purchaser assumes this Lease. Thereupon, Landlord will be discharged from any liability with respect to such Deposit, it being understood that Tenant will thereafter look only to such purchaser with respect to the Deposit, its application and return.

ARTICLE 4. USE

The Property shall be used by Tenant for the use or uses specified in Section 1.21 and for no other purpose without the prior written consent of Landlord, which will not be unreasonably withheld. Tenant shall comply with all applicable laws, ordinances and governmental regulations

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applicable to the Property or the Building and with all rules and regulations from time to time reasonably adopted by Landlord. Tenant shall not commit, permit or cause any nuisance or waste in or about the Property or permit or cause any act or omission to be performed on the Property which violates any law, statutes, regulation, ordinance or rule of any kind of any governmental body or which causes an increase in insurance rates for the Building or which violates any insurance policy maintained by Landlord. Tenant shall not disturb or interfere with the rights of other tenants or occupants of the Building while using and occupying the Property.

ARTICLE 5. HAZARDOUS MATERIALS

5.1 **Hazardous Materials.** Hazardous Materials means any substance:

- a) that any federal, state or local statute, regulation or ordinance in effect as of the Effective Date, or as thereafter amended, including the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.); or the Minnesota Environmental Response and Liability Act (Minn. Stat. Ch. 115B) ("Hazardous Materials Laws") defines as a "hazardous waste", "hazardous substance" or "pollutant or contaminant";
- b) that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous and that any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, or any state or any political subdivision thereof having or asserting jurisdiction over the Land regulates;
- c) that, if present on the Property, causes a nuisance to adjacent property or poses a hazard to the health or safety of persons on or about the Property or adjacent properties; or
- d) that is or contains polychlorinated biphenyls (PCB'S), friable asbestos or urea formaldehyde foam insulation.

5.2 **Compliance with Hazardous Materials Laws.** Tenant will not cause any Hazardous Materials to be brought upon, kept or used on the Property in a manner or for a purpose prohibited by or that could result in liability under any Hazardous Materials Law. Tenant, at its sole cost and expense, will comply with all Hazardous Materials Laws and prudent industry practice relating to the presence, treatment, storage, transportation, disposal, release or management of Hazardous Materials in, on, under or about the Property required for Tenant's use of the Property and will notify Landlord of any and all Hazardous Materials Tenant brings upon, keeps or uses on the Property (other than office cleaning or other office supplies and in amounts as are customarily used by a tenant in the ordinary course in a general office facility). On or before the expiration or earlier termination of this Lease, Tenant, at its sole cost and expense, will completely remove from the Property (regardless whether any Hazardous Materials Law requires removal), in compliance with all Hazardous Materials Laws, all Hazardous Materials Tenant causes to be present in, on, under or about the Property. Tenant will not take any remedial action in response to the presence of any Hazardous Materials in on, under or about the Property, nor

enter into any settlement agreement, consent decree or other compromise with respect to any claims relating to or in any way connected with Hazardous Materials in, on, under or about the Property, without first notifying Landlord of Tenant's intention to do so and affording Landlord reasonable opportunity to investigate, appear, intervene and otherwise assert and protect Landlord's interest in the Property.

5.3 **Notice of Actions.** To the extent permitted by Minnesota law, each party will notify the other party of any of the following actions affecting Landlord, Tenant or the Property that result from or in any way relate to Tenant's use of the Property immediately after receiving notice of the same: (a) any enforcement, clean-up, removal or other governmental or regulatory action instituted, completed or threatened under any Hazardous Materials Law; (b) any claim made or threatened by any person relating to damage, contribution, liability, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials; and (c) any reports made by any person, including Tenant, to any environmental agency relating to any Hazardous Materials, including any complaints, notices, warnings or asserted violations. Tenant will also deliver to Landlord, as promptly as possible and in any event within five (5) business days after Tenant first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Property or Tenant's use of the Property. With respect to any Hazardous Materials which Tenant or its agents brought onto the Property, upon Landlord's written request, Tenant will promptly deliver to Landlord documentation acceptable to Landlord reflecting the legal and proper disposal of such Hazardous Materials removed or to be removed from the Property. All such documentation will list Tenant or its agent as a responsible party and will not attribute responsibility for any such Hazardous Materials to Landlord.

5.4 **Disclosure and Warning Obligations.** Tenant acknowledges and agrees that all reporting and warning obligations required by Tenant under Hazardous Materials Laws resulting from or in any way relating to Tenant's use of the Property are Tenant's sole responsibility, regardless whether the Hazardous Materials Laws permit or require Landlord to report or warn.

5.5 **Indemnification.** To the extent permitted by Minnesota law, Tenant will release, indemnify, defend (with counsel reasonably acceptable to Landlord), protect and hold harmless Landlord from and against any and all Claims whatsoever arising or resulting, in whole or in part, directly or indirectly, from the presence, treatment, storage, transportation, disposal, release or management of Hazardous Materials in, on, under, upon or from the Property (including water tables and atmosphere) resulting from or in any way related to Tenant's use of the Property. Tenant's obligations under this section include, without limitation and whether foreseeable or unforeseeable, (a) the costs of any required or necessary repair, clean-up, detoxification or decontamination of the Property; (b) the costs of implementing any closure, remediation or other required action in connection therewith as stated above; (c) the value of any loss of use and any diminution in value of the Property; and (d) reasonable consultants' fees, experts' fees and response costs. The obligations of Tenant under this section survive for one (1) year following the expiration or earlier termination of this Lease.

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ARTICLE 6. SERVICES

6.1 **Landlord's Obligations.** Landlord shall supply municipal water and septic service, electrical service, natural gas service, and telecommunication services to the Building, including the availability of internet services. Landlord reserves the right to discontinue any or all utility services in an emergency and/or when necessary to make repairs, but with as little interruption to the business of Tenant as is reasonable under the circumstances. No such action by Landlord shall be construed as an eviction, or disturbance of possession, or as an election by Landlord to terminate this Lease, nor shall such action by Landlord subject Landlord to any liability to Tenant or any other person or entity. In no event shall Landlord be liable to Tenant or any other person or entity for any loss, damage or expense which may be sustained for any interruption or failure in the supply of such utilities caused by fire, other casualty, accident, riot, strike, act of God, the making of necessary repairs, or by any cause beyond Landlord's control.

6.2 **Tenant's Obligations.** Tenant shall pay, as they become due and payable and before they become delinquent, all charges for electricity, heat, air conditioning, water, gas, fuel, sewage usage or rental, garbage disposal, refuse removal, internet, telephone and any other utility service "metered" or furnished and billed directly to the Building during the term of this Lease, and any enlargement or enhancement to services currently provided to the Building. Tenant at Tenant's sole cost and expense, shall provide and install all lamps, tubes, bulbs, starters, ballasts, transformers and like items used or required in the Property.

ARTICLE 7. MAINTENANCE AND REPAIR OF PROPERTY

7.1 **Landlord's Obligations.** Landlord warrants that all components of the Property are in good working condition at the commencement of this Lease. Landlord shall replace any roof, foundation, parking lot, electrical, HVAC and structure of the Property that in Landlord's judgement in consultation with Tenant, requires replacement. Other than as specifically set forth herein, it is the intention of the Parties that all of the expenses of the Property, are passed onto the Tenant as is common in a "triple net lease."

7.2 **Tenant's Obligations.** Tenant shall maintain the remainder of the Property including HVAC, glass, doors, parking lot including, but not limited to, bi-annual striping and sealing, roof, electrical and landscaping servicing the Property. Tenant will be responsible for any and all HVAC service and repairs from the time of delivery through the term of its occupancy. Tenant must, at its sole cost and expense, maintain the Property in good order, condition and repair, reasonable wear and tear and casualty is accepted.

7.3 **Compliance with Laws.** Tenant must comply with all federal, state, county and municipal statutes, laws, ordinances, rules and regulations applicable to Tenant and Tenant's use and possession of the Property.

ARTICLE 8. INSURANCE

8.1 **Description of Tenant's Insurance.** Tenant, contemporaneously with the Rent Commencement Date, shall maintain, at its sole cost and expense the following insurance coverages:

- a) one or more commercial general liability insurance policies providing coverage on an "occurrence," rather than a "claims made" basis, which policy shall include, but not be limited to, coverage for bodily injury, property damage, personal injury and contractual liability (applying to this Lease). Such policies shall name Landlord as an additional insured thereunder. Tenant shall maintain at all times during the Term a total combined liability policy limit of at least \$2,000,000, applying to liability for bodily injury, personal injury and property damage.
- b) casualty insurance on the Property and all improvements thereon including the Building, all tenant furniture, fixtures and equipment located at the Property, against loss by fire and other hazards covered by the so-called "all risk" form of policy in their full replacement cost, naming Landlord as a loss payee as its interests in the Property may appear.
- c) Any and all insurances required by any statute, ordinance or regulation of any governmental body in connection with the operation or use of the Property by Tenant.

8.2 **Policy Form.** All insurance policies are required to maintain under this Lease shall be in form and with an insurer licensed to do business in the State of Minnesota and that have an A.M. Best's Insurance Guide rating of not less than "A" and shall require at least thirty (30) days prior written notice to Landlord of termination or material alteration. The commercial general liability policy shall waive any right of subrogation against Landlord, Tenant, their agents and all individuals and entities for whom Landlord and Tenant are responsible under the law. Tenant shall deliver to the Landlord within ten (10) days following the Execution Date and at least thirty (30) days prior to the expiration of the effective period of each required policy, certified copies of all required policies, or other evidence reasonably acceptable to the Parties, that such policies are in full force and effect.

8.3 **Tenant's Indemnification of Landlord.** To the extent permitted by Minnesota law, and except to the extent caused by the negligence or intentional misconduct of Landlord or its agent(s), Tenant shall indemnify and hold Landlord and its agent(s) harmless from and against every third party demand, claim, cause of action, judgment, cost and expense, including attorneys' fees and court costs, and any other loss or damage which arises from or is connected with (i) the use or occupancy of the Property, or the Building by Tenant, its agents, contractors, servants, employees, licensees or concessionaires; (ii) which results from the violation of any law, ordinance, or governmental order by Tenant, its agents, contractors, servants, employees, licensees or concessionaires; or (iii) which result from the breach of this Lease by Tenant, its agents, contractors, servants, employees, licensees or concessionaires,



ARTICLE 9. RIGHTS RESERVED BY LANDLORD

Landlord specifically reserves the following rights:

- a) to control, install, affix and maintain any and all signs on the Building and in the corridors, entrances of the Building required by law or city code except Tenant shall have the following rights relating to signs: Tenant, at Tenant's cost, may install its signage on the building to the extent allowed under the city code.
- b) to retain at all times and to use in appropriate instances keys to all doors within and into the Property. No locks shall be changed without the prior written consent of Landlord. This provision shall not apply to Tenant's safes or other areas maintained by Tenant for the safety and security of monies, securities, confidential client file rooms, and negotiable instruments; and
- c) to make any repairs, alterations, additions or improvements, whether structural or otherwise, in and about the Property or the Building and to demolish any improvements which are part of the Building or are located in or around the Building and to enter upon the Property for the purpose of inspecting, cleaning, repairing, altering or improving the Property and to temporarily close doors, entry ways, public spaces and corridors to the Building and to interrupt or temporarily suspend the Building services and facilities described in this Lease, except that Landlord shall make reasonable efforts to limit such closure or suspension during Tenant's normal business hours. Landlord will notify Tenant of any planned repairs, alterations, additions or improvements in and about the Property or the Building by providing Tenant reasonable advanced notice, of not less than 24 hours, unless there is an emergency. In completing such repairs, alterations, additions or improvements, Landlord shall make all reasonable efforts not to disturb the Tenant.
- d) to show the Property to prospective tenants and/or purchasers at reasonable hours and not with less than 24 hours' notice, during the last nine months of the Lease term.

ARTICLE 10. ALTERATIONS

10.1 **Tenant Alterations.** Landlord shall deliver the Property to Tenant in its AS-IS condition. Tenant shall be responsible for any and all code compliance, required by any governmental agency during the entire term of this Lease, including any requirements necessary at the inception of this Lease, at its sole cost and expense. Landlord shall have no obligation whatsoever to make any code compliance work for Tenant's occupancy of the Property. Tenant's changes, additions, modifications, improvements or other alterations to the Property (the "Alterations") Tenant shall:

- a. perform the same at its sole cost and expense;

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- b. comply with all relevant requirements of any governmental or quasi-governmental authority including without limitation obtaining all governmental approvals and permits, compliance with any American's with Disability Act (ADA) requirements, elevator installation/repair, and construction code compliance;
- c. furnish to Landlord advance copies of plans and specifications describing the work to be completed;
- d. have the Alterations performed only by persons selected by Tenant, which persons shall, deliver to Landlord before the commencement of any of the Alterations, performance and payment bonds and proof of worker's compensation, public liability and property damage insurance coverage, naming Landlord and its managing agent as additional insureds, in amounts and with companies and in form reasonably satisfactory to Landlord which insurance shall remain in effect during the entire period during which the Alterations are being conducted; and
- e. pay the cost of the Alterations and pay all costs Landlord incurs with Tenant's prior written approval in connection with the Alterations. Upon completion of the Alterations, Tenant shall furnish to Landlord contracts, affidavits and full and final waivers of mechanic liens and receipted bills covering the Alterations. The Alterations shall comply with all insurance requirements and all laws, ordinances, rules and regulations of all governmental authorities and shall be constructed in a good and workmanlike manner. Tenant shall permit Landlord to inspect Tenant's construction operations in connection with the Alterations.
- f. Tenant shall not permit any mechanic's or similar liens to be filed against the Property. However, Tenant may contest the validity of such lien or claims, provided Tenant shall in such event, within thirty (30) days of a lien being filed, furnish to Landlord cash or other security in an amount equal to 150% of the amount of any claim (such security may be in the form of a letter of credit or bond acceptable to Landlord) to insure payment of same and to prevent any sale, foreclosure or forfeiture of the Property by reason of such non-payment, if required by Landlord. Upon a final determination of the validity of any such lien or claim, Tenant shall immediately pay any judgment or decree rendered against Tenant or Landlord, including, but not limited to, all proper costs and charges, and shall cause such lien to be released of record without cost to Landlord.

10.2 **Required Tenant Improvements.** Prior to the Rent Commencement Date, Tenant shall renovate the Property to place it in a physical condition commensurate with other properties occupied by Tenant.

10.3 **Removal of Improvements.** Landlord, by written notice to Tenant given at or prior to the installation of Tenant's Alterations, may require Tenant, at Tenant's sole cost and expense, to remove Tenant's Alterations and to repair or restore any damage caused by the installation or removal of Tenant's Alterations upon the expiration or termination of the Lease. Any property not designated for removal by Landlord in such notice shall upon termination or expiration of the Lease become the property of Landlord.




10.4 **Mechanic's Liens.** Tenant shall not permit any mechanic's or other lien to be filed against the Property or the Property for any labor or materials furnished to or in connection with any work performed or claimed to have been performed in or about the Property and shall immediately discharge and remove any such lien unless contested under Section 10.1 f herein. In event Tenant fails to remove any such lien, Landlord may remove such lien and Tenant shall immediately reimburse landlord upon demand for all costs and expenses, including reasonable attorneys' fees, Landlord incurs in connection with the removal of such lien. Landlord shall have the right to post a notice in the Property disclaiming any liability for payment for any Alterations or other construction or improvements performed by persons or entities other than Landlord or its contractors, and/or for any liens arising in connection therewith, if such a process is permitted under the laws of the state in which the Property are located. Tenant agrees not to disturb such notice.

ARTICLE 11. TERMINATION, ASSIGNMENT

11.1 **Tenant's Early Termination.** Provided that Tenant shall not then be in Default under any of the provisions of this Lease, Tenant is hereby granted a one-time right to terminate this Lease upon 270 days' or more advance written notice to Landlord (on or before October 4, 2021) which termination shall be effective as of the fourth (4th) anniversary of the Rent Commencement Date (July 1, 2022). Failure by Tenant to timely exercise said option to terminate in strict compliance with this Section 11.1 shall be deemed an irrevocable waiver by Tenant of its right to an early termination of the Lease Term.

11.2 **Consent Required.** Tenant shall not, without the prior written consent of Landlord, which consent Landlord may not unreasonably withhold (i) transfer, pledge, mortgage or assign this Lease or any interest hereunder; (ii) permit any assignment of this Lease by voluntary act, operation of law or otherwise; (iii) sublet the Property or any part thereof; or (iv) permit the use of the Property by any parties other than Tenant, its agents, employees, clients and licensees. Tenant shall notify Landlord in writing (the "Tenant Request") of its request for Landlord's consent to any assignment, which Tenant Request shall set forth such information as Landlord may deem necessary, including a copy of the proposed assignment. The Tenant Request shall state the effective date of the proposed assignment, which date shall not be less than thirty (30) days after the date Landlord receives the Tenant Request.

11.3 **Effect of Assignment.** Any assignment of Tenant's interest in this Lease shall not release Tenant from any and all liability under this Lease. As a condition to granting its consent to any assignment, Landlord may require assignee to execute an agreement in a form satisfactory to Landlord in which such assignee agrees to comply with and be bound by all of the terms, covenants, conditions, provisions and agreements of this Lease. Consent by Landlord to any assignment of this Lease shall not be a waiver of Landlord's rights under this Article as to any subsequent assignment. Any sale, assignment, mortgage, or transfer of this Lease that is not made in compliance with the provisions of this Article shall be void and of no effect. Landlord may charge Tenant for any reasonable attorneys' fees or expenses Landlord incurs in connection with its review of any documentation related to any proposed assignment by Tenant up to a total of One Thousand Five Hundred Dollars and No/00 (\$1,500.00).

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11.4 **Assignment by Landlord.** Landlord shall have the absolute right to assign its interest in this Lease and nothing in this Lease shall restrict the right of Landlord to sell, convey, assign or otherwise transfer its interest in the Building. Any sale, conveyance, assignment or other transfer of the Building shall operate to release Landlord from liability under this Lease from and after the effective date of such transfer so long as Landlord's successor in interest assumes Landlord's obligations hereunder in writing and Tenant shall thereafter look solely to the successor in interest to Landlord for the performance of Landlord's obligations under this Lease. This Lease shall not be affected by any such sale, conveyance, assignment or other transfer and Tenant shall attorn to Landlord's successor in interest under this Lease.

ARTICLE 12. TAXES

Tenant shall pay as they become due and payable and before they become delinquent, all real estate taxes, special assessments and other license fees and personal property taxes relating to the Property.

ARTICLE 13. FIRE OR OTHER CASUALTIES

If the Building is substantially damaged or destroyed by fire or other casualty, or if damage to the Building makes the Property untenable for its intended use, or if the Property are substantially damaged or destroyed by fire or other casualty, either Party may terminate this Lease, provided the terminating Party gives written notice thereof to the other Party within thirty (30) days after the date such fire or other casualty occurs in which case the Lease shall terminate. For purposes of this Article 13, "substantially damaged" means that the cost of repairing the damage is greater than 20% of the value of the Building at the time of the fire or other casualty. If neither Landlord nor Tenant terminates the Lease, Landlord shall within a reasonable time and at its own expense, restore the Property to as near the condition which existed immediately prior to such fire or other casualty as is reasonably possible and Base Rent shall abate during such restoration period.

ARTICLE 14. EMINENT DOMAIN

If the entire Building or that portion of the Building which includes all or substantially all of the Property is permanently taken by eminent domain, this Lease shall automatically terminate as of the date of such taking. If any portion of the Building is taken by eminent domain, Landlord shall have the right to terminate this Lease by giving written notice thereof to Tenant within ninety (90) days after the date of such taking. If only a portion of the Property is taken by eminent domain and neither Landlord nor Tenant elects to terminate this Lease, Landlord shall, at its expense, restore the Property, exclusive of any improvements, Alterations or other changes which are made to the Property by Tenant or which are insured by Tenant, to as near the condition which existed immediately prior to the date of such taking as is reasonably possible. Upon completion of any necessary restoration, an reduction shall be made to the Base Rent to reflect any reduction in the size of the Property resulting from such taking. Tenant shall have no right to any of the award or payment made in connection with such taking; provided, however, that Tenant shall be entitled to recover any separate amount for Tenant's fixtures and/or relocation costs which Tenant may be awarded under relevant statutes, ordinances or regulations.

Handwritten signature in blue ink, appearing to be 'R.D.', with the initials 'S/S' written below it.

ARTICLE 15. SURRENDER OF PROPERTY

Upon the expiration or earlier termination of this Lease, Tenant shall, at its sole cost and expense:

- a) Remove all of its equipment, trade fixtures, machines and other personal property from the Property;
- b) Deliver possession of the Property to Landlord in good condition and repair, reasonable wear and tear and casualty loss excepted;
- c) Subject to Article 10, at the request of Landlord, remove all alterations, additions and improvements which have been made or installed either by Landlord or Tenant in the Property and repair any damage caused by such removal; and
- d) Promptly surrender all keys for the Property to Landlord.

All personal property left in the Property after the expiration or earlier termination of this Lease shall be deemed abandoned and shall be deemed the property of Landlord. Tenant shall pay to Landlord all costs and expenses Landlord incurs in connection with the removal, transportation or storage of any property so left in the Property and with respect to restoring the Property to good order, condition and repair.

ARTICLE 16. HOLDOVER TENANCY

In the event Tenant remains in possession of the Property after expiration of this Lease and without the execution of a new lease and without Landlord's written consent, Tenant shall be deemed to be occupying the Property without claim of right and as a month-to-month Tenant at a rental rate of One Hundred Fifty percent (150%) of the prevailing Base Rent at the expiration of this Lease.

ARTICLE 17. DEFAULT

17.1 **Events of Default.** Each of the following shall constitute an Event of Default under this Lease:

- a) Nonpayment of Base Rent, Additional Rent, or any other amount due to Landlord, following five (5) days' written notice from Landlord to Tenant;
- b) Landlord or Tenant breaches any agreement, term, covenant or condition which this Lease requires either Landlord or Tenant to perform and such breach continues uncured for a period of thirty (30) days after written notice from the non-breaching party (unless such breach cannot reasonably be cured within such thirty 30-day period in which case the breaching party shall commence such cure within such 30-day period and shall proceed diligently to cure such breach within a reasonable time, not to exceed ninety (90) days);



- c) This Lease or the Property or any part thereof is executed upon or is taken by other process of law directed against either party, or becomes subject to any attachment at the instance of any creditor of either party, and the attachment is not discharged or disposed of within fifteen (15) days after its levy;
- d) Tenant files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or admits the material allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors;
- e) Involuntary proceedings under any bankruptcy law, or insolvency act or law governing the dissolution of either party are instituted against that party, or a receiver or trustee is appointed for all or substantially all of the property of either party, and such proceeding is not dismissed or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment; or
- f) Tenant attempts to assign, pledge, mortgage, transfer or sublet Tenant's interest under this Lease without Landlord's prior written consent.

17.2 **Remedies.** If Tenant is in default of this Lease, Landlord may (i) terminate this Lease and recover forthwith as damages the amounts provided in this Section, or (ii) terminate Tenant's right of possession and repossess the Property and remove all persons or property from the Property, without demand or notice to Tenant and without terminating this Lease, and recover forthwith as damages the amounts provided in this Section, or (ii) whether or not this Lease is so terminated or Landlord so repossesses the Property for default by Tenant, exercise any other rights or remedies provided at law or in equity. If this Lease is terminated or Landlord repossesses the Property for default by Tenant, Landlord may relet all or any part of the Property for the account of Tenant for the Rent and upon the terms Landlord deems advisable and may make changes, additions, improvements, redecorations, and repairs to the Property as Landlord deems advisable, without affecting Tenant's liability under this Lease. Landlord shall use commercially reasonable efforts to relet the Property for such term or Terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term; provided that Tenant's liability shall be limited to the then current Term of this Lease) and on such conditions and at such rent and upon such other terms (which may include concessions of free rent and alterations and repair of the Property) as Landlord in its discretion (taking into consideration then-current market conditions) may determine. There will be a presumption that Landlord has made commercially reasonable efforts to relet the Property if Landlord lists the Property for rent with a broker experienced in leasing properties similar to the Property, and Landlord will not be required to give priority to the reletting of Property over other available space or relet the Property for any specified use.

17.3 **Damages.** If this Lease is terminated for default by the Tenant or Landlord repossesses the Property for default by Tenant, Tenant shall pay to Landlord on demand the sum of (i) the unpaid Rent owing at the time of termination or repossession, as the case may be, (ii) all expenses incurred by Landlord in terminating, repossessing, and reletting including but not limited



to commercially reasonable costs of changes, additions, improvements, redecorations and repairs, brokerage and legal fees, and the collection of Rent, (iii) any deficiency between the Rent for the remainder of the Term and the payments, if any, received by Landlord from any reletting of the Property or, if elected by Landlord as liquidated and final damages for lost Rent, in addition to the monthly deficiencies accruing through the date of such election, a lump sum equal to the present value (calculated by discounting at 4% per annum over the discount rate of the Federal Reserve Bank of Minneapolis) as of the date of such election of the amount by which Rent for the remainder of the Term exceeds the then reasonable rental value of the Property over the remainder of the Term, and (iv) any other sums, interest, or damages owed by Tenant to Landlord.

Failure of Landlord to declare a default immediately upon occurrence or any delay in taking any action in connection with the default shall not waive the default, and Landlord may declare the default at any time thereafter.

If Tenant defaults in the observance or performance of any of its obligations under this Lease, Landlord may (but without obligation and without limiting any other remedies which it may have by reason of the default) cure the default, and Tenant shall pay the costs of curing the default to Landlord upon demand.

17.4 **Remedies Cumulative.** Each right or remedy provided to Landlord in this Lease is cumulative and is in addition to every other right or remedy provided to Landlord in this Lease or existing now or after the date of this Lease at law, or in equity or by statute or otherwise. The exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease or which exists now or after the date of this Lease at law, or in equity or by statute or otherwise shall not prejudice the simultaneous or later exercise by Landlord of any or all other rights or remedies available to Landlord.

ARTICLE 18. SUBORDINATION

This Lease is and shall be subject and subordinate in all respects to any mortgage, or ground lease now or hereafter placed against the Building or the Property and to all amendments, replacements, renewals and extensions thereof. This subordination shall be automatically effective without the necessity of executing or delivering any further instrument. Notwithstanding the foregoing, the holder of any mortgage, ground lease or any other interest in the Building or the Property may elect to have this Lease constitute a prior and superior interest to its interest in the Building.

If requested by Landlord, Tenant shall execute and deliver to Landlord whatever instruments may be required in connection with any subordination of this Lease. Such instruments shall include, without limitation: (a) an agreement by Tenant that Tenant shall attorn to such mortgagee, ground lessor or purchaser at any sale in foreclosure, and recognize such mortgagee, ground lessor or purchaser as the Landlord hereunder for the remainder of the Term; and (b) an agreement in writing by such party that so long as Tenant is not in default hereunder, Tenant's rights under the Lease and possession of the Property shall not be disturbed by such party.

It is agreed, nevertheless, that so long as Tenant is not in default in the payment of Rent and the performance and observance of all covenants, conditions, provisions, terms and



agreements to be performed and observed by Tenant under this Lease, that such subordination agreement or other instrument, release or document shall not interfere with Tenant's right to quiet enjoyment under this Lease, nor the right of Tenant to continue to occupy the Property, and all portions thereof, and to conduct its business thereon in accordance with the covenants, conditions, provisions, terms and agreements of this Lease.

ARTICLE 19. NOTICES

All notices required or permitted under this Lease shall be deemed to have been properly served if delivered personally or if sent overnight mail or registered mail, return receipt requested, postage prepaid, addressed to Tenant and Landlord at the addresses set forth in Articles 1.2 and 1.1, respectively. Notices to Tenant shall also be addressed to the Tenant in care of the Superintendent. Either party may designate by written notice to the other a different address to which notices shall be subsequently sent. Any notice shall be deemed to have been given at the time of personal delivery or, if sent overnight mail, the day after the mailing thereof or, if mailed certified mail, return receipt requested, seven days after the date of mailing.

ARTICLE 20. MISCELLANEOUS

20.1 **Successors and Assigns.** The covenants and agreements contained in this Lease shall bind and inure to the benefit of Landlord, its successors and assigns, and to the benefit of Tenant, its permitted successors and assigns.

20.2 **Severability.** If any term or provision of this Lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law. This Lease shall be construed and enforced in accordance with the laws of the state in which the Property are located.

20.3 **Headings.** The marginal or topical headings of each article are for convenience only and do not define, limit or construe the contents of that article.

20.4 **Merger.** All preliminary negotiations are hereby merged into and incorporated in this Lease.

20.5 **Execution.** Employees or agents of Landlord have no authority to make or agree to make a lease or other agreement or undertaking in connection therewith. The submission of this document for examination does not constitute an offer to lease, or a reservation of, or option for the Property. This document becomes effective and binding only upon the execution and delivery hereof by the proper officers of Landlord and by Tenant. This Lease, except for the rules and regulations described in Section 20.6 can be modified or altered only by agreement in writing between Landlord and Tenant and no act or omission of any employee or agent of Landlord shall alter, change or modify any of the provisions hereof.

20.6 **Rules and Regulations.** Tenant shall perform, observe and comply with the rules and regulations of the Building with respect to the safety, care and cleanliness of the Property and the Building, and the preservation of good order thereon, upon written notice thereof to Tenant. Notwithstanding the foregoing, Landlord shall not limit Tenant's hours of operation.



20.7 **Survival.** All obligations of either party hereunder not fully performed as of the expiration or earlier termination of the Term of this Lease shall survive the expiration or earlier termination of the Term hereof, including without limitation, all obligations concerning the condition of the Property, and the return of the Deposit.

20.8 **Non-Partnership.** This Lease shall not be deemed or construed to create or establish any relationship or partnership or joint venture or similar relationship or arrangement between Landlord and Tenant hereunder.

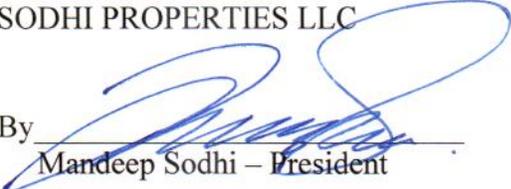
20.9 **Time of Essence.** Time is of the essence with respect to each provision of this Lease.

20.10 **Counterparts.** This Lease and any amendments hereto may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts shall together constitute one and the same Lease.

20.11 **Governing Law.** The Parties intend this Lease to be governed by and construed in accordance with the laws of the State of Minnesota.

LANDLORD:

SODHI PROPERTIES LLC

By 
Mandeep Sodhi – President

TENANT:

ST. LOUIS PARK PUBLIC SCHOOLS,
INDEPENDENT SCHOOL DISTRICT NO. 283

By 
Its Director Business

Exhibit A
Legal Description

Parcel 1: Lots 10 and 11, Block 2 "John A. Johnsons Addition", according to the recorded plat thereof, Hennepin County, Minnesota.

Parcel 2: Lots 7, 8, and 9, Block 2 "John A. Johnsons Addition", according to the recorded plat thereof, Hennepin County, Minnesota.


S/S

ARP-ESSER III Application

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St. Louis Park
Public Schools

September 14, 2021 School Board Meeting

Outcome

School Board members will:

- Understand the ESSER III application process
- Understand how the application process connects to the FY2022 budget approved in June 2021
- Understand next steps, including community feedback



MDE Webinar

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American Rescue Plan (ARP)

ESSER III

The Elementary and Secondary School Emergency Relief Fund

Minnesota: ~\$1.2 billion

90% formula to LEAs (based on FFY20/SFY21 Title I)

- **FIN 160:** 80% of allocation. Same uses as ESSER I and II
- **FIN 161:** 20% of each LEA's funds must be spent to address lost learning time.

9.5% in state activities, decided by Governor's Office and MDE

- Comes with spending category requirements. Public comment on plan.

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- The federal legislation requires each district to publish their spending plan—we will provide a standard reporting form
- The federal government will likely require reporting on activities and equitable service from each district—the exact format and content is yet undetermined
- MDE will be monitoring spending over the next few years

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Safe Return to In Person Learning Plan Requirements

- Must develop with community input
- **Must publish for public comment within 30 days**
- Must post and provide a link to the plan (MDE is collecting URLs for US DOE)
- Must post a summary of the public comment
- See requirements in the federal [Interim Final Rule](#).

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Community Engagement

- Must engage community members (including families, students, staff) in the ESSER III spending plan development
- Take attendance, including the role of the individuals who participate
- Retain documentation of key findings from these engagement activities
- Demonstrate how findings are used in plan development, needs assessment, asset map
- American Indian Parent Advisory Committee (AIPAC) as needed

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FY2022 Budget

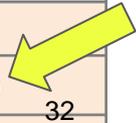
How the application process connects to the FY2022 budget
approved in June 2021

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Use of One Time Resources

Prepared for June 28, 2021 School Board Meeting

General Fund (unassigned)	Budget including One-Time Resources	Budget <u>excluding</u> One-Time Resources
Beginning Fund Balance (includes assigned for subsequent year's budget deficit)	\$8,014,292	\$8,014,292
Revenues	\$62,876,320	\$62,876,320
Federal ARP Funding Included above		(\$4,010,301)
Transfers in from Basic Skills & Staff Development	\$919,323	
Expenditures	\$65,244,001	\$65,244,001
Transfer costs to assigned for Severance		\$250,000
Variance	(\$1,448,358)	(\$6,627,982)
Ending Fund Balance (includes assigned for subsequent year's budget deficit)	\$6,565,934	\$1,386,310
Unassigned FB as a % of expenditures	10.06%	2.12%



Application Next steps

1. Complete application using the explicitly allowable pandemic related need
2. Community engagement regarding ESSER III application
 - a. Feedback from community prior to September 28 school board meeting
 - b. Engage with students
 - c. Engage with bargaining unit representatives
3. Submit ESSER III application to MDE for approval
4. Complete and submit ESSER III budget to MDE for approval
 - a. Identify categories of spending/positions that will be funded via ESSER III for FY 2022
 - b. This is NOT a list of budget cuts or spending/positions that are at risk of being cut in the future
5. Begin to draw ESSER III funds

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Application Next steps

1. Complete application using the explicitly allowable pandemic related need:
 - a. *Continuity of programming due to loss in enrollment.*
 - \$4,010,301 ESSER III Funding
 - ~5% of General Fund total budget
 - Expenses not funded with other state/federal sources (i.e. technology levy, title, operating capital, LTFM)
 - Does not include School Nutrition or Community Education
 - Budget will allocate a portion of all positions and departments to ESSER III

2. Community engagement regarding ESSER III application
 - a. Feedback from community prior to September 28 school board meeting - online via website
 - b. Engage with students - online meeting
 - c. Engage with bargaining unit representatives - online meeting

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Next Steps

Prepared for June 28, 2021 School Board Meeting;

Updated for September 14, 2021 School Board Meeting

	FY 2021	FY 2022	FY 2023
June 28, 2021		Approve FY 2022 Budget	
Summer 2021		Outline Budget Alignment Process/Steps	
September 2021		<ul style="list-style-type: none"> Complete ESSER III application and community engagement Submit ESSER III application for MDE approval 	Preliminary levy for taxes payable in 2022 35
October 2021		<ul style="list-style-type: none"> Fall enrollment Complete and submit ESSER III budget for MDE approval 	Regular FY 2023 budget process begins
November 2021	FY 2021 Audit complete	Begin to draw ESSER III fund	
December 2021			Approve final pay 2022 levy
January/February 2022		FY 2022 Mid-Year Budget Update	Preliminary assumptions for FY 2023 Budget Development



INDEPENDENT SCHOOL DISTRICT 283

SECTION/FILE 103

DATE OF ADOPTION 2021
REVISED _____

TITLE Racial Equity

I. PURPOSE

The purpose of this policy is to establish expectations and accountability measures for the District’s work promoting racial equity and developing culturally relevant learning environments in order to create an equitable and anti-racist school system that honors all children, families, and staff.

II. GENERAL STATEMENT OF POLICY

St. Louis Park Public Schools is committed to the success of all students and their right to a high-quality education. St. Louis Park School Board acknowledges the historical, generational, and compounding reality of the systems, structures, and practices that have intentionally created and continue to afford advantages to dominant racial groups while perpetuating inequities for others. The District acknowledges and accepts its past and present role in creating and maintaining policies, procedures, and practices that result in predictably lower academic and graduation outcomes and disproportionate disciplinary action for Students of Color and American Indian/Indigenous and/or Native students, relative to their White peers. The process of dismantling the systems that support racially-predictable disparities in educational outcomes will take time and focused effort. In moving forward with urgency, the District will actively engage in creating systems that are racially equitable by adhering to the following guiding principles:

- A. Resources - Recognizing that students in the dominant racial, cultural, and linguistic group have historically had more access to educational resources than their peers, the District shall provide every student with high-quality and culturally relevant instruction, curriculum, support, and facilities, and shall differentiate resources when necessary to accomplish this goal.
- B. Student Brilliance & High Standards - Recognizing that every student brings unique brilliance and individual hopes and dreams to our schools, the District shall actively encourage, support, and expect students from all racial groups to meet high standards and shall collaborate with students and families to define measures of success.
- C. Employees - Recognizing the importance of a learning community in which students see themselves represented and validated by adults, the District shall recruit, employ, support, and retain racially and linguistically diverse, culturally competent, and qualified instructional, support, and administrative staff and shall provide professional learning opportunities to all employees to develop the skill and capacity to eliminate racial, cultural, and linguistic disparities in student achievement.

- D. Racially Inclusive Learning Environments - Recognizing that separation of students for academic interventions, advanced coursework, Gifted and Talented programs, and special education often creates classroom environments in which BIPOC students and English learners are over- or under-represented throughout their school careers, the District will discontinue practices that result in racially isolated spaces and empower all students with opportunities for enrichment and differentiated learning to ensure readiness for college and career.
- E. Discipline Practices - Recognizing that practices that remove students from the learning environment, such as suspension, disproportionately deny BIPOC students access to classroom instruction opportunities, the District shall foster safe and nurturing school environments, utilize restorative practices to build and restore community, prioritize relationships, navigate conflict, repair harm, and seek to minimize loss of classroom instruction time due to disciplinary matters.
- F. Cultural & Racial Literacy - Recognizing the importance of cultural and racial literacy for individual development, college and career success, and democratic citizenship, all staff and students shall be given the opportunity to understand racial identity and the impact of their own racial identity on themselves and others.
- G. Family Engagement - Recognizing that students and families are essential partners in education at the individual, classroom, school, and district level and that BIPOC families and linguistically diverse families have been underrepresented or excluded from participation in school, the District shall create linguistically- and culturally-relevant opportunities for collaboration and communication and environments that reflect and celebrate the identities of our students, staff, and community.

III. DEFINITIONS

- A. Anti-Racism - The active process of identifying and eliminating racism in St. Louis Park Public Schools by changing systems, organizational structures, policies and practices, and attitudes, so that power is redistributed and shared equitably and students learn at high levels and have their spirit energized and enhanced. (Source: Dr. Ibram X. Kendi, Alberta Civil Liberties Research Centre, St. Louis Park Public Schools Strategic Plan)
- B. “BIPOC” - Black, Indigenous, and People of Color
- C. Culturally Relevant Teaching - The process of using familiar cultural information and processes to scaffold learning. Emphasizes communal orientation. Focused on relationships, cognitive scaffolding, and critical social awareness. (Z. Hammond)
- D. Educational Equity - Educational equity activities promote the real possibility of equality of educational results for each student and between diverse groups of students. (Source: National Alliance for Partnerships in Equity) Educational

equity is when educators provide all students with the high-quality instruction and support they need to reach and exceed a common standard. (Source: The Achievement Network)

- E. Equity - “Equity is defined as “the state, quality or ideal of being just, impartial and fair.” The concept of equity is synonymous with fairness and justice. It is helpful to think of equity as not simply a desired state of affairs or a lofty value. To be achieved and sustained, equity needs to be thought of as a structural and systemic concept.” (Source: The Annie E. Casey Foundation)
- F. Inclusive Education - Inclusive education is about embracing everyone and making a commitment to provide each student in the community, each citizen in a democracy, with the inalienable right to belong. Inclusion is a belief system, not just a set of strategies. (Source: Association for Supervision and Curriculum Development)
- G. Learning Environment - Refers to the diverse physical locations, contexts, and cultures in which students learn. Students may learn in a wide variety of settings, such as outside-of-school locations and outdoor environments. (Source: Great Schools Partnership)
- H. Race - “Race is a socially constructed system of categorizing humans largely based on observable physical features (phenotypes), such as skin color, and on ancestry. There is no scientific basis for or discernible distinction between racial categories. The ideology of race has become embedded in our identities, institutions and culture and is used as a basis for discrimination and domination.” (Source: The Annie E. Casey Foundation)
- I. Racial Equity - Acknowledging and accounting for past and current inequities, and providing all stakeholders, particularly those most impacted by racial inequities, the infrastructure needed to thrive.
 - 1. (intentionally) including stakeholders of color in decision-making that impacts their lived experience in St. Louis Park Public Schools;
 - 2. engaging, sustaining and deepening conversations about race;
 - 3. recognizing and valuing the race and culture of all St. Louis Park Public Schools stakeholders under the belief that comes through the diversity and expression of our shared humanity; and
 - 4. creating learning experiences that are culturally and racially relevant;
 - 5. academically rigorous
 - 6. understanding self culturally and racially working towards proficiency in other cultures and races
 - 7. opportunities for critically and racially conscious leadership development(Source: Center for Social Inclusion, National Public Education Support Fund and Courageous Conversations)
- J. Racial Identity - Racial identity is externally imposed: “How do others perceive me?” Racial identity is also internally constructed: “How do I identify myself?” Understanding how our identities and experiences have been shaped by race is vital. We are all awarded certain privileges and or disadvantages because of our

race whether or not we are conscious of it. (Source: Smithsonian National Museum of African American History and Culture)

- K. Racism - The belief that different St. Louis Park Public Schools stakeholders possess distinct characteristics, abilities, or qualities, based on their skin color, especially so as to distinguish them as inferior or superior to one another. (Source: Merriam Webster and Courageous Conversations)
- L. Removal from Learning Environment - Encompass any type of school disciplinary action that removes or excludes a student from the usual instructional setting or learning environment, including in-school suspension, out-of-school suspension, and expulsion.
- M. Restorative Practices - Restorative practices is a social science that studies how to build social capital and achieve social discipline through participatory learning and decision making. (Source: International Institute for Restorative Practices). Restorative practices are processes that proactively build healthy relationships and a sense of community to prevent and address conflict and wrongdoing. (Source: Schott Foundation).

IV. ACCOUNTABILITY MEASUREMENTS

- A. The Board shall conduct its business in alignment with the mission and core values of the District and goals stated in the policy.
- B. The Superintendent shall establish, in accordance with this policy, such plans and procedures as necessary and appropriate to accomplish its purpose and intent. Plans and procedures shall include clear accountability for actions and oversight, and shall include metrics for evaluation.
- C. Professional Development
 - 1. The District commits to providing annual and ongoing professional development for all St. Louis Park staff members. The professional development should deliver strategies to assist staff in reaching the goals set forth by the District's strategic plan. This will also include an expectation that all staff will have the opportunity to understand racial identity, the impact of their own racial identity on themselves and others, and the provisions of this policy.
 - 2. District staff shall, within the parameters of their assigned duties and responsibilities, comply with and execute such plans as are designed to address the values and goals of this policy. This includes, but is not limited to:
 - a) Attending and engaging in professional development connected to this policy;
 - b) Understanding their own racial identities;
 - c) Understanding the impact of their own racial identities on themselves and others; and
 - d) Reflection on growth in culturally relevant teaching using evidence-based practices.

D. Review

The Superintendent shall annually report to the Board and community on each policy area including:

1. Racially differentiated measurement data and progress towards closing racially predictable achievement gaps;
2. Data that evaluates the effectiveness of our school programming with special attention to traditionally marginalized groups of students: i.e. graduation rates, college entrance exam, discipline referrals, special education referrals;
3. Recommendations for adjustments in any programming, curriculum, or policies; and
4. Timelines for any follow-up or modifications based on the data presented.



Achieving success, one student at a time!

UPDATED School Board Liaison Assignments 2021-2022

Aquila	Karen Waters
Peter Hobart	Ken Morrison
Susan Lindgren	C. Colin Cox
Middle School	Laura McClendon
High School	Anne Casey
PSI	Heather Wilsey
Early Childhood	Heather Wilsey



NOTE: Please complete the following board resolution language using your organization's letterhead.

Education Identity & Access Management Board Resolution

The Minnesota Department of Education (MDE), Professional Educator Licensing Standards Board (PELSB), and Office of Higher Education (OHE) require annual designation of an Identified Official with Authority (IOwA) for each local education agency that uses the Education Identity Access Management (EDIAM) system. The IOwA is responsible for authorizing, reviewing, and recertifying user access for their local education agency in accordance with the State of Minnesota Enterprise Identity and Access Management Standard, which states that all user access rights to Minnesota state systems must be reviewed and recertified at least annually. The IOwA will authorize user access to State of Minnesota Education secure systems in accordance with the user's assigned job duties, and will revoke that user's access when it is no longer needed to perform their job duties.

Your school board or equivalent governing board must designate an IOwA to authorize user access to State of Minnesota Education secure websites for your organization. This EDIAM board resolution must be completed and submitted to the Minnesota Department of Education annually, as well as any time there is a change in the assignment of the Identified Official with Authority.

It is strongly recommended that only one person at the local education agency or organization (the Superintendent or Director) is designated as the IOwA. The IOwA will grant the IOwA Proxy role(s).

Designation of the Identified Official with Authority for Education Identity Access Management

Organization Name: _____

6-Digit or 9-Digit Organization Number (e.g. 1234-01 or 1234-01-000): _____

The Director recommends the Board authorize the below named individual(s) to act as the Identified Official with Authority (IOwA) for this organization:

Print Name: _____

Title: _____

Board Member Signature:

Name: _____

Date: _____

Once the EDIAM Board Resolution is completed, scan and send it to: useraccess.mde@state.mn.us