

Minnesota Senate

Subcommittee on Ethical Conduct

Probable Cause Hearing

Senator Bobby Joe Champion

November 5, 2014

Senator Champion's Exhibits

Community Standards Initiative

- **No Personal Gain**
 - *Represented Mr. Al Flowers in a police brutality matter that occurred on July 25, 2014*
 - *Represented Mr. Al Flowers' daughter in juvenile matter in June 2014*
 - *Did not represent Mr. Al Flowers or his family members during 2013 Legislative Session*
- **No “Threats” “Bullying” or “Extortion”**
- **Legislative Process and Negotiations**
- **Cannot Rely on Newspaper Article for Ethics Complaint**

Probable Cause

The purpose of a probable cause hearing is to determine whether there are sufficient facts in the record to believe a violation of the law has occurred as alleged in the complaint. *The test of probable cause is whether the evidence worthy of consideration brings the charge within “reasonable probability.”*

Koppen v. Maplewood Firefighters Ass’s, OAH No. 7-6361-16947-CV (Nov. 10, 2005) (citing Gerstein v. Pugh, 420 U.S. 103 (1975)) (emphasis added).

03/06/13

REVISOR

JFK/AF

13-2593

as introduced

SENATE
STATE OF MINNESOTA
EIGHTY-EIGHTH LEGISLATURE

S.F. No. 1214

(SENATE AUTHORS: HAYDEN)

DATE	D-PG	OFFICIAL STATUS
03/11/2013	766	Introduction and first reading Referred to Finance

- 1.1 A bill for an act
- 1.2 relating to education; appropriating money for a grant to Special School District
- 1.3 No. 1, Minneapolis, for community engagement and empowerment.
- 1.4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:
- 1.5 Section 1. **APPROPRIATION.**
- 1.6 **Subdivision 1. Department of Education.** The sum indicated in this section is
- 1.7 appropriated from the general fund to the Department of Education for the fiscal year
- 1.8 designated.
- 1.9 **Subd. 2. CSI: Minnesota.** For a grant to Special School District No. 1,
- 1.10 Minneapolis, for a community engagement and empowerment project with Community
- 1.11 Standards Initiative: Minnesota to reduce the achievement gap:
- 1.12 \$ 350,000 2014
- 1.13 Any balance in the first year does not cancel but is available the second year.

Draft Amendment

04/16/13 08:25 AM

COUNSEL

EN/RDR

SCS0453A-9

1.1 Senator moves to amend the Division Report (SS0453DIV) on S.F.
1.2 No. 453 as follows:

1.3 Page 71, after line 28, insert:

1.4 "Sec. 16. ACHIEVEMENT AND INTEGRATION REVENUE USE,
1.5 MINNEAPOLIS.

1.6 Notwithstanding Minnesota Statutes, section 124D.862, subdivision 5, Special
1.7 School District No. 1, Minneapolis, must reserve up to \$500,000 in fiscal years 2014 and
1.8 2015 only of its achievement and integrated revenue, under Minnesota Statutes, section
1.9 124D.862, to improve and close the achievement gap. These funds must be allocated to
1.10 community organizations within the district that are working to close the achievement
1.11 gap within the district. Community organizations are eligible for funding after they
1.12 have submitted a proposal to the district that includes measurable plans to reduce the
1.13 achievement gap within the district. The district must consider plans submitted by the
1.14 Minneapolis Urban League and the Minneapolis Community Standards Initiative. The
1.15 district must include revenue reserved under this section in its long-term comprehensive
1.16 plan, under Minnesota Statutes, section 124D.861, subdivision 2."

1.17 Renumber the sections in sequence and correct the internal references

1.18 Amend the title accordingly

EXHIBIT D

CSI Interview questions (9/11/14)

In 2011, CSI asked for a \$200,000 contract and only a \$15,000 contract was awarded. Why didn't you award the \$200,000 contract then?

- The proposal lacked direct alignment with the core of our work – teaching and learning.
- The program was unsustainable and the scope of the overall initiative was too broad.
- There was not enough specific supporting data or best practices from other municipalities that engaged in similar campaigns or initiatives.

According to your legal department, there are no scope of work documents for that 2011 contract. Do you know what work the group did then, if any? Why is there no documentation?

- The plan was to launch the initiative by promoting it to the community and then beginning the engagement work.
- We do not have details or documentation of the work. Staff turnover factors into the lack of knowledge about the 2011 work.

Did you take bids from other organizations to do the work that CSI was intending to do in 2011 and 2013?

- No, we did not have a bidding process for CSI. This work was not deemed one of the superintendent's priorities so we did not reach out to find vendor.

Did you have any reservations in awarding the latest \$400,000 contract? Why did you give the group seed money to come up with a concrete working plan? Why not just look for a different organization to do this type of work that already had a concrete plan in place?

- Throughout the process, we expressed concerns about the large scope of work and the need for expertise and support from other governmental bodies and organizations.
- MPS has always been committed to working with community members and groups that have strong connections with MPS schools and families.
- We realized the goals of CSI are ambitious, but we were hoping that people and groups who are deeply connected to our communities could help us lead change and improvements.

Was the asking bid \$400,000 or did they want more?

- The initial request was for significantly more than \$400,000. I don't recall exactly how much they asked for initially.

Why was CSI given \$400,000 when the Office of Black Male Student Achievement received \$200,000?

- CSI did not receive \$400,000. If the work that we agreed to was completed, then contract payments would total that amount. The OBMSA is an internal priority in our work to close the achievement gap. We are not contracting this work. We are staffing and investing central office time and resources into the work of the OBMSA.

Despite giving CSI double the funding of OBMSA, why have we not heard about CSI's efforts from your office?

- As I stated, we have not given CSI \$400,000.

What schools was CSI supposed to work with? Contract details work but does not specifically mention which schools.

- Lucy Laney, Bryn Mawr and Henry

Why did you hire Hightower's church to perform duties like provide mental health referrals when there is little proof of expertise in that area?

- The idea was to work with individuals and organizations that are integrally a part of the north Minneapolis community. It was our hope that this organization could make strong connections to students and the community in a more effective way than the school district can.

Why did you award the contract despite no proof of work performed in 2011 by the same group?

- CSI was introduced as a legislation item in the spring of 2013. We agreed in June to work with Mr. Hightower on possible pilot sites, a specific timeline for implementation and execution, metrics to determine who the program was progressing and ways to implement the initiative in additional schools in the future.

What role did Flowers play in the most recent contract? What role did Hightower play?

- MPS has not contracted with Mr. Flowers. Mr. Hightower is the program/project manager and oversees the finances.

Did you know the registered agent with the SOS for the group is a woman named Gloria Hudson? What were your interactions with her?

- I have no knowledge of Ms. Hudson. We have not interacted with her.

What role did Hayden and Champion play in attaining and executing this contract in 2011 and 2014?

- We cannot recall them having a role in 2011. In 2014, both lobbied for us to contract with CSI.

Why did Hayden and Champion push to get this contract?

- I think you should ask them. Both felt strongly that a community organization needed to be a part our work to improve parental engagement and help provide more mental health services to students.

Would you have awarded the contract without the political influence of Hayden and Champion?

- I will not speculate if we would or would not contract with CSI. I can say that we were hoping that partnering with a community-based organization would have resulted in positive outcomes for our students.

There are no scope of work documents for CSI from May through August. There was a \$50,000 payment in May. Why was that money disbursed despite no work? Will the district ask that that money be returned?

- We provided seed money for CSI to hire a project manager and develop implementation plans for engagement and events.

Will the district continue its contract with CSI? There is a \$50,000 payment due this month. Will that be disbursed?

- We plan to meet with CSI representatives before the end of the month to discuss the deliverables and the future work. CSI has yet to meet the goals and metrics in the agreement. As of today, CSI is not on track to meet its obligations. We will not pay them additional funds if they are unable to fulfill the terms of the contract.

Do you foresee a situation where CSI provides documentation for May - August and you allow the contract to continue?

- I will not speculate on information that we have yet to receive. We can only hope that the terms of the contract are fulfilled in a timely fashion.

Professor Levy-Pounds et al,

In response to the 10/8/14 "Open Letter Re: CSI Debacle and Calls for an Independent Investigation" authored by the Black Advocates for Education I offer the following on behalf of the Minneapolis Board of Education specific to the statements, questions and demands made.

1) It is the opinion of our District Counsel that Professional Service Agreements, such as the contract with New Bethel Missionary Baptist Church for CSI services, do not require a public bidding process.

2) Professional Service Agreements commonly appear on the consent agenda for approval. Board members have the opportunity to move specific items from the consent agenda for discussion and specific action.

3) The New Bethel contract was included on the consent agenda at the 5/13/14 Board of Education meeting. I am confident that all board members were fully aware of the performance-based contract as negotiated and recommended by the superintendent and her leadership team.

4) The board unanimously approved the consent agenda on an 8-0 vote. (Director Ellison was not in attendance due to illness).

5) We do not approve contracts behind closed doors. All communications of staff and board members are discoverable, all committee and board meetings are open to the public and I believe we have abided by all standards of transparency.

6) The board will participate fully in any investigation ordered by an appropriate authority pertaining to this contract or any other matter concerning alleged breaches of leadership.

7) Any further allegations, questions or demands should be directed to our District Counsel for response.

This board and staff are aware of, and working diligently to address, the educational disparities for our students of color. We will continue to reach out for community-driven solutions and engagement to achieve more equitable results.

Lastly, on a personal note, I fully concur with your statement: It's a crying shame that while adults play political games for self-enrichment and to increase their personal influence, Minneapolis students are suffering and their potential is being stifled. Let's move forward.

Best regards,
Richard

Richard Mammen
Chair, Board of Education
Minneapolis Public Schools
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Please be aware that the Board Chair or Vice Chair is responsible for responding on the Board's behalf to emails sent to the entire Board of Education. Members may also choose to respond individually.

EXHIBIT F

Al Flowers Affidavit


STATE OF MINNESOTA)
) s.s.
COUNTY OF HENNEPIN)

AFFIDAVIT OF ALFRED FLOWERS


I, Alfred Flowers, being first duly sworn, deposes and says the following:

1. That, I reside at 3106 Chicago Ave. S., Minneapolis, MN 55407, County of Hennepin, State of Minnesota.
2. I have worked in the Minneapolis community on community related issues since 1999.
3. That as a part of my work I am also involved in the legislative process.
4. In 2013, a bill relating to the Community Standards Initiative (hereinafter referred to as "CSI") was making its way through the House and Senate.
5. That I did not retain Bobby Joe Champion, a licensed attorney in the State of Minnesota, to represent me until after I was beaten by the Minneapolis Police on July 25, 2014, which is more than a year and a half after the CSI bill was heard by the legislature.
6. Mr. Champion is also a State Senator for the City of Minneapolis.
7. However, Mr. Champion did represent my daughter in a juvenile matter on or about sometime in June 2014. Again, more than eighteen months after the CSI bill was heard by the legislature.
8. That, prior to June 2014, Mr. Champion did not represent my family or I in any legal or any other capacity for any matter.
9. No attorney-client relationship existed between Mr. Champion and I prior to July 25, 2014.

FURTHER AFFIANT SAYETH NOT.


Alfred Flowers

Subscribed and sworn to before me
on this 30 day of OCTOBER, 2014.


Notary Public

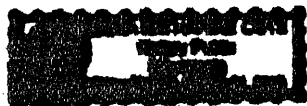


EXHIBIT G