

Agenda

- 1) Call to Order
- 2) Roll Call
- 3) Adoption of the Agenda
- 4) Acceptance of Minutes
 - a. September 24, 2019
 - b. June 16, 2020
 - c. August 14, 2020
 - d. August 18, 2020
- 5) Public Comments
- 6) Reports and Recommendations from the Superintendent of Schools
 - a. Back-to-School Updates
 - b. Comprehensive District Design Implementation Report
- 7) Action Items by the Board of Education
 - a. Approval of the Consent Agenda
 1. Personnel Matters
 - a. Approval of List A personnel matters (2020-09-ER-A)
 2. Contracts
 - a. Contract amendment with Central Roofing for project at North High School (2020-12822)
 - b. Contract with CH Robinson for "Misfit Produce" Program (2020-4400000691)
 - c. Contract with Gaggle.Net, Inc. for digital safety services for e-learning environment (2020-12811)
 - d. Contract with H Brooks & Co. for fresh produce to support the Fresh Fruit and Vegetable Program (FFVP) (2020-4400000683)
 - e. Contract with Indianhead Food Service Distribution, Inc. for grocery items to support CWS food programs (2020-4400000684)
 - f. Contract amendment for LHB, Inc. for project at Loring School (2020-12814)
 - g. Contract amendment with Morcon Construction for project at Jefferson Community School (2020-12808)
 - h. Contract with Ronald McDonald House (2020-4400000675)
 - i. Contract with Russ Davis Wholesale for fresh produce to support the Fresh Fruit and Vegetable Program (FFVP) (2020-4400000685)
 - j. Contract with St. Paul Beverage Solutions, LLC to provide milk for the National School Lunch Program (2020-4400000687)
 - k. Contract amendment with T-Mobile for Hotspots for internet access for students (2020-4400000624-2)
 - l. Contract with Veritiv for paper products and packaging materials (2020-4400000686)
 - m. Contract with Whelan Security (dba GaraWorld Security Services) for security personnel services at Davis Center (2020-12816)

- b. Refunding Certificates of Participation, Series 2020A
- 8) New Business
- 9) Reports and Comments from Board of Education Directors
 - a. Notification of Appointments to the World's Best Workforce Advisory Committee
- 10) Adjournment

**Minneapolis Public Schools – Board of Education
Special School District No. 1
Special Meeting
September 24, 2019**

I. CALL TO ORDER

II. Call to Order of the Board of Education. Pursuant to due notice mailed to each member of the Board of Education not less than three days prior to the time of such meeting, the Board members met in a special meeting at the John B. Davis Educational Services Center September 24, 2019, commencing at 6:12 pm. Chairperson Inz called the meeting to order.

III. ROLL CALL

Present: Directors: Siad Ali, Jenny Arneson, Kimberly Caprini, Kim Ellison, KerryJo Felder, Nelson Inz, Ira Jourdain, Josh Pauly, Bob Walsler, Superintendent Graff

IV. APPROVAL OF THE AGENDA

MOTION: Director Arneson moved, seconded by Director Pauly that the Board of Education, Special School District No. 1, approve the Agenda for September 24, 2019. Motion to approve the agenda was put to a vote and carried unanimously.

V. ACTION ITEMS BY THE BOARD OF EDUCATION

A. RESOLUTION TO APPROVE THE CERTIFICATION OF PROPOSED PROPERTY TAX LEVIES 2019 PAYABLE 2020

***WHEREAS,** Minnesota Statutes, section 275.065, subdivision 1(b), requires each district to certify its proposed levy to the county auditor on or before September 30 of each year; and*

***WHEREAS,** the Preliminary Levy Certification recommendation from the Board Finance Committee for 2019 Payable 2020 is to certify the maximum allowed; and*

***WHEREAS,** final levy certification will be determined at the December 10th Board meeting that will include public comments on the levy starting at 6:00 p.m.; and*

***WHEREAS,** the Chief Financial Officer recommends that the levy Preliminary Levy Certification be approved by the Board and communicated to the County and to the MN. Department of Education.*

***NOW, THEREFORE, BE IT HEREBY RESOLVED** that the Board of Directors of Special School District No. 1 approves the preliminary 2019 payable 2020 property tax levy at the maximum amount defined on the Levy Limitation and Certification Report.*

MOTION: Director Arneson moved, seconded by Director Caprini, that the Board of Education, Special School District No. 1, approve the Resolution to Approve the Certification of Proposed Property Tax Levies 2019 Payable 2020. The motion to approve the resolution was put to a vote and carried out unanimously.

VI. ADJOURNMENT

MOTION: Director Caprini moved, seconded by Director Jourdain that the Board of Education, Special School District No. 1, adjourn the meeting at 6:16 p.m. The motion to adjourn was put to a vote and carried by unanimously.

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Minneapolis Public Schools – Board of Education
Special School District No. 1
Special Meeting
June 16, 2020

I. CALL TO ORDER

Call to Order of the Board of Education. Pursuant to due notice mailed to each member of the Board of Education not less than three days prior to the time of such meeting, the Board members met electronically in a special meeting conducted in accordance with Minnesota Statutes 13D.021 on June 16, 2020, commencing at 5:30 pm. Chair Ellison called the meeting to order.

II. ROLL CALL

Present: Directors: Jenny Arneson (came in after approval of agenda), Kimberly Caprini, Kim Ellison, Nelson Inz, Ira Jourdain, Bob Walser - 6

III. APPROVAL OF THE AGENDA

MOTION: Director Inz moved, seconded by Director Caprini that the Board of Education, Special School District No. 1, approve the Agenda for June 16, 2020. Motion to approve the agenda was put to a rollcall vote and carried unanimously by those present.

IV. ACTION ITEMS BY THE BOARD OF EDUCATION

A. Approval of Consent Agenda

These action items represent those that do not involve major policy decisions, budget decisions, taxing decisions, bond awards or items related to the Superintendent's contract of evaluation. Business items on this agenda are previously authorized or budgeted expenditures.

MOTION: Director Caprini moved, seconded by Director Inz, that the Board of Education, Special School District No. 1, approve the consent agenda and adopt the recommendations as presented by the Superintendent. The motion to approve the consent agenda was put to a roll-call vote and carried out unanimously by those present.

V. ADJOURNMENT – CHAIR ADJOURNED THE MEETING AT 5:35 TO THEN BEGIN FINANCE COMMITTEE MEETING

**Minneapolis Public Schools – Board of Education
Special School District No. 1
Special Meeting
August 14, 2020**

I. CALL TO ORDER

Call to Order of the Board of Education. Pursuant to due notice mailed to each member of the Board of Education not less than three days prior to the time of such meeting, the Board members met electronically in a special meeting conducted in accordance with Minnesota Statutes 13D.021 on August 14, 2020, commencing at 5:01 pm. Chair Ellison called the meeting to order.

II. ROLL CALL

Present: Directors: Jenny Arneson, Kimberly Caprini, Kim Ellison, KerryJo Felder (came in after approval of agenda); Nelson Inz, Ira Jourdain, Josh Pauly, Student Representative Genene

III. APPROVAL OF THE AGENDA

MOTION: Director Pauly moved, seconded by Director Caprini that the Board of Education, Special School District No. 1, approve the Agenda for August 14, 2020. Motion to approve the agenda was put to a rollcall vote and carried unanimously.

IV. ACTION ITEMS BY THE BOARD OF EDUCATION

A. RESOLUTION CANVASSING THE VOTES FOR THE AUGUST 11, 2020 PRIMARY ELECTION FOR THE NOMINATION OF CANDIDATES FOR THE OFFICES OF SCHOOL BOARD MEMBER AT LARGE AND DISTRICT 4 FOR MINNEAPOLIS SPECIAL SCHOOL DISTRICT NO.1 (RESOLUTION BELOW)

MOTION: Director Pauly moved, seconded by Director Arneson, that the Board of Education, Special School District No. 1, approve the Resolution Canvassing the votes for the August 11, 2020 Primary Election. The motion to approve the resolution was put to a rollcall vote and carried out by majority.

Director	YEA	NAY
Arneson	X	
Felder	X	
Ali	Not present	
Walser	Not present	
Inz	X	
Jourdain	X	
Caprini	X	
Pauly	X	
Ellison	X	

**RESOLUTION CANVASSING THE VOTES FOR THE AUGUST 11, 2020 PRIMARY ELECTION
FOR THE NOMINATION OF CANDIDATES FOR THE OFFICES OF
SCHOOL BOARD MEMBER AT LARGE AND DISTRICT 4
FOR MINNEAPOLIS SPECIAL SCHOOL DISTRICT NO.1**

WHEREAS, the State Statutes provide for a School District Primary Election on the second Tuesday in August in the year when the school district general election is held and,

WHEREAS, a School District Primary Election was duly held on August 11, 2020 and,

WHEREAS, the School District canvassed the vote totals in accordance with State Statutes and,

WHEREAS, the canvassed votes are as follows:

SSD 1 - School Board Member at Large			SSD 1 - School Board Member District 4		
Candidate	Votes	%	Candidate	Votes	%
Kim Ellison	60,667	57.61%	Christa Mims	7,838	44.37 %
William Awe	1,621	1.54 %	Adriana Cerrillo	6,768	38.31 %
Doug Mann	5,267	5.00 %	Ken Shain	3,061	17.33 %
Lynne Crockett	12,260	11.64 %			
Michael Dueñes	25,497	24.21 %			

and

WHEREAS, there are to be two candidates to advance to the November 3, 2020 General Election, at which time there is to be elected one School Board Members At Large for a period of four years;

WHEREAS, there are to be two candidates to advance to the November 3, 2020 General Election, at which time there is to be elected one School Board Member District 4 for a period of four years;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of Special School District No. 1, Minneapolis, Minnesota, that said election returns are hereby canvassed and that the number of votes received by each candidate voted upon at the said election, together with the number of absentee ballots and spoiled ballots, if any, is hereby attached, and determined the following candidate names be placed on the General Election Ballot for School Board Member At-Large and District 4:

<u>Board Member At Large</u>	<u>School Board Member</u>
<u>Candidate:</u>	<u>District 4 Candidate:</u>
Kim Ellison	Christa Mims
Michael Dueñes	Adriana Cerrillo

The following resolution, offered by School Board Member _____ and supported by School Board Member _____ was declared carried on the following vote:

Ayes:
Nays:

Kim Ellison, Chair

Josh Pauly, Clerk

V. ADJOURNMENT

MOTION: Director Pauly moved, seconded by Director Arneson that the Board of Education, Special School District No. 1, adjourn the meeting at 5:10 p.m. The motion to adjourn was put to a rollcall vote and carried by majority.

Director	YEA	NAY
Arneson	X	
Felder	X	
Ali	Not present	
Walser	Not present	
Inz	X	
Jourdain	X	
Caprini	X	
Pauly	X	
Ellison	X	

Minneapolis Public Schools – Board of Education
Special School District No. 1
Business Meeting
August 18, 2020

I. CALL TO ORDER

Call to Order of the Board of Education. Pursuant to due notice mailed to each member of the Board of Education not less than three days prior to the time of such meeting, the Board members met electronically in a business meeting conducted in accordance with Minnesota Statutes 13D.021 on August 18, 2020, commencing at 5:30 pm. Chair Ellison called the meeting to order.

II. ROLL CALL

Present: Directors: Siad Ali, Jenny Arneson, Kimberly Caprini, Kim Ellison, KerryJo Felder; Nelson Inz, Ira Jourdain, Josh Pauly, Bob Walser, Student Representative Genee, Superintendent Graff - 11

III. APPROVAL OF THE AGENDA

MOTION: Director Arneson moved, seconded by Director Pauly that the Board of Education, Special School District No. 1, approve the Agenda for August 18, 2020. Motion to approve the agenda was put to a rollcall vote and carried unanimously.

IV. APPROVAL OF MINUTES

- May 12, 2020
- May 26, 2020
- June 2, 2020
- June 9, 2020
- July 28, 2020

MOTION: Director Pauly moved, seconded by Director Caprini that the Board of Education, Special School District No. 1, approve the above-listed Minutes. Motion to approve the minutes was put to a rollcall vote and carried unanimously.

V. PUBLIC COMMENTS – Public comments left via Voicemail were played

VI. REPORTS AND RECOMMENDATIONS FROM THE SUPERINTENDENT OF SCHOOLS (NO VOTES)

A. Climate Framework

VII. ACTION ITEMS BY THE BOARD OF EDUCATION

A. Approval of Consent Agenda

These action items represent those that do not involve major policy decisions, budget decisions, taxing decisions, bond awards or items related to the

Superintendent's contract of evaluation. Business items on this agenda are previously authorized or budgeted expenditures.

MOTION: Director Caprini moved, seconded by Director Felder, that the Board of Education, Special School District No. 1, approve the consent agenda and adopt the recommendations as presented by the Superintendent. The motion to approve the consent agenda was put to a rollcall vote and carried out unanimously.

B. Resolution to authorize short-term renewal of use and management agreement with YWCA Minneapolis for fieldhouse

Be it resolved that the Board of Directors of Special School District No. 1 approve the short-term renewal of use and management agreement with YWCA Minneapolis for fieldhouse authorize the appropriate Board officer(s) or School District administrator(s) to sign all documents necessary to effectuate this agreement.

MOTION: Director Arneson moved, seconded by Director Felder, that the Board of Education, Special School District No. 1, approve the Resolution authorizing the agreement with YWCA. The motion to approve the resolution was put to a rollcall vote and carried out unanimously.

C. Resolution regarding school year calendar changes

Be it resolved that the Board of Directors of Special School District No. 1 hereby approves the following changes to the school year calendars:

- 1. November 3, 2020 (Election Day) shall be a full "distance learning" day for all grades regardless of which learning model is being used within Minneapolis Public Schools. On this day, only staff necessary to open buildings as polling places shall be required to report to work in-person.*
- 2. In the 2021-2022 school year, the first day of school for grades 1-12 shall be September 8, 2021.*
- 3. In the 2021-2022 school year, the first day of school for pre-kindergarten and kindergarten shall be September 10, 2021.*

MOTION: Director Inz moved, seconded by Director Pauly, that the Board of Education, Special School District No. 1, approve the Resolution regarding school year calendar changes. The motion to approve the resolution was put to a rollcall vote and carried out unanimously.

D. Resolution approving the school year 2020-21 e-learning day plan

Be it resolved that the Board of Directors of Special School District No. 1 hereby approves the proposed e-learning day plan, in accordance with Minnesota Statute 120A.414.

MOTION: Director Pauly moved, seconded by Director Ali, that the Board of Education, Special School District No. 1, approve the e-learning plan. The motion to approve the plan was put to a rollcall vote and carried out unanimously.

IX. REPORTS AND COMMENTS FROM BOARD OF EDUCATION DIRECTORS

X. ADJOURNMENT

MOTION: Director Arneson moved, seconded by Director Caprini that the Board of Education, Special School District No. 1, adjourn the meeting at 8:27 p.m. The motion to adjourn was put to a rollcall vote and carried out unanimously.

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Full List of Consent Agenda

1. Personnel Items

- a. Approval of List A personnel matters
- b. Approval of List B personnel matters

2. Contracts

- a. Allied Blacktop Company
- b. Arch Language Network
- c. Carahsoft Palo Alto
- d. Center for Black Educator Development
- e. Harris St. Paul Inc.
- f. Hewlett-Packard Financial Services
- g. iDreamTV
- h. Insight Public Sector Inc.
- i. Insight Public Sector Inc (Azure)
- j. JAMF Holding Inc.
- k. Language Line
- l. Metro Transit
- m. RICOH
- n. T-Mobile

3. Resolutions

- a. Resolution for 2020-21 Membership in the Minnesota State High School League

4. Agreements

- a. Acceptance of minor amendments to the Memorandum of Understanding with the Minneapolis Park and Recreation Board

Comprehensive District Design Implementation Update

September 8, 2020

Board of Education Business Meeting

CDD: Academics Activities - August Completion

Activities	Status	Insights
Revised draft of Advanced Academics Funding Model for K-12	Initiated	Draft equitable funding model created and will be shared with high school portfolio in September
Sustainable Staffing/Equitable Hiring and Professional Development Plan - Literacy	Complete	
Sustainable Staffing/Equitable Hiring and Professional Development Plan - Math	Complete	
Hiring for Magnet School Based TOSAs	Complete	Ahead of schedule and in tandem with CDD activities outlined in Human Resources
Special Education: Create Final Transition Planning	Initiated	Building walkthroughs were delayed/analysis of each student transition in process/next will be staff transitions
Health Services: Expansion of Mental Health Supports	Initiated	Working on job descriptions for Mental Health coaches/assessing where there is need for additional contracts

CDD: ARE Activities - August Completion

Activities	Status	Insights
August 13th Institute - Draft Belief Statements & School Planning For Engagement and Timelines	Complete	
Equity Professional Development for All Davis Center Staff	Initiated	<ul style="list-style-type: none">• Began PD on transformative SEL with identified DPFs to support distance learning.• Professional Development plan on SEL/Equity will be completed by September• Academic and School Improvement PD will be aligned with Curriculum Transformation work.

CDD: Communications Activities - August Completion

Activities	Status	Insights
Create Back to School Virtual Experiences/Overview (CDD Implementation Expectations)	Complete	Provided guidance and invitation to principals; Distance Learning webpage; Back to School webpage and family guide; updated school directories and teacher schedule pages
Create/Distribute School Recommendations for Families Who Are Moving Schools	Active/In process	One-pagers done; working with Placement to communicate with families in September
Create Communication Around Enrollment Season	Active/In process	
Community Outreach Activities	Complete	
Summer Home Visits	N/A	Unsafe to do home visits with COVID; will consider working with schools/principals for future
Back to School Communications Made Virtual	Complete	Family Updates, MPS Insider, Family Resource Videos, social media
Back to School Kickoff (if Appropriate)	Complete	Superintendent Video

CDD: Human Resources Activities - August Completion

Activities	Status	Insights
Spring 2020 Teacher Hiring	Complete	
Assistant Principal Allocation Revisions	Initiated	In progress. Will be complete for 2021 BTO
Partner With Unions to Identify Required Changes	Initiated	In progress. Will be complete for 2021 BTO
Hiring for Magnet School Based TOSAs	Complete	Ahead of schedule and in tandem with CDD activities outlined in Academics - Magnet Schools

CDD: Academics Planned Activities - September Completion

Activities for September Completion

Continued Progress on Future Deliverables

CDD: ARE Planned Activities - September Completion

Activities for September Completion

Professional Development Planning For School Department Engagement

5-year Plan For All Staff On Restorative Practices and Equity Professional Development

School Improvement Plans Created and Entered Into School Improvement Portal- Including Math, Literacy, Engagement and Climate Goals

Department Plans Created and Submitted To Accountability Department- Including Alignment To District Priorities and CDD Goals

Specialty School Application Process

CDD: Communications Activities - September Completion

Activities for September Completion

Enrollment communications

Create virtual enrollment fair

Marketing toolkit for schools

Online registration tool

CDD: Human Resources Planned Activities - Sept. Completion

Activities for September Completion

Continued Progress on Future Deliverables

CDD: Finance Planned Activities - September Completion*

Activities for September Completion

Review Strategic Goals and Prepare Budget Process Recommendations

*The Finance Division did not have completion activities to report for August

CDD: Operations Planned Activities - September Completion*

Activities for September Completion

Bell time engagement plan

Final bell time proposal development

*The Operations Division did not have completion activities to report for August

Questions

Minneapolis Public Schools

List A: All Employees: Tuesday, September 8, 2020

Hiring - Licensed

Heidi Alcaide Garcia	Page Middle School	Teacher, English Second Language	8/23/2020
Andie Alton	Jefferson Elementary	Teacher, Special Education	8/23/2020
Paige Armstrong-Hetterick	Field	Teacher, Music	8/23/2020
Arslan Aziz	Washburn High	Assistant Principal, High School	8/10/2020
Megan Baker	Speech Language Clinicians	Teacher, Speech Language Clinician	7/8/2020
Megan Bartkowski	Speech Language Clinicians	Teacher, Speech Language Clinician	7/14/2020
Danielle Becker	Psychology Services	Teacher, Psychology Services	6/15/2020
Michael Bennett	Speech Language Clinicians	Teacher, Speech Language Clinician	8/23/2020
Carrie Booth	Occupational, Physical Therapists	Teacher, Occupational Therapist	6/15/2020
Patrick Burrage	South High	Assistant Principal, High School	8/28/2020
Mary Cannon	Transition Plus	Teacher, Special Education	8/25/2020
Lauren Carisch	Occupational, Physical Therapists	Teacher, Occupational Therapist	8/16/2020
Braulio Carrasco	Jefferson Elementary	Teacher, Bilingual/Bicultural (Spanish)	8/16/2020
Jordan Castleberry	Teaching & Learning	Teacher, TOSA General	8/23/2020
Ruth Chaffee	Psychology Services	Teacher, Psychology Services	8/23/2020
Sydney Clipper	Nellie Stone Johnson	Teacher, High Five	8/16/2020
Drayton Cousins	Southwest High	Teacher, English	8/23/2020
Micayla Dawson	Lake Harriet Upper (Fulton)	Teacher, Music	8/16/2020
Irene Donahoe	Lake Harriet Lower (Audubon)	Teacher, Special Education	7/1/2020
Shannon Durphy	Seward Montessori School	Teacher, English	8/16/2020
Jodi Dyvig	Lake Nokomis Wenonah	Teacher, Special Education	8/31/2020

Minneapolis Public Schools

List A: All Employees: Tuesday, September 8, 2020

Hiring - Licensed

Hannah Edwards	Teaching & Learning	Teacher, TOSA General	8/23/2020
Allen Edwards-Madding	South High	Teacher, Social Worker	8/16/2020
Kimberly Furey	Cityview	Teacher, Art	8/23/2020
Amelia Furman	Pratt Elementary	Teacher, Music Therapist	8/16/2020
Amelia Furman	Pratt Elementary	Teacher, Music Therapist	8/16/2020
Gebremariam Gebremicael	Hall International	Teacher, Social Worker	8/16/2020
Kristin Green	FAIR Senior	Teacher, Special Education	8/16/2020
Tatiana Grogan	Nellie Stone Johnson	Teacher, Elementary	8/23/2020
Cady Gulbranson	Early Childhood Special Education	Teacher, Special Education	8/20/2020
Joshua Harvey	Edison High	Teacher, Social Studies	7/2/2020
Andres Felipe Hernandez Fierro	Anwatin	Teacher, World Languages (Spanish)	8/23/2020
Emily Heuschele	Teaching & Learning	Teacher, TOSA General	8/16/2020
Sarah Hutton	Teaching & Learning	Teacher, TOSA General	8/23/2020
Marisa Johnson	Kenny Elementary	Teacher, Elementary	8/16/2020
Joanne Jongsma	Field	Teacher, Math	8/23/2020
Samm Joyner	North (ISA)	Teacher, Social Worker	8/16/2020
Hannah Julien	Speech Language Clinicians	Teacher, Speech Language Clinician	8/23/2020
Dustin Juusola	Speech Language Clinicians	Teacher, Speech Language Clinician	8/23/2020
Pamela Juve	Field	Teacher, Health	8/23/2020
Allison Knigge	Special Ed Program 1	Teacher, Special Education	8/20/2020
Tharon Knowlton	South High	Teacher, Music	8/23/2020

Minneapolis Public Schools

List A: All Employees: Tuesday, September 8, 2020

Hiring - Licensed

Madeline Kron	Nellie Stone Johnson	Teacher, Elementary	8/23/2020
Noam Lekach-Rosenberg	Anwatin	Teacher, Social Studies	8/23/2020
Robert Liebhart	Edison High	Teacher, Science	8/16/2020
Heidi Macomber	Sheridan	Teacher, English Second Language	8/23/2020
Haley Mccullum	Early Childhood Special Education	Teacher, Special Education	8/20/2020
Christina Nystrom	Jefferson Elementary	Teacher, Elementary	8/23/2020
Stephanie Oehler	Occupational, Physical Therapists	Teacher, Physical Therapist	8/20/2020
Ann Orbison	Nellie Stone Johnson	Teacher, Special Education	8/16/2020
Martha Organista Villasenor	Emerson Spanish Immersion	Teacher, Social Worker	8/17/2020
Bertha Ortiz-Robles	Jefferson Elementary	Teacher, Bilingual/Bicultural (Spanish)	8/23/2020
Michael Peterson	Kenwood Elementary	Teacher, Special Education	8/23/2020
Rachel Pollard	Occupational, Physical Therapists	Teacher, Occupational Therapist	8/23/2020
Melanie Quinones	Sheridan	Teacher, Social Worker	8/16/2020
Alexander Rack	Roosevelt High	Teacher, Music	8/16/2020
Jeffrey Rajacich	Field	Teacher, Math	8/23/2020
Anusha Ramaswami	Special Ed Program 3	Teacher, Music Therapist	8/16/2020
Caitlin Samuels	Windom Elementary	Teacher, Social Worker	8/17/2020
Kathleen Saporito	Special Ed Program 1	Teacher, Special Education	8/23/2020
Sarah Schwab	Speech Language Clinicians	Teacher, Speech Language Clinician	8/23/2020
Lorianna Schwartz	Occupational, Physical Therapists	Teacher, Occupational Therapist	8/20/2020
Molly Siebert	Teaching & Learning	Teacher, District Program Facilitator	8/10/2020

Minneapolis Public Schools

List A: All Employees: Tuesday, September 8, 2020

Hiring - Licensed

Natalie Soles	Speech Language Clinicians	Teacher, Speech Language Clinician	8/23/2020
Eve Stein	Anwatin	Teacher, Special Education	8/25/2020
Christina Storlie	Occupational, Physical Therapists	Teacher, Physical Therapist	8/16/2020
Taylor Tiedemann	Early Childhood Special Education	Teacher, Special Education	8/20/2020
Rosamaria Van Huyen	Sheridan	Teacher, Bilingual/Bicultural (Spanish)	8/16/2020
Veera Vasandani	Speech Language Clinicians	Teacher, Speech Language Clinician	8/20/2020
Michael Vasich	FAIR Senior	Teacher, Music	8/23/2020
Leila Warren	Psychology Services	Teacher, Psychology Services	8/20/2020
Kevin Wege	Dowling Elementary	Teacher, Elementary	8/31/2020
Claire Weiss	Jefferson Elementary	Teacher, Science	8/23/2020
Elliott Weiss	FAIR Senior	Teacher, Special Education	8/31/2020
Emily Wilcox Freeburg	Kenwood Elementary	Teacher, Music	7/13/2020
Clarinda Williams	Psychology Services	Teacher, Psychology Services	8/31/2020
Aaron Wojahn	Folwell Performing Arts	Teacher, Math	8/23/2020
Sue Yang	Speech Language Clinicians	Teacher, Speech Language Clinician	8/16/2020

Hiring - Non Licensed

Shameelah Abdullah	Franklin Middle	Special Education Assistant	9/1/2020
Lilian Alarcon Brito	Special Ed Interpreters	Associate Educator	9/3/2020
Rachel Allison	Northrop Elementary	Special Education Assistant	9/1/2020
Gerald Becker	Transportation	School Bus Driver In Training	8/31/2020
Emma Blom	Transition Plus	Special Education Assistant	9/1/2020

Minneapolis Public Schools

List A: All Employees: Tuesday, September 8, 2020

Hiring - Non Licensed

Alexandra Bohr	Jefferson Elementary	Special Education Assistant	9/1/2020
Gabriela Boley Hernandez	Jefferson Elementary	Family & Community Liaison (ESP)	9/1/2020
Ross Brendel	KBEM Radio	KBEM Program Specialist	8/24/2020
Jason Caddy	Burroughs	Special Education Assistant	9/1/2020
Alexander Cain	Folwell Performing Arts	Special Education Assistant	9/1/2020
Jessica Chicaiza	Andersen United	Health Services Assistant	9/1/2020
Gysselle Cortez Hernandez	Early Childhood Special Education	Special Education Assistant	9/1/2020
Moises Delatorre	Operational & Security Services	Manager, Emergency Management	8/31/2020
Richard Dziuk	Engineers, Zone 1	Physical Plant Operator	8/31/2020
Jonathon Ecker	Jefferson Elementary	Associate Educator	8/17/2020
Madison Ertle	MPS Deaf/Hard of Hearing	Educational Sign Language Interpreter	9/1/2020
Alec Ferris	Northeast Middle School	Special Education Assistant	9/1/2020
Shayla Gonzalez	Pratt Elementary	Health Services Assistant	9/1/2020
Sabrina Greene	Marcy Open School	Associate Educator	9/1/2020
Paige Hanson	SEA Cadre	Special Education Assistant	9/1/2020
Lydia Hayes	Anthony	Associate Educator	8/18/2020
Joseph Hoelzel	Transportation	School Bus Driver In Training	8/10/2020
Kelsey Holman	Webster Elementary	Special Education Assistant	8/25/2020
Joseph Kosowski	Enterprise Infrastructure	Systems Engineer	8/31/2020
Jennifer Landry	FAIR Senior	Special Education Assistant	8/30/2020
Peter Lloyd	South High	School Success Program Assistant	9/1/2020

Minneapolis Public Schools

List A: All Employees: Tuesday, September 8, 2020

Hiring - Non Licensed

Kevin Lochner	IT Operations	Information Systems Analyst	8/18/2020
Joel Lopez	Sanford Middle School	Special Education Assistant	9/1/2020
Jane Marsh	Field	Special Education Assistant	9/1/2020
Austin Mckey	Page Middle School	Special Education Assistant	9/1/2020
Katherine Mcnamee	Lucy Craft Laney at Cleveland Park	Special Education Assistant	9/1/2020
Maren Miller	Early Childhood Special Education	Special Education Assistant	9/1/2020
Abdikahadar Mohamed	SEA Cadre	Special Education Assistant	9/1/2020
Ann Nasses	Olson Middle School	School Secretary	8/18/2020
Shirley Neepaye	Northeast Middle School	Special Education Assistant	9/1/2020
Zachary Nelson	River Bend	Special Education Assistant	9/1/2020
Holly Nelson-Lifson	Nellie Stone Johnson	Associate Educator	9/1/2020
Robert Noel	Northeast Middle School	Special Education Assistant	9/1/2020
Kelly Owens	Health Services	Licensed Alcohol & Drug Counselor	8/6/2020
Benjamin Polk	Page Middle School	Special Education Assistant	9/1/2020
Broderick Powell	Operational & Security Services	Manager, Emergency Management	8/19/2020
Meredith-Ann Price	Northeast Middle School	Special Education Assistant	9/1/2020
Amani Reichert-Giron	Anne Sullivan	Special Education Assistant	9/1/2020
Melissa Riley	Transportation	School Bus Driver	8/10/2020
Harbi Robleh	Transportation	School Bus Driver	8/31/2020
Harbi Robleh	Transportation	School Bus Driver	8/31/2020
Lasonderia Rogers	Loring Elementary	Account Clerk	9/17/2020

Minneapolis Public Schools

List A: All Employees: Tuesday, September 8, 2020

Hiring - Non Licensed

Alejandra Schuessler Ayala	Sheridan	Associate Educator	9/1/2020
Malcolm Seals	Lyndale Elementary	Special Education Assistant	9/1/2020
Judith Seldomridge	Burroughs	Special Education Assistant	9/1/2020
Lydia Spading	Sanford Middle School	Special Education Assistant	9/3/2020
Yosira Tovar	Lake Nokomis Keewaydin	Associate Educator	9/1/2020
Samuel Welk	Pratt Elementary	Associate Educator	8/24/2020
Barbara White	Folwell Performing Arts	School Secretary	8/18/2020
Donnie Yang	Transportation	School Bus Driver In Training	8/4/2020

CHANGE ORDER

AIA DOCUMENT G701

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

PROJECT: North High Re Roofing
 (name, address) 1500 James Ave, North
 Minneapolis, MN 55411

TO CONTRACTOR: Central Roofing Company
 (name, address) 4550 Main Street NE
 Minneapolis, MN 55421

CHANGE ORDER NUMBER: Two (2)
 DATE: August 20, 2020
 ARCHITECT'S PROJECT NO: 2190006
 CONTRACT DATE: January 14, 2020
 CONTRACT FOR: General Construction –
 Roofing

The Contract is changed as follows:

1. Add amount to reroute coax cable in pvc conduit set on roof blocks, to avoid the solar panel installation
 Breakdown is:
 Materials and labor \$27,000.00
 GC Markup 10% \$ 2,700.00
 Total \$29,700.00
 2. Add amount to relocate gas piping to the perimeter of the roof, and for temp. generator use during the re connection of the piping to the emergency generator.
 Breakdown is:
 Mechanical Sub \$13,437.00
 Electrical Sub \$ 5,900.00
 GC Markup 10% \$ 1,933.70
 Total \$21,270.70
- Total of #1 and #2 \$50,970.70**

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was \$ 1,219,500.00
 Net change by previously authorized Change Orders \$ 93,039.10
 The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was \$ 1,312,539.10
 The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased)
 (unchanged) by this Change Order in the amount of \$ 50,970.70 (increased)
 The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be .. \$ 1,363,509.80

The Contract Time will be (increased) (decreased) (unchanged) by (Unchanged) (0) days.
 The date of Substantial Completion as of the date of this Change Order therefore is N/A

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

The Design Partnership, Ltd.	Central Roofing Company.	Minneapolis Public Schools
ARCHITECT _____	CONTRACTOR _____	OWNER _____
2700 Louisiana Ave S #26396	4550 Main Street NE	1250 West Broadway Ave.
Address _____	Address _____	Address _____
Minneapolis, MN 55426	Minneapolis, MN 55421	Minneapolis, MN 55411
BY <u>W. B. Pulver</u>	BY _____	BY _____
DATE <u>8-20-2020</u>	DATE _____	DATE _____

CENTRAL

ROOFING COMPANY

- Since 1929 -

4550 Main Street NE, Minneapolis, MN 55421
(763)572-0660, Fax (763)572-0230

July 22, 2020

The Design Partnership, Ltd.
Architects
2700 Louisiana Ave. S. #2639
Minneapolis, MN 55426
Attention: Victor Perlbachs

Project:
North High School FY-19 Reroofing
For Solar

Change Request: Cable reroute on the roof

As per the owners request we have received pricing from Muska Electric to provide reroute of the existing coaxial cable and install in new PVC conduit set on roof blocks over the roof surface.

Attached is the proposal from Muska Electric.

Subcontractor Muska Electric

Materials and Labor \$27,000.00

GC Mark-up 10% \$ 2,700.00

Total Cost \$29,700.00

If you should have any questions, or need further information please contact me.

CENTRAL ROOFING COMPANY


Michael Olson
Estimator/Project Manager

APPROVED 7-24-20
VBP



July 6th, 2020

To: Mike Olson
Central Roofing Company

Re: **Minneapolis North High School**

We have prepared an estimate for the cost of electrical work associated with the above-mentioned project. Our estimate is based on the A-2 Roof Plan provided and as outlined below.

Base Bid – Labor and Material: \$27,000.00

- Demo
 - o Demo the existing satellite cabling from its current location to allow for new roof to be installed. We intend to have the new pathway and new cabling routed prior to this demolition so we would need approval ASAP in order to get this done.
- Conduit
 - o Provide and install (1) 1" SCH80 PVC conduit on roof, routed at the outside perimeter of the roof. Approximate footage of this run is 880'.
 - Install 8" X 8" X 6" PVC junction boxes at all locations (insets of the roof) to allow for cabling to be pulled through this.
 - o Provide and install roof blocks to support PVC conduit on roof along entire pathway and to support PVC junction boxes.
- Cabling
 - o Provide new cabling through newly installed conduit from north side to south side of building. It is assumed new cabling will be required as the existing cabling appears to be nearly 300' short.
- Provide lull to fly our materials up to the rooftop and transport materials around the jobsite.

Clarifications:

- Performance Bonding is not included.
- It is assumed all pathways for cabling to enter into the school are existing to remain or new roof boots/pitch pockets/dog houses will be supplied and installed by Central Roofing Company at these locations.
- Work to be completed during the hours of 7-3:30pm, Monday – Friday. Premium time is not included.
- All information herein is proprietary to Muska Electric and is not to be shared or used without consent.

Thank you for considering Muska Electric for this project. Please call if you have any questions, or if we can be of further assistance.

Sincerely,
Muska Electric Company

Geoff Roering

Geoff Roering
Project Manager

CENTRAL
ROOFING COMPANY
- Since 1929 -

Approved
8-18-2020
VBP

4550 Main Street NE, Minneapolis, MN 55421
(763)572-0660, Fax (763)572-0230

Revised
August 18, 2020

The Design Partnership, Ltd.
Architects
2700 Louisiana Ave. S. #2639
Minneapolis, MN 55426
Attention: Victor Perlbachs

Project:
North High School FY-19 Reroofing
For Solar

Change Request: PR Request No. 1 Gas line reroute

As per PR No. 1 documents including threaded pipe connections and pipe supports 5" height above roof surface. Signature Mechanical has provided pricing to provide reroute of the gas line that feeds to the emergency generator on north side of the building. Along with this pricing we have also received pricing from Muska Electric to provide a temporary backup generator during the time that the gas needs to be disconnected.

Attached is the proposals from Signature Mechanical and Muska Electric.

Subcontractor Signature Mechanical:	\$13,437.00
Subcontractor Muska Electric:	<u>\$ 5,900.00</u>
Sub Total:	<u>\$19,337.00</u>

GC Mark-up 10%	<u>\$ 1,933.70</u>
Total Cost	<u>\$21,270.70</u>

If you should have any questions, or need further information please contact me.

CENTRAL ROOFING COMPANY


Michael Olson
Estimator/Project Manager



8260 Arthur Street NE, Suite A
Spring Lake Park, Minnesota 55432
Phone: 763-788-9844
Fax: 763-788-9868

August 12, 2020

Central Roofing

Attention: Mike Olson

Reference: North High School (PR # 1)

PR # 1

Route new gas piping per the PR # 1 documents. \$13,437.00

Please call with any questions.

Thank you

Should you have any questions, please contact me at 612-916-0414

Sincerely,

SIGNATURE MECHANICAL INC.

Adam Boller
Estimator / Project Manager



July 31st, 2020

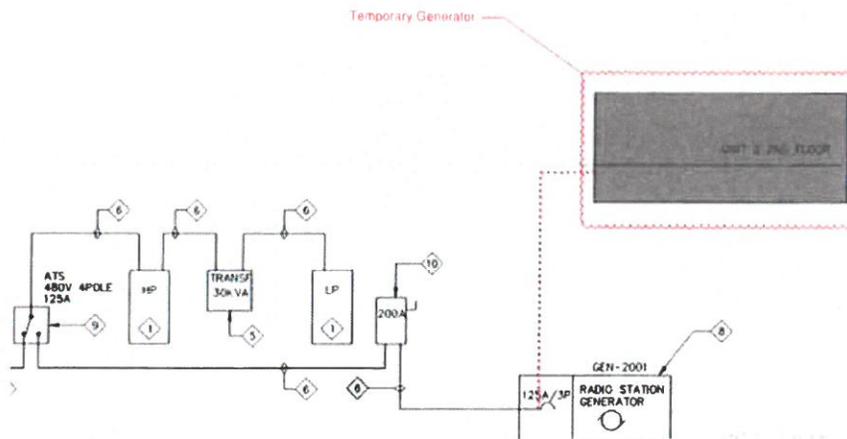
To: Mike Olson
Central Roofing Company

Re: Minneapolis North High School – Back-Up Generator

We have prepared an estimate for the cost of electrical work associated with the above-mentioned project. Our estimate is based on the scope outlined below.

Base Bid – Labor and Material: \$5,900.00

- **Demo**
 - o Demo feeders to existing generator breaker feeding KBEM service.
 - o Demo start contacts control wiring from KBEM ATS.
- **Generator**
 - o Provide a 100kW trailer mounted diesel generator 480/277V. We have included costs for 2-days rental for this generator. (1) day to account for delivery and take-down and (1) for when it is only to back-up the existing ATS for KBEM.
 - o Provide temporary cabling with tails for generator
 - o Provide battery tender and comm. cable for generator
- **Generator Install**
 - o We will tie into the existing feeders at the existing generator for connection to the existing ATS. We will extend these feeders into the courtyard where the generator can be parked and secured.
 - o We will extend 120V to the battery tender for standby operation of this generator during a power loss.
 - o We will extend control cabling from the existing generator to the temporary generator to allow for automatic transfer to the temporary generator during a power loss.



Clarifications:

- Performance Bonding is not included.
- Work to be completed during the hours of 7-3:30pm, Monday – Friday. Premium time is not included.
- All information herein is proprietary to Muska Electric and is not to be shared or used without consent.

Thank you for considering Muska Electric for this project. Please call if you have any questions, or if we can be of further assistance.

Sincerely,
Muska Electric Company

Geoff Roering

Geoff Roering
Project Manager



MINNEAPOLIS
PUBLIC SCHOOLS

Urban Education. Global Citizens.

CONTRACT FOR GOODS – above \$50,000

This Contract is entered into between Special School District No. 1, “District”, a special school district created and existing under the laws of Minnesota, and CH Robinson, “Contractor” (collectively “parties”) to Purchase Cosmetically Imperfect Fruit at D-Ops Culinary and Wellness Services.

1 TERM OF CONTRACT

- 1.1 This Contract is effective on September 1, 2020 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 30, 2021, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2 Contractor understands that **NO WORK SHOULD BEGIN UNDER THIS CONTRACT** until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District’s Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor’s **OWN RISK** and as a volunteer.

2 SCOPE OF WORK

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

3 CONSIDERATION AND TERMS OF PAYMENT

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

3.1 *Total Obligation*

District's total obligation to Contractor/Vendor under this Contract, including compensation for goods, and/or services, and reimbursable expenses (if applicable), shall not exceed \$200,000.00. Contractor/Vendor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 *Frequency of Invoicing and Terms of Payment*

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable **Exhibit B**. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 *Taxes.*

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with

respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

4 INSPECTION OF GOODS & REJECTION

4.1 Buyer is entitled to inspect the Goods upon delivery. If the Goods are unacceptable for any reason, Buyer must reject them at the time of delivery up to ten (10) business days from the date of delivery. If Buyer has not rejected the Goods within ten (10) business days from the date of delivery, Buyer shall have waived any right to reject that specific delivery of Goods.

4.2 In the event Buyer rejects the Goods, Buyer shall allow Seller a reasonable time to cure the deficiency. A reasonable time period shall be determined by industry standards for the Goods, as well as the Seller and Buyer.

5 RISK OF LOSS

5.1 Risk of loss will be on the Seller until the time when the Buyer accepts delivery. Seller shall maintain any and all necessary insurance in order to insure the Goods against loss at Seller's own expense.

6 TITLE

6.1 Title to the Goods will remain with the Seller until Buyer accepts delivery.

7 FORCE MAJEURE

7.1 Non-delivery or default of this Agreement due to labor disputes, transportation shortage, delay or shortage of materials to produce the Goods, fires, accidents, Acts of God, or any other causes outside of Seller's control shall be notified to Buyer immediately upon realization that it will not be able to deliver the Goods as promised. Either Party may terminate this Agreement upon such notice.

8 GENERAL TERMS AND CONDITIONS

8.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

9 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

9.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

10 DATA PRIVACY

10.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

11 USE OF DISTRICT NAME OR LOGO

- 11.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

12 INDEPENDENT CONTRACTOR

- 12.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.
- 12.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

13 WORKER HEALTH, SAFETY AND TRAINING

- 13.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. Contractor shall comply with federal, state and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

14 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

- 14.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

15 INSURANCE

- 15.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than \$1,500,000 each claim and \$1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above \$1,000,000 per occurrence through umbrella or excess coverage.
- 15.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than \$1,500,000 each claim and \$1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured to the coverage.
- 15.3 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract, and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

16 INDEMNIFICATION

- 16.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

17 LIMITATION ON LIABILITY

- 17.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

18 CONFLICT OF INTEREST/CODE OF ETHICS

18.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

19 COMPLIANCE WITH LAWS AND DEBARMENT

19.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

20 TERMINATION

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

20.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

20.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contractor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District

is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

21 RETURN OF DATA

21.1 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

22 RECORDS MANAGEMENT AND MAINTENANCE

22.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

23 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1

Division: D-Ops Culinary & Wellness Services

Attn: Bertrand Weber

1250 W Broadway

Minneapolis, MN 55411

Email: Bertrand Weber



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

SRM: 4400000691

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CONTRACTOR

NAME: CH Robinson – Peter Ourada

Address: 14800 Charleston Road, Suite 700, Eden Prairie, MN 55347

Phone: 952-683-5637

Email: Emilynn.Henderson@chrobinson.com; peter.ourada@robinsonfresh.com

ACKNOWLEDGMENT

23.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to backup withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S. person for tax purposes or U.S. resident alien.

23.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

24 NON-WAIVER

24.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

25 ASSIGNMENT

25.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment, shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

26 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

26.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

27 WARRANTY

27.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

28 SEVERABILITY

28.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

29 SURVIVABILITY

29.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

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1250 West Broadway Ave. Minneapolis, MN 55411-2533
Phone: 612.668.0000
www.mpls.k12.mn.us
SRM: 4400000691

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SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Kim Ellison
(Printed)

Title: Board Chair

Date: _____

CONTRACTOR NAME

Signature: _____

Name:
(Printed)

Title:

Date: _____

EXHIBIT A: SCOPE OF WORK

Deliverables:

Purchase Cosmetically Imperfect Fruit

Service Outcome:

Purchase Cosmetically Imperfect Fruit

Method of Evaluation

Purchase Cosmetically Imperfect Fruit; checking quality and timeliness of delivery of product.

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Click or tap here to enter text.

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This contract by and between Gaggle.Net, Inc. (Gaggle) and Minneapolis Public School District - Minneapolis MN (Customer) for good and valuable consideration as set forth hereby agree and contract as follows:

1. Services Provided by Gaggle

Gaggle shall provide the Customer with services as outlined in quote number 55232 included as an appendix and incorporated herein for the duration of the contract term at a price guaranteed herein unless the service changes. In the event of change of services, the term of this agreement remains the same however pricing may vary. Gaggle will notify the Customer of any resulting changes in pricing prior to increase and service change.

2. Contract Term

Service Commencement Date: 2020-10-01

Service End Date: 2021-09-30

Contract End Date: 2023-09-30

3. Services and Payment

Gaggle shall provide services as outlined by the Quote (appendix). Full annual payment is due and payable upon receipt of invoice. Customer is responsible for any and all taxes associated with services. If Customer wishes to begin installation before the contract term start date, Customer may be required to pay a pro-rated cost for early started services. Gaggle will notify the Customer of any charges prior to the early commencement of services.

This agreement provides for fixed pricing over the term of contract. The parties recognize that that the number of accounts may vary over the term of the contract. No amendment to pricing shall take place unless the number of active accounts varies by more than 20% from the original contract numbers.

4. Incorporation by Reference

Upon the commencement of service; Gaggle’s applicable Quote, Invoice, Terms of Service (See Below), [Service Level Agreement](#), [Privacy Policy](#), [Student Data Privacy Notice](#), along with future engagements and renewals of service; are hereby acknowledged and incorporated by reference.

We respectfully require a signed contract on file before the start of any services.

Please sign and return this Contract for Services to our Director of Sales Operations, Jennie Eft, via e-mail jennie@gaggle.net or fax 309.665.0171.

Authorized Representative
of Gaggle

Date

Authorized Representative for
Minneapolis Public School District - Minneapolis MN

Date



Gaggle.Net, Inc.
 P.O. Box 1352, Bloomington, IL 61702-1352
 800-288-7750 Fax: 309-665-0171
 FEIN: 04-3602422

Gaggle Quote # 55232

Prepared for

Minneapolis Public School District - Minneapolis MN

Service Details

Service Description	Quantity	Unit Price	Line Item Total
Gaggle Safety Management for Google - Student	33,000.00	\$5.25	\$173,250.00
Gaggle Safety Management for Google - Hangouts	33,000.00	\$2.50	\$82,500.00
(GSM for Google Hangouts - \$16,500 in savings)			
SpeakUp for Safety - Google	33,000.00	\$0.00	\$0.00
(Safety Tipline at no cost - \$33,000 in savings)			
		Total*	\$255,750.00

Pricing Term: 12 Month Annual

Service Term: 2020-10-01 - 2021-09-30

Contract End Date: 2023-09-30

Valid Through: 10/15/2020

Additional Info: Discounted pricing locked through 2023. Option to renew annually.

*Does not include any applicable sales tax.

Gaggle Services Terms & Conditions

Last Updated: June 1, 2019

Please read the following Agreement carefully. This Agreement explains your rights and obligations as a user of “Services” provided by Gaggle.Net, Inc. (“Gaggle”). Gaggle Services include, but are not limited to, Archiving & Backup, Safe Communication Tools, Safety Management, SpeakUp for Safety Tipline, and School & District Websites. For a further Description of Services, please consult the Gaggle Service Level Agreement.

It may be necessary for us to update or revise parts of this Agreement or any feature of Gaggle Services without prior notice. If we make material changes to this Agreement, we will post the updated Agreement (with a notice that the Agreement has been updated) and notify Customers by email using the primary email address specified in their accounts.

1. Acceptance of Terms

The Terms & Conditions herein establish the understanding for Gaggle to provide Services to you (“Customer”). Compensation for the Services provided shall be at the rates and terms set forth in a Gaggle invoice, Customer contract or Subscription Agreement. By completing the registration process and providing Gaggle with current, complete, and accurate information, you are agreeing to be bound by these Terms & Conditions. If you choose not to agree with the changes, your only remedy would be to cancel Gaggle Services in accordance to Section 8.

2. Unauthorized Access, Password Protected and Secured Areas

Users of Gaggle Services shall be responsible for unauthorized access made through their usernames and passwords. For this reason, Gaggle recommends that users change their passwords periodically. Access to and use of current or future password protected or secured Services is restricted to authorized users only. You will be asked to provide accurate and current information on all registration forms for Gaggle Services. You are solely responsible for maintaining the confidentiality of any username and password that you choose or is chosen by someone on your behalf. You agree not to misuse or share your username or password, misrepresent your identity or your affiliation with an entity, impersonate any person or entity or misstate the origin of any materials that you are exposed to through Gaggle Services. If you violate your obligations under this section, you may be subject to criminal prosecution or civil damages. You agree to notify Gaggle and your applicable administrator immediately of any unauthorized use of your account or any other breach of security known to you.

3. Privacy and Security

Gaggle uses a variety of measures to protect the security and privacy of its users. Users should be aware, however, that Gaggle cannot guarantee security and confidentiality through its Services. Users should also be aware that the use of Gaggle Email and/or Email through third-party products such as those from Google Inc. and Microsoft Corporation is not private. Although Gaggle is not obligated to do so, it has the right to review and monitor your content and communications, including but not limited to fulfilling obligations set forth in your contract or Subscription Agreement, to backup or review messages to identify network problems, or to determine whether you comply with our Terms & Conditions. Gaggle, at its discretion, may choose to turn over or make available message content to appropriate personnel, the National Center for Missing and Exploited Children (“NCMEC”), and/or law enforcement agencies, if required.

For more information, please also refer to the Gaggle Privacy Policy and Gaggle Student Data Privacy Notice.

Contractor “Gaggle” agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

4. Confidentiality Policy

As used herein, "Confidential Information" shall mean the respective parties' proprietary information or material to which the other party may become aware of as a result of this Agreement, including but not limited to research data, methodologies, products, services, processes, formulas, technology, or other business information disclosed to one party by the other, either directly or indirectly, whether in writing, orally or otherwise, but not including any of the foregoing which was known to the receiving party at the time of disclosure from a source other than the disclosing party or any third party that owed a duty of confidentiality with respect to such information to the disclosing party or which has become publicly known and made generally available through no wrongful act or omission of the receiving party or of others who were under confidentiality obligations with respect thereto. Each party agrees that with respect to the Confidential Information of the other party, during the term of this Agreement and thereafter, such party: (a) shall at all times maintain the confidentiality of the Confidential Information, using the same degree of care that such party uses to protect its own confidential information of a like nature and, (b) shall not disclose the Confidential Information to any other individual, entity, or third party, except as permitted herein or as may be requested or required by (or as deemed advisable by counsel under) applicable law, rule, regulation, court order, legal process or governmental, judicial, regulatory or self-regulatory oversight.

5. Family Educational Rights and Privacy Act (FERPA)

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g; 34 CFR Part 99) is a federal law that protects the privacy of student education records. You are required to comply with FERPA and its applicable regulations. Gaggle shall not disclose any student's education records, personal identifiable information, or other related records monitored, maintained, and retained by Gaggle and/or other Services provided by Gaggle to any third party (other than your school organization) without prior authority. Gaggle shall maintain the privacy and confidentiality of all student education records and shall make available to your school organization the right to inspect and review the student education records upon request. Gaggle shall not disclose or transmit student education records or information to any unauthorized party without the prior consent of the student, guardian, and/or your school organization, or by court order, administrative order, or subpoena. Notwithstanding the foregoing, to protect your school or district against the risks involved in handling child pornography, Gaggle registers incidents containing pornographic videos and images of possible minors with the CyberTipline at the National Center for Missing and Exploited Children (“NCMEC”). It is NCMEC's mission to prevent the spread of child pornography, as well as to prevent the sexual exploitation of children. For more information, consult the Gaggle Student Data Privacy Notice.

6. Support

Gaggle maintains a case system to manage all Customer issues. Gaggle provides Customer Service between the hours of 7 a.m. and 6 p.m. CT, Monday through Friday. Customers can reach Gaggle by email (support@gaggle.net), telephone (800.288.7750), or by accessing a live chat feature within the Gaggle interface and on the Gaggle website. After hours support is provided through a monitored email account at support@gaggle.net.

Gaggle provides additional technical support twenty-four (24) hours per day, seven (7) days per week. Response time commitments are made based on the severity of the issue, ranging from six hours for critical issues, to twenty-four (24) hours for informational requests.

7. Assignment

Neither party may assign or transfer any part of this Agreement without the written consent of the other party, but only if: (a) the assignee agrees in writing to be bound by the terms of this Agreement, and (b) the assigning party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.

8. Term of Agreement.

This agreement commences with the start of Services and continues until otherwise terminated, by written agreement of the parties, in accordance with Section 10 or upon the expiration of the last Service Term or Renewal thereof.

9. Automatic Renewal of Services

Except as otherwise specified, Services shall automatically renew for successive one-year periods, unless and until terminated by either party in accordance herewith or unless either party provides written notice of non-renewal to the other party prior to the end of the then-current Services Term. Gaggle may increase pricing applicable to the renewal of any then-current Services Term by providing Customer with notice thereof, including by email, at least 30 days prior to the end of such term.

10. Termination

Customer may terminate the Services under this Agreement at the end of any contract by providing thirty (30) days written notice of the intent to terminate. Gaggle may also terminate or suspend Services if you breach the conditions of this Agreement, the Gaggle Service Level Agreement (SLA), your contract, or Subscription Agreement.

You can cancel your Services by sending your cancellation notice to Gaggle, PO Box 1352, Bloomington, IL 61702-1361, sending email to support@gaggle.net or by fax to 309-665-0171.

Gaggle can, at any time, modify or discontinue any of its Services without liability to any user or third party.

11. Limitation of Liability, Statute of Limitations

In no event shall Gaggle be liable with respect to Services (i) for any amount in the aggregate in excess of the fees paid by you; or (ii) for any indirect, incidental, punitive or consequential damages of any kind whatsoever. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you. You agree that regardless of any statute or law to the contrary, any claim or cause of action against Gaggle arising out of or related to use of Services or the terms of use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

You assume total responsibility for the use of Gaggle Services and use these Services at your own risk. Gaggle exercises no control over and has no responsibility whatsoever for actions taken on the Internet, and Gaggle expressly disclaims any responsibility for such actions. You acknowledge to Gaggle, and for Gaggle's benefit and the benefit of its directors, employees, licensors, and agents, that the Services may contain bugs and are not designed or intended for use in mission-critical environments requiring fail-safe performance.

12. Message Storage, Content Storage, and Other Limitations

The amount of email storage space and content storage space is limited for each user depending upon your contract or Subscription Agreement. Gaggle is not responsible or liable for the deletion of messages or other information.

13. Communications

Except for any disclosure by you for technical support purposes, or as specified in the Gaggle Privacy Policy, all communications from you will be considered non-confidential and nonproprietary. You agree that any and all comments, information, feedback and ideas that you communicate to Gaggle will be deemed, at the time of the communication, the property of Gaggle, and Gaggle shall be entitled to full rights of ownership including, without limitation, unrestricted right to delete, use or disclose such communication in any form, medium or technology now known or later developed, and for any purpose, commercial or otherwise, without compensation to you. You are solely responsible for the content of your communications and their legality under all laws and regulations. You agree not to use Gaggle Services to distribute, link to, or solicit content that is defamatory, harassing, unlawful, libelous, harmful to minors, threatening, obscene, false, misleading, or infringing a third-party intellectual property or privacy rights.

14. Miscellaneous

Gaggle provides Services to your organization to assist it in the protection of your students and your organization. Gaggle shall undertake every commercially reasonable effort to update its Services to maximize detection of unsafe, graphic, and/or obscene communications. Gaggle does not warrant, represent, and/or guaranty that all unsafe communications can or will be detected while monitoring your student communications or website content.

Gaggle shall not be responsible for contacting, notifying or alerting any governmental agency or bureau including, but not limited to, child protective services agencies, with jurisdiction over your organization (Customer) for which notification has been provided to Customer. Your organization is responsible for reviewing all Gaggle communications, and to take all reasonable and precautionary actions required by your organization to protect the interests of students including, but not limited to, notifying applicable governmental agencies and/or bureaus, such as child protection services pursuant to the Family Educational Rights and Privacy Act (FERPA) and other applicable laws and regulations.

15. Notices

Unless specified otherwise herein: (a) all notices must be in writing and addressed to the attention of the other party's legal department and primary point of contact; and (b) notice will be deemed given: (i) when verified by written receipt if sent by personal courier, overnight courier or when received if sent by mail without verification of receipt; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or email.

16. Indemnity

You agree to indemnify, defend and hold Gaggle and its respective officers, directors, shareholders, employees, agents, representatives, successors and assigns (collectively, the "Gaggle Indemnified Persons") harmless from and against any and all third-party claims, liabilities, damages, losses or expenses (including reasonable attorney's fees and costs) arising out of, based on or in connection with, your access and/or use of Gaggle Services.

17. Taxes

All fees set forth in this Agreement and any invoices shall include all taxes except such "Transaction Taxes" which Gaggle is required by law to invoice and collect from Customer. Transaction Taxes, if any, will be separately stated on the invoice and will be paid by Customer to Gaggle unless Customer provides an exemption certificate to Gaggle or the transaction is statutorily exempt from Transaction Taxes.

Gaggle shall be solely responsible for the timely remittance of all Transaction Taxes to the applicable Governmental Authority, and Gaggle shall pay (without reimbursement by Customer), and shall hold Customer harmless against, any penalties, interest or additional taxes that may be levied or assessed as a result of the failure to invoice or delay of Gaggle to pay any such taxes. "Transaction Taxes" means sales and use taxes, value-added taxes, goods and services taxes, gross receipts taxes and excise taxes, and excludes any tax on income, real or personal property taxes, or payroll taxes.

18. Trademarks

The trademarks, service marks, logos, slogans and product designations of Gaggle ("Trademarks") are the property of Gaggle.Net, Inc., and/or their respective owners. You have no right to use any such Trademarks, and nothing contained in Gaggle Services grants any right to use (by license, implication, waiver, estoppel or otherwise) any Trademarks without the prior written permission of Gaggle or the respective owner.

19. Acknowledgment of Ownership Rights and Disclosure of Deliverables

Gaggle does not convey any ownership in and Gaggle will own in perpetuity all right, title and interest, worldwide, in and to: (i) any intellectual property or related rights owned or licensed by Gaggle and used in the performance of Gaggle's service hereunder, including Gaggle's Confidential Information, and (ii) the frameworks, methodologies, processes, inventions, analytical tools and industry data and insights that may be used or developed by Gaggle in the performance of Gaggle's services hereunder along with any and all intellectual property rights in connection with the foregoing (the "Gaggle IP").

20. Choice of Law

This Agreement is made in and shall be interpreted and governed in all respects in accordance with the laws of the State of Minnesota without giving effect to any choice of law or conflict of law rules or provisions.

21. Violations

Please report any violations of these Terms & Conditions to Gaggle's Customer Service department at (800) 288-7750, via email at support@gaggle.net, or fax to 309-665-0171.

22. General Questions

If you have any questions regarding the Terms & Conditions, please contact Gaggle's Customer Service department at (800) 288-7750, via email support@gaggle.net, or fax to 309-665-0171.



MINNEAPOLIS
PUBLIC SCHOOLS

Urban Education. Global Citizens.

CONTRACT FOR GOODS – above \$50,000

This Contract is entered into between Special School District No. 1, “District”, a special school district created and existing under the laws of Minnesota, and **H Brooks and Company**, “Contractor” (collectively “parties”) to provide **Produce** at **D-Ops Culinary and Wellness Services**.

1 TERM OF CONTRACT

- 1.1 This Contract is effective on **July 1, 2020** or the date of the last signature of the parties, whichever is later, and shall remain in effect until **June 30, 2021**, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2 Contractor understands that **NO WORK SHOULD BEGIN UNDER THIS CONTRACT** until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District’s Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor’s OWN RISK and as a volunteer.

2 SCOPE OF WORK

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

3 CONSIDERATION AND TERMS OF PAYMENT

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

3.1 *Total Obligation*

District's total obligation to Contractor/Vendor under this Contract, including compensation for goods, and/or services, and reimbursable expenses (if applicable), shall not exceed **\$800,000.00**. Contractor/Vendor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 *Frequency of Invoicing and Terms of Payment*

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable **Exhibit B**. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 *Taxes.*

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with

respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

4 INSPECTION OF GOODS & REJECTION

4.1 Buyer is entitled to inspect the Goods upon delivery. If the Goods are unacceptable for any reason, Buyer must reject them at the time of delivery up to ten (10) business days from the date of delivery. If Buyer has not rejected the Goods within ten (10) business days from the date of delivery, Buyer shall have waived any right to reject that specific delivery of Goods.

4.2 In the event Buyer rejects the Goods, Buyer shall allow Seller a reasonable time to cure the deficiency. A reasonable time period shall be determined by industry standards for the Goods, as well as the Seller and Buyer.

5 RISK OF LOSS

5.1 Risk of loss will be on the Seller until the time when the Buyer accepts delivery. Seller shall maintain any and all necessary insurance in order to insure the Goods against loss at Seller's own expense.

6 TITLE

6.1 Title to the Goods will remain with the Seller until Buyer accepts delivery.

7 FORCE MAJEURE

7.1 Non-delivery or default of this Agreement due to labor disputes, transportation shortage, delay or shortage of materials to produce the Goods, fires, accidents, Acts of God, or any other causes outside of Seller's control shall be notified to Buyer immediately upon realization that it will not be able to deliver the Goods as promised. Either Party may terminate this Agreement upon such notice.

8 GENERAL TERMS AND CONDITIONS

8.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

9 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

9.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

10 DATA PRIVACY

10.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

11 USE OF DISTRICT NAME OR LOGO

- 11.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

12 INDEPENDENT CONTRACTOR

- 12.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

- 12.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

13 WORKER HEALTH, SAFETY AND TRAINING

- 13.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. Contractor shall comply with federal, state and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

14 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

- 14.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

15 INSURANCE

- 15.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than \$1,500,000 each claim and \$1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above \$1,000,000 per occurrence through umbrella or excess coverage.
- 15.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than \$1,500,000 each claim and \$1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured to the coverage.
- 15.3 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract, and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

16 INDEMNIFICATION

- 16.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

17 LIMITATION ON LIABILITY

- 17.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

18 CONFLICT OF INTEREST/CODE OF ETHICS

18.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

19 COMPLIANCE WITH LAWS AND DEBARMENT

19.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

20 TERMINATION

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

20.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

20.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contractor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District

is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

21 RETURN OF DATA

21.1 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

22 RECORDS MANAGEMENT AND MAINTENANCE

22.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

23 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1

Division: D-Ops Culinary & Wellness Services

Attn: Bertrand Weber

1250 W Broadway

Minneapolis, MN 55411

Email: Bertrand Weber



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

SRM: 44xxxxxx

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CONTRACTOR

NAME: H Brooks and Company – Sue Krieger
Address: 600 Lakeview Point Dr., New Brighton, MN 55112
Phone: 651-746-2143
Email: Sue.Krieger@hbrooks.com

ACKNOWLEDGMENT

23.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to backup withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S. person for tax purposes or U.S. resident alien.

23.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

24 NON-WAIVER

24.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

25 ASSIGNMENT

25.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment, shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

26 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

26.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

27 WARRANTY

27.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

28 SEVERABILITY

28.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

29 SURVIVABILITY

29.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

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1250 West Broadway Ave. Minneapolis, MN 55411-2533
Phone: 612.668.0000
www.mpls.k12.mn.us
SRM: 44xxxxxx

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SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: **Click or tap here to enter text.**
(Printed)

Title: **Click or tap here to enter text.**

Date: _____

CONTRACTOR NAME

Signature: _____

Name: **Click or tap here to enter text.**
(Printed)

Title: **Click or tap here to enter text.**

Date: _____



EXHIBIT A: SCOPE OF WORK

Deliverables:

Provide Produce for School Year

Service Outcome:

Provide Produce for School Year

Method of Evaluation

Provide quality Produce, in a timely manner.

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

[Click or tap here to enter text.](#)

[The remainder of this page intentionally left blank.]



MINNEAPOLIS
PUBLIC SCHOOLS

Urban Education. Global Citizens.

CONTRACT FOR GOODS – above \$50,000

This Contract is entered into between Special School District No. 1, “District”, a special school district created and existing under the laws of Minnesota, and **Indianhead Foodservice Dist., Inc.**, “Contractor” (collectively “parties”) to provide **Food and NonFood Prime Vendor at D-Ops Culinary and Wellness Services.**

1 TERM OF CONTRACT

- 1.1 This Contract is effective on **July 1, 2020** or the date of the last signature of the parties, whichever is later, and shall remain in effect until **June 30, 2021**, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2 Contractor understands that **NO WORK SHOULD BEGIN UNDER THIS CONTRACT** until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District’s Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor’s OWN RISK and as a volunteer.

2 SCOPE OF WORK

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

3 CONSIDERATION AND TERMS OF PAYMENT

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

3.1 *Total Obligation*

District's total obligation to Contractor/Vendor under this Contract, including compensation for goods, and/or services, and reimbursable expenses (if applicable), shall not exceed **\$3,500,000.00**. Contractor/Vendor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 *Frequency of Invoicing and Terms of Payment*

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable **Exhibit B**. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 *Taxes.*

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with

respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

4 INSPECTION OF GOODS & REJECTION

4.1 Buyer is entitled to inspect the Goods upon delivery. If the Goods are unacceptable for any reason, Buyer must reject them at the time of delivery up to ten (10) business days from the date of delivery. If Buyer has not rejected the Goods within ten (10) business days from the date of delivery, Buyer shall have waived any right to reject that specific delivery of Goods.

4.2 In the event Buyer rejects the Goods, Buyer shall allow Seller a reasonable time to cure the deficiency. A reasonable time period shall be determined by industry standards for the Goods, as well as the Seller and Buyer.

5 RISK OF LOSS

5.1 Risk of loss will be on the Seller until the time when the Buyer accepts delivery. Seller shall maintain any and all necessary insurance in order to insure the Goods against loss at Seller's own expense.

6 TITLE

6.1 Title to the Goods will remain with the Seller until Buyer accepts delivery.

7 FORCE MAJEURE

7.1 Non-delivery or default of this Agreement due to labor disputes, transportation shortage, delay or shortage of materials to produce the Goods, fires, accidents, Acts of God, or any other causes outside of Seller's control shall be notified to Buyer immediately upon realization that it will not be able to deliver the Goods as promised. Either Party may terminate this Agreement upon such notice.

8 GENERAL TERMS AND CONDITIONS

8.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

9 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

9.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

10 DATA PRIVACY

10.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

11 USE OF DISTRICT NAME OR LOGO

- 11.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

12 INDEPENDENT CONTRACTOR

- 12.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.
- 12.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

13 WORKER HEALTH, SAFETY AND TRAINING

- 13.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. Contractor shall comply with federal, state and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

14 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

- 14.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

15 INSURANCE

- 15.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than \$1,500,000 each claim and \$1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above \$1,000,000 per occurrence through umbrella or excess coverage.
- 15.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than \$1,500,000 each claim and \$1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured to the coverage.
- 15.3 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract, and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

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- 16.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

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is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

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Special School District No. 1

Division: D-Ops Culinary & Wellness Services

Attn: Bertrand Weber

1250 W Broadway

Minneapolis, MN 55411

Email: Bertrand Weber



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

SRM: 44xxxxxx

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CONTRACTOR

NAME: Indianhead Foodservice Distribution, Inc. – Christine Beilke / JKacvinsky

Address: [Click or tap here to enter text.](#)

Phone: 715-834-2777 x157

Email: cbeilke@callifd.com

ACKNOWLEDGMENT

23.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to backup withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S. person for tax purposes or U.S. resident alien.

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26.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

27 WARRANTY

27.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

28 SEVERABILITY

28.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

29 SURVIVABILITY

29.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

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1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

SRM: 44xxxxxx

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SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: **Click or tap here to enter text.**
(Printed)

Title: **Click or tap here to enter text.**

Date: _____

CONTRACTOR NAME

Signature: _____

Name: **Click or tap here to enter text.**
(Printed)

Title: **Click or tap here to enter text.**

Date: _____



1250 West Broadway Ave. Minneapolis, MN 55411-2533
Phone: 612.668.0000
www.mpls.k12.mn.us
SRM: 44xxxxxx

EXHIBIT A: SCOPE OF WORK

Deliverables:

Food and Non-Food Prime Vendor

Service Outcome:

Food and Non-Food items delivered in a timely manner.

Method of Evaluation

Food and Non-Food items delivered in a timely manner.

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

[Click or tap here to enter text.](#)

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AIA[®] Document G801™ – 2017

Notice of Additional Services

PROJECT: *(name and address)*
Loring School Improvements
2600 North 44th Avenue
Minneapolis, MN 55413

AGREEMENT INFORMATION:
Date: July 27, 2020

NOTICE INFORMATION:
Notice Number:
Date:

OWNER: *(name and address)*
Minneapolis Public Schools
Special School District #1
1250 West Broadway Avenue
Minneapolis, MN 55414

ARCHITECT: *(name and address)*
LHB, Inc.

701 North Washington Avenue
Minneapolis, MN 55401

Select as appropriate:

ADDITIONAL SERVICES THAT REQUIRE THE OWNER'S WRITTEN AUTHORIZATION TO PROCEED
(Refer to the Owner-Architect Agreement for a list of Additional Services that require the Owner's written authorization to proceed.)

The Architect hereby notifies the Owner of the need, and requests the Owner's authorization, to perform the following Additional Services:
(Describe the proposed Additional Services and explain the facts and circumstances giving rise to their need.)
Additional scope to design, assist in bidding, and perform construction administration duties for new scope to the Work.

Compensation Adjustment:
\$23,200

Schedule Adjustment:
additional scope will have a new schedule with anticipated final completion prior to 12/31/2020

ADDITIONAL SERVICES TO AVOID DELAY IN CONSTRUCTION
(Refer to the Owner-Architect Agreement for a list of Additional Services that the Architect may provide to avoid delay in Construction.)

The Architect hereby notifies the Owner of the need to perform the following Additional Services:
(Describe the Additional Services and explain the facts and circumstances giving rise to their need.)

Compensation Adjustment:

Schedule Adjustment:

Note: The Architect may have already begun to provide these services to avoid delay in the Construction Phase of the Project. If the Owner determines that all or parts of these services are not required and elects to discontinue these services, the Owner must promptly notify the Architect and compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

ISSUED BY THE ARCHITECT:

LHB, Inc.

ARCHITECT *(Firm name)*

OWNER'S AUTHORIZATION, IF REQUIRED:

Minneapolis Public Schools
Special School District #1

OWNER *(Firm name)*



SIGNATURE

Richard A. Carter, FAIA - CEO

PRINTED NAME AND TITLE

July 28, 2020

DATE

SIGNATURE

PRINTED NAME AND TITLE

DATE





**PERFORMANCE
DRIVEN DESIGN.**
LHBcorp.com

July 23, 2020

Laurie McGinley, AIA
Project Manager
Capital Planning, Construction, and Maintenance
Minneapolis Public Schools
1250 West Broadway Avenue
Minneapolis, MN 55411

**PROPOSAL FOR ADDITIONAL SERVICES
FY18 LORING ELEMENTARY SCHOOL IMPROVEMENTS AND RENEWAL
ATTIC SEALING; MPRB DOOR AND FRAME REPLACEMENT; TRASH ENCLOSURE GATE REDESIGN**

In the course of work on the 2018 Loring addition and improvements project, we have identified three areas that require us to perform additional services outside our original scope. One, an existing condition needing correction was identified in the attic. With the removal of steam lines in the attic as part of the improvements, the air within the attic is untempered, and openings in the exterior wall and the attic floor allow that untempered air to enter the building. Two, exterior doors at the MPRB were improperly installed and that work was rejected. The doors and frames are to be removed and replaced with new, properly installed ones. Three, the hinges of the new trash enclosure gate have failed; that trash enclosure was drawn to designs provided by MPS and must be redesigned.

SCOPE OF SERVICES

As requested, LHB has developed a scope and fee to assist the District in sealing existing openings in the attic at Loring Elementary and in replacing improperly installed doors at the Minneapolis Park Board (MPRB) rooms. The scope includes the following:

- Investigate and identify openings that allow flow of unconditioned air into and through the attic
- Design for new brick infill at exterior walls and infill of openings between the attic and the level below
- Direct the removal of five (5) MPRB doors and frames and provide details for correct installation of replacements
- Redesign of the trash enclosure gate to reduce loads on hinges
- Up to three (3) design meetings with the District
- Structural Engineering associated with the attic floor infill/patching
- Assistance with bidding
- Construction Administration during construction (up to four (4) site visits)

SCHEDULE

We anticipate that design will take place July 2020 and bidding in August 2020. Construction will be during September 2020.

PROPOSED FEE

Our proposed fee for the above scope of work is \$23,200.00, including reimbursable expenses. This does not include permit fees.

TERMS AND CONDITIONS

Upon your approval of this proposal, LHB will prepare an agreement consistent with the terms and conditions of our standard agreement form.

We appreciate the opportunity to continue our work with MPS and look forward to this project.

Please contact Jonathan Pettigrew at 651-645-1944 if you have any questions.

Thank you for your consideration.

LHB, INC.



RICK CARTER, AIA
CHIEF EXECUTIVE OFFICER



JONATHAN PETTIGREW, AIA
ARCHITECT

c: Phil Waugh
LHB File No. 180012.00



AIA®

Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> Jefferson Community School Renovation 1200 West 26 th Street Minneapolis, MN 55405	CONTRACT INFORMATION: Contract For: General Construction Date: November 14, 2017	CHANGE ORDER INFORMATION: Change Order Number: FINAL Date: July 30, 2020
OWNER: <i>(Name and address)</i> \ Minneapolis Public Schools Special School District No. 1 1250 West Broadway Ave. Minneapolis, MN 55411	ARCHITECT: <i>(Name and address)</i> LEO A DALY 730 Second Avenue South Suite 1300 Minneapolis, MN 55402	CONTRACTOR: <i>(Name and address)</i> Morcon Construction 5151 Industrial Blvd. N.E. Fridley, MN 55421

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

This Change Order provides Owner credits for the following items:

ASI #04 Additional Wire Per CR 59 REV	\$8,130.76
---------------------------------------	------------

The original Contract Sum was	\$ 14,669,000.00
The net change by previously authorized Change Orders	\$ 1,473,995.90
The Contract Sum prior to this Change Order was	\$ 16,142,995.90
The Contract Sum will be increased by this Change Order in the amount of	\$ 8,130.76
The new Contract Sum including this Change Order will be	\$ 16,151,126.66

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

LEO A DALY	Morcon Construction	Minneapolis Public Schools Special School District No. 1
ARCHITECT <i>(Firm name)</i>	CONTRACTOR <i>(Firm name)</i>	OWNER <i>(Firm name)</i>
		
SIGNATURE	SIGNATURE	SIGNATURE
Michael Bjornberg, Senior Project Manager	Bill Brass Project Manager	
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
July 30, 2020	8/11/2020	
DATE	DATE	DATE

AGREEMENT
Special School District No. 1 and RONALD MCDONALD HOUSE
2020-2023

This Agreement is made by and between the Board of Education of Special School District No. 1, Minneapolis Public Schools, ("District"), and RONALD MCDONALD HOUSE; operating a nonpublic, nonsectarian program; organized as a non-profit corporation under the Laws of the State of Minnesota; and doing business at RONALD MCDONALD HOUSE Alternative Program at RONALD MCDONALD HOUSE, located at 621 Oak Street SE, Minneapolis, MN 55414.

I. GENERAL PROVISIONS

A. Purpose

The purpose of this Agreement is for RONALD MCDONALD HOUSE to provide educational services on behalf of the District, at RONALD MCDONALD HOUSE for District Students who are eligible to receive educational services in an alternative setting under the authority of Minn. Stat. § 124D.68. This agreement includes providing educational options for students who have been expelled or excluded from District schools. This agreement shall terminate if funding for this alternative program ceases or changes pursuant to Minnesota or federal law.

B. Compliance with Laws

RONALD MCDONALD HOUSE shall comply with all applicable Minnesota and federal laws and regulations including but not limited to: the Minnesota Pupil Fair Dismissal Act, (PFDA) Minn. Stat. § 121A.40 - .56; the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. Ch. 33; Minnesota laws applicable to students with special needs, Minn. Stat. Ch. 125A; the Maltreatment of Minors Reporting Act, Minn. Stat. § 626.556; Section 504, 29 U.S.C. § 794; the Family Education Rights and Privacy Act, (FERPA), 20 U.S.C. § 1232g; and the Minnesota Government Data Practices Act, (MGDPA) Minn. Stat. Ch. 13.

C. District Students

RONALD MCDONALD HOUSE shall accept for enrollment eligible students at RONALD MCDONALD HOUSE. An eligible student is a District student who meets the definition of eligible student in Minn. Stat. § 124D.68, as amended.

D. Enrollment/Exit Procedures

1. RONALD MCDONALD HOUSE shall follow the enrollment process as described in Exhibit 1.
2. RONALD MCDONALD HOUSE may not impose any admission requirements in addition to or beyond eligibility requirements in MN Stat. 124D.68 subd. 2
3. RONALD MCDONALD HOUSE shall provide the District with information on a weekly basis regarding openings for students including but not limited to information about the grade level and type of each opening if applicable.
4. RONALD MCDONALD HOUSE will accept students referred to them by the District for students in need of placement even if doing so puts them over their capped enrollment yet does not compromise program performance, as determined by the Director of Contract Alternatives. RONALD MCDONALD HOUSE will be paid for the ADMs generated.
5. RONALD MCDONALD HOUSE may not exit students prior to meeting with a student and their parent/guardian for all students under the age of 18.

6. RONALD MCDONALD HOUSE must follow MN Stat. 126.05 subd. 8 and withdraw any student who has been absent from school for fifteen (15) consecutive school days during the regular school year or for five (5) consecutive school days during summer school or intersession classes of flexible school year programs without receiving instruction in the home or hospital.
7. RONALD MCDONALD HOUSE must follow all District procedures for implementing Homebound Instructional Services and will consult with the Contract Alternative Program Special Education District Program Facilitator (DPF), School Social Worker or School Nurse and/or Contract Alternative Director prior to initiating.
8. Determination as to whether or not student conduct warrants an administrative transfer or expulsion will be made by the MPS Expulsion and Transfer Office (ETO), in consultation with the Director of Contract Alternative Programs.
9. All student data will be maintained and updated by the District and available to RONALD MCDONALD HOUSE upon request, and as allowed by law. This includes access to student information systems maintained by the district.

II. CONTRACT

A. Duration

The term of this Agreement shall commence on the date following execution by the District and will continue in effect until June 30, 2023 unless terminated by law or according to the provisions herein. As a Learning Year Program, this contract encompasses academic programming during the traditional school year, before and after-school credit recovery and summer school.

B. Renewal

Terms for renewal are based on successful performance and evaluation of the Academic Accountability Measures and will be granted for up to three (3) years based on information and data collected using a site visit protocol and performance metrics as described in Exhibit 9.

III. RONALD MCDONALD HOUSE RESPONSIBILITIES

A. Student Learning and Academic Measurement Standards

1. RONALD MCDONALD HOUSE must provide programming that will allow students to fulfill state and district mandated graduation requirements which include:
 - a. A minimum of twenty-one-and-a-half (21.5) year-long credits in the required MPS academic areas for all graduates (a "year-long-credit" is the equivalent of the successful completion of an academic year of study or student mastery of applicable state standards.) as listed in Exhibit 2
 - b. Meet yearly milestones as required by the My Life Plan, unless and until the curriculum is no longer used in the District. ("My Life Plan" is the career and college exploration and decision assisting curriculum framework used by the District.)
 - c. Participate in all mandated state testing and local assessments that are part of either the State of Minnesota or District accountability model, in accordance with Minnesota and District standards.
2. RONALD MCDONALD HOUSE shall develop a Continual Learning Plan (CLP) for each student within one month of enrollment. The plan must address any areas of needed growth, specific goals, objectives and a timeline to achieve them, as well as methods of evaluation. The CLP shall meet the requirements of

Minnesota Statutes, section 124D.128, Subdivision 3. The CLP must be reviewed quarterly and meet the criteria listed in Exhibit 3.

3. RONALD MCDONALD HOUSE shall comply with the following provisions regarding testing and assessment:
 - a. require District students to participate in mandatory state testing.
 - b. require District students in grades 9 and 10 to participate in the NWEA MAP testing in the Fall and Spring.
 - c. require District students in grades 11 to participate in ACT testing.
 - d. provide opportunities for students in grades 11 and 12 to participate in ACCUPLACER testing.
 - e. have a test coordinator from RONALD MCDONALD HOUSE attend all required District meetings.
 4. RONALD MCDONALD HOUSE shall meet the requirements of Minn. Stat. § 124D.68, all applicable federal and Minnesota state education laws, federal regulations and the Rules of the Minnesota Department of Education.
 5. RONALD MCDONALD HOUSE shall provide a learning setting that complies with state of Minnesota education health and safety standards and that is conducive to learning.
 6. RONALD MCDONALD HOUSE shall provide a minimum of six-hour educational day exclusive of a lunch period or shall provide as appropriate 1020 educational hours per school year.
 7. RONALD MCDONALD HOUSE shall meet the Accountability Plan measures as outlined in Exhibit 9.
 8. RONALD MCDONALD HOUSE shall have a written grievance policy for students and ensure that students are aware of this policy and will have clear guidelines for graduation and shall share this information with guardians and students.
 9. RONALD MCDONALD HOUSE shall set up a communication system with parents designed to ensure that parents are aware of its policies and procedures.
 10. RONALD MCDONALD HOUSE shall utilize MPS accountability systems for maintaining accuracy in reporting for both Title I documentation and School Improvement Planning goals and measures
 11. RONALD MCDONALD HOUSE will follow all Mandated Procedures as outlined in Exhibit 10
- B. Special Education and Section 504 Services and Standards
1. For any prospective student with an IEP (individual education plan), RONALD MCDONALD HOUSE must review the IEP with the Contract Alternative Program Special Education District Program Facilitator prior to enrolling the student to determine the appropriateness of the placement.
 2. For any student with an IEP, RONALD MCDONALD HOUSE shall provide appropriate space for District to provide special education and related services required by the IEP. This includes adequate classroom space for instruction, confidential meeting space with access to a phone to conduct IEP meetings, access to a secure printer and a filing cabinet with a lock for confidential documents.
 3. RONALD MCDONALD HOUSE shall require classroom teachers to implement the provisions of the IEPs and ISPs (individual accommodations and adaptations, as

well as all requirements of student Behavior Intervention Plans), that require classroom modifications, as required by law.

4. Students receiving special education services may not be exited or transferred from a Contract Alternative program without a full IEP team meeting, including District administrative representation.
5. RONALD MCDONALD HOUSE shall follow all special education and 504 standards as listed in Exhibit 4.

C. Employment Standards for Staff

1. RONALD MCDONALD HOUSE shall employ as instructional staff only such persons as are properly licensed by the State of Minnesota appropriate to the level of instructional services provided. RONALD MCDONALD HOUSE shall have a copy of each teacher's license on file. RONALD MCDONALD HOUSE may employ such other staff as may be needed. RONALD MCDONALD HOUSE will follow MDE guidelines for highly qualified staff, and any other applicable laws and regulations.
2. RONALD MCDONALD HOUSE will submit to Minneapolis Public Schools staffing information for any innovative program waivers and out of field permission requested for staff at RONALD MCDONALD HOUSE.
3. RONALD MCDONALD HOUSE shall implement background checks on all new employees in accordance with Minnesota law and will report the results of background checks to the CAP office within two weeks of the time the employee begins to work for RONALD MCDONALD HOUSE. Employees required to undergo background checks include, but are not limited to:
 - a. Teachers and teaching assistants;
 - b. Administrators and business office personnel;
 - c. Custodians and clerical staff;
 - d. Transportation providers under contract with RONALD MCDONALD HOUSE or a member school;
 - e. Childcare providers at RONALD MCDONALD HOUSE.
4. When offering employment to a licensed teacher, RONALD MCDONALD HOUSE shall contact the Board of Teaching to determine whether there has been any disciplinary action against a teacher based on a board determination that sexual misconduct or attempted sexual misconduct occurred between the teacher and a student.
5. RONALD MCDONALD HOUSE shall require RONALD MCDONALD HOUSE staff to participate in staff development sessions regarding mandated reporting, ethics and other Districted and/or State mandated training as well as appropriate implementation of special education services and 504 Plan services.
6. RONALD MCDONALD HOUSE staff shall be able to attend any District-sponsored staff development at the same cost and basis as a District employee and be provided with appropriate documentation of such staff development.

D. Record and Reporting Requirements

1. Report on Student Attendance
 - a. RONALD MCDONALD HOUSE shall report accurate student attendance for each day programs are in session using a format and reporting schedule prescribed by the District.
2. Annual Student Achievement, Improvement, Organization Reports

- a. RONALD MCDONALD HOUSE shall provide the District with an Annual Report for each school year on or before November 15th of each year for the previous school year. The Annual Report shall contain at least the items listed in Exhibit 5. Liability and Property Insurance Certificates shall be sent to the District with the Annual Report.
3. Financial Reporting
 - a. RONALD MCDONALD HOUSE will receive a yearly Memorandum of Agreement (MOA) from the District that outlines Revenues and Expenditures for the upcoming year. This MOA will include projected ADMs, Compensatory and Title I funds.
 - b. RONALD MCDONALD HOUSE will submit a budget for the coming school year by August 15th that will address all expenditures taken from dollars passed through by the District each year this contract is in effect.
 - c. If the District has been informed by the State, RONALD MCDONALD HOUSE auditor, RONALD MCDONALD HOUSE creditor, through its own investigation, or by another manner that RONALD MCDONALD HOUSE or one of its affiliates is more than 60 days in arrears for its payments to creditors, District may request and RONALD MCDONALD HOUSE shall submit to the District a listing of all creditors for whom there is an outstanding liability.
 - d. No administrative oversight fees may be taken from compensatory dollars or Title dollars.
 - e. Title I funds will be reimbursed following the process set forth in Exhibit 8.
 - f. RONALD MCDONALD HOUSE shall provide the District with access to all payroll records regardless of whether RONALD MCDONALD HOUSE uses an external payroll service, within a reasonable time period.
4. Records Management and Retention
 - a. RONALD MCDONALD HOUSE shall retain any and all books, documents, papers, financial records and other records related to the services RONALD MCDONALD HOUSE provides to the District for a period of six years after the year in which RONALD MCDONALD HOUSE provides the service. RONALD MCDONALD HOUSE agrees that the District or its duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary with reasonable notice, shall have access to and the right to the records that are pertinent to and involve transactions relating to this Agreement. This requirement applies to all records including records of grants or other revenue received from the City of Minneapolis, Hennepin County, the State of Minnesota, the federal government and other public or private sources for the services rendered under the Agreement.
 - b. Upon termination of the contractual relationship between RONALD MCDONALD HOUSE and the District, RONALD MCDONALD HOUSE agrees to immediately turn over to the District any and all documents, papers, finance records and other student records related to services provided.
- E. Other Legal Requirements
 1. Nondiscrimination
 - a. RONALD MCDONALD HOUSE shall abide by state and federal laws prohibiting discrimination in education and employment. RONALD MCDONALD HOUSE

shall provide to the District all information and reports about RONALD MCDONALD HOUSE nondiscrimination policies when required by the District to do so.

2. Facilities Occupancy Certificate
 - a. RONALD MCDONALD HOUSE shall maintain a current "Facilities Occupancy Certificate" issued by the City of Minneapolis.
3. RONALD MCDONALD HOUSE shall notify the District of any proposed or actual significant changes in RONALD MCDONALD HOUSE policies or staff.

IV. DISTRICT RESPONSIBILITIES

A. Financial Auditing

1. A District audit will be conducted annually to review finances related to public school funds being used to support the program

B. Provisions of Special Education Instruction and Related Services

1. The District, using District employees, shall provide direct and indirect special education and related services to those students determined to be eligible for such services consistent with their IEP's.

C. Monitoring and Support Services

1. The District shall monitor RONALD MCDONALD HOUSE performance of its obligations under this Agreement.

D. Payment

1. The District shall pay RONALD MCDONALD HOUSE as outlined in Section V herein. This amount shall be net of any fees.
2. Payments will be divided over ten months, September through June of each contract year.

E. Transportation

1. The District will provide transportation or transportation dollars to students who live in the Minneapolis District and who qualify for such services.

F. Staff Development

1. The District will hold a beginning-of-the-year required kick-off session and end-of-year wrap up session for all CAP schools.
2. The District will provide two full-day staff development opportunities for all RONALD MCDONALD HOUSE staff.
3. The District will provide an annual information session for RONALD MCDONALD HOUSE staff around Title 1 reporting, SIP completion, 504 Plans, PSWE and Family Engagement.

V. FINANCIAL SUPPORT FOR CONTRACT RONALD MCDONALD HOUSE

- A. District shall pay RONALD MCDONALD HOUSE pursuant to Minnesota Statutes § 124D.69. District shall make payment only upon average daily membership documentation submitted by RONALD MCDONALD HOUSE in such form as deemed satisfactory by District. District may begin the reconciliation process with an adjustment to the monthly payments starting in April of each contract year, if necessary to reconcile the total amount paid to RONALD MCDONALD HOUSE with the total amount due based on actual enrollment. District shall provide funding only if RONALD MCDONALD HOUSE has complied with the terms of this Agreement and any reasonable requests of District. Final ADM counts provided by the State will be used to determine final payments. The payment will be net of any charges for services provided by the District.

VI. CONTRACTING WITH OTHER ENTITIES

- A. RONALD MCDONALD HOUSE shall neither enter into subcontracts for performance of any of the purchased services contemplated under this Agreement nor assign this Agreement, without prior written approval of the District and subject to such conditions and provisions as the District may deem necessary. RONALD MCDONALD HOUSE shall be responsible for the performance and liability of all subcontractors.
- B. In the event RONALD MCDONALD HOUSE enters into a contract with another school district to provide educational services for students for whom the other school district is responsible, RONALD MCDONALD HOUSE shall indemnify District for any loss of any kind that District may incur because of RONALD MCDONALD HOUSE contract with another school district.

VII. INSURANCE REQUIREMENTS AND FINANCIAL ASSURANCE

- A. RONALD MCDONALD HOUSE shall at its own expense, maintain comprehensive general liability insurance covering claims that arise out of its acts and operations under this Agreement for which it may be legally liable. At a minimum, RONALD MCDONALD HOUSE must provide insurance coverage in accordance with Exhibit 6.
- B. RONALD MCDONALD HOUSE or its members shall also maintain property insurance covering the facility in which the educational program is located.
- C. RONALD MCDONALD HOUSE and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending RONALD MCDONALD HOUSE.
- D. RONALD MCDONALD HOUSE will provide electronic access to the annual audit, along with any auditor's notes at the same time the report is sent to the Board of the overseeing agency.

VIII. INDEMNIFICATION

- A. Except as expressly provided in this Agreement or in connection with insurance coverage required to be provided in this Agreement by one party for the benefit of the other, each party shall be responsible for its own legal representation and legal costs.
- B. Except where there is an actual or potential conflict of interest, the parties shall fully cooperate with legal counsel for one another in connection with any legal claim asserted against either of them for services provided under this Agreement.
- C. Nothing in this Agreement is intended to nor shall the terms of this Agreement expand the liability of the District and RONALD MCDONALD HOUSE under Minnesota law.
- D. RONALD MCDONALD HOUSE shall indemnify, save and hold the District, its employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits, costs, judgments, or other forms of liability to third parties, actual or claimed, including attorney's fees, for injury to property or persons, occurring or allegedly occurring in, on or about RONALD MCDONALD HOUSE property, based on conduct committed by RONALD MCDONALD HOUSE or by its employees, officers, directors, subcontractors, or agents. Upon timely written notice from the District, RONALD MCDONALD HOUSE shall defend the District in any action or proceeding against the District that is within the purview of this paragraph.
- E. Notwithstanding any other provision of this Agreement, RONALD MCDONALD HOUSE shall not settle or compromise any claim against it relating to its obligations under this Agreement without a signed agreement of approval from the District.

- F. The foregoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability to third parties provided or available to either of the parties under applicable state governmental immunities laws.
- G. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of RONALD MCDONALD HOUSE personnel or other persons while engaged on behalf of RONALD MCDONALD HOUSE, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment with RONALD MCDONALD HOUSE including without limitation, claims of discrimination against RONALD MCDONALD HOUSE, its members, officers, agents, contractors or employees shall in no way be the responsibility of the District and RONALD MCDONALD HOUSE shall defend indemnify and hold the District, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission, or court, and from the expenses of defending such claims, including attorney's fees. RONALD MCDONALD HOUSE personnel and other persons engaged on behalf of RONALD MCDONALD HOUSE shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the District, including, without limitations, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, unemployment compensation, disability, severance pay, and P.E.R.A.

IX. RELATIONSHIP OF THE PARTIES

- A. It is agreed that nothing contained in this Agreement is intended, or should be construed in any manner, as creating or establishing the relationship of partners between the District and RONALD MCDONALD HOUSE or as constituting RONALD MCDONALD HOUSE as the agent, representative or employee of the District for any purpose or in any manner whatsoever. RONALD MCDONALD HOUSE is to be and shall remain an independent contractor with respect to all services performed under this Agreement. RONALD MCDONALD HOUSE represents that it has, or will secure at its own expense, all personnel required to perform its obligations under this Agreement. All staff employed by RONALD MCDONALD HOUSE either directly or indirectly shall be employees of RONALD MCDONALD HOUSE or its affiliates and not the District. RONALD MCDONALD HOUSE or its affiliates shall determine salary, benefit eligibility, retirement plans, and performance standards, continuing professional development needs and all other incidents and benefits of employment.

X. AMENDMENT

- A. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment to this Agreement and duly signed by the parties hereto.

XI. DEFAULT, NOTICE AND CURE

- A. Inability to Perform
 - 1. RONALD MCDONALD HOUSE shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the educational services to be provided to the District under this Agreement. RONALD MCDONALD HOUSE shall immediately notify the District in writing whenever it is unable to, or reasonably believes it is going to be unable to, provide the agreed upon quality and quantity of educational services. Upon such notification, the District shall determine

whether such inability requires a modification or immediate cancellation of this Agreement without opportunity for cure.

B. Default by RONALD MCDONALD HOUSE

1. Unless excused by District default or District waiver of default, any of the following occurrences shall constitute default on the part of RONALD MCDONALD HOUSE:
 - a. Failure to comply with any relevant legal requirements.
 - b. Failure to perform any duties or requirements outlined in this Agreement.
 - c. Failure to respond to requests by the District for information about RONALD MCDONALD HOUSE financial status.
 - d. Failure to create, implement and advance a plan for payment of creditors.
 - e. Failure to acquire and hold a lease for the building space used for instruction.
 - f. Failure to pay the Internal Revenue Service and Minnesota Department of Revenue any monies due.
 - g. Failure to maintain adequate records, both student records and financial records regarding the program.

C. Default by District

1. Unless excused by RONALD MCDONALD HOUSE default, or RONALD MCDONALD HOUSE waiver of default, failure to perform any other material provision of this Agreement shall constitute default on the part of the District.

D. Written Notice of Default

1. Unless otherwise provided in this Agreement, no event shall constitute a default giving rise to the right to terminate unless and until written Notice of Default is given to the defaulting party, specifying the particular event, series of events or failure constituting the default and specifying the cure period, if any.

E. Cure Period

1. If the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) business days or such other time as may be specified under the terms of this Agreement or in the Notice of Default, then this Agreement may be terminated by written notice as provided in paragraph XII below.

XII. TERMINATION OF AGREEMENT

A. With or Without Cause

1. This Agreement may be terminated by either party, with or without cause, effective on July 1 of any given contract year, provided that the party wishing to terminate the Agreement delivers a Notice of Termination to the authorized representative of the other party on or before April 1 immediately preceding the July 1 termination date. If both parties agree, this Agreement may be terminated at any other time during the term of this Agreement. RONALD MCDONALD HOUSE will return all District resources and property upon termination of the agreement.

B. Changes in Legislation

1. If legislation changes the funding formula; either side may terminate the agreement with thirty days notice.

C. Changes in Policy or Staff

1. The District reserves the right to terminate this Agreement without opportunity to cure if the District determines that a proposed or actual significant change in

RONALD MCDONALD HOUSE policies or staff is contrary to the purpose of this Agreement or contrary to relevant District policies.

D. Termination After Failure to Cure Default

1. If, after the time specified for cure of default in the Notice of Default issued in accordance with paragraph XI.D above, the party in default has failed to cure the default in a manner satisfactory to the party issuing the Notice of Default; the party not in default may issue a Notice of Termination. The Notice of Termination must be delivered to the Authorized Representative of the party in default. The Notice of Termination shall specify the bases for the termination.

E. Default by RONALD MCDONALD HOUSE

1. After receipt of Notice of Termination from District because of default by RONALD MCDONALD HOUSE, and except as otherwise directed by District, RONALD MCDONALD HOUSE shall:
 - a. Discontinue provision of services subcontracted pursuant to paragraph VI of this Agreement on that date or to the extent specified in the Notice of Termination.
 - b. Cancel all orders and subcontracts to the extent that they relate to the performance of services subcontracted pursuant to paragraph VI of this Agreement and are canceled by the Notice of Termination.
 - c. Settle all outstanding liabilities and all claims arising out of such cancellation of orders and subcontracts, with the approval or ratification to the extent that may be required, which approval or ratification shall be final for all the purposes of this clause.
 - d. Complete performance of such services subcontracted pursuant to paragraph VI of this Agreement that shall not have been canceled by the Notice of Termination.
 - e. Maintain all records relating to performance of the canceled portion of this Agreement for a minimum of six years. RONALD MCDONALD HOUSE shall maintain records for a longer period if reasonably required to do so by the District.
 - f. Forward all student records to the District within 30 days and return all property belonging to the District.

F. Default by District

1. After receipt of Notice of Termination from RONALD MCDONALD HOUSE because of default by District, and except as otherwise directed by RONALD MCDONALD HOUSE, District shall:
 - a. Cancel all orders and subcontracts to the extent that they relate to the performance of services subcontracted pursuant to paragraph VI of this Agreement and are canceled by the Notice of Termination.
 - b. Settle all outstanding liabilities and all claims arising out of such cancellation of orders and subcontracts, with the approval or ratification to the extent that may be required, which approval or ratification shall be final for all the purposes of this clause.
 - c. Complete performance of such services subcontracted pursuant to paragraph VI of this Agreement that shall not have been canceled by Notice of Termination.

- d. Maintain all records relating to performance of the canceled portion of this Agreement for a minimum of six years. District shall maintain records for a longer period if reasonably required to do so by the RONALD MCDONALD HOUSE.

XIII. REMEDIES

- A. Notwithstanding any cure period, District is entitled to recover from RONALD MCDONALD HOUSE any damages sustained by District by virtue of any breach of this Agreement by RONALD MCDONALD HOUSE, and District may withhold payments to RONALD MCDONALD HOUSE for the purpose of set-off provided that such amounts withheld are reasonably related to actual damages.
- B. It is agreed that any right or remedy provided for in this Agreement shall not be considered as the exclusive right or remedy of either party for any default in any respect by the other party, but such right or remedy shall be considered to be in addition to any other right or remedy hereunder or allowed by law or equity.
- C. Either party's failure to insist upon strict performance of any covenant, agreement, or stipulation of the Agreement or to exercise any right contained in the Agreement, shall not be a waiver or relinquishment of such covenant, agreement, stipulation, or right, unless the waiving party consents thereto in writing. Any such written consent shall not constitute a waiver or relinquishment of the future exercise of such covenant, agreement, stipulation or right.

XVI. NO THIRD-PARTY BENEFICIARY RIGHTS

- A. No third party, whether a constituent of the District or otherwise, may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of, the District or RONALD MCDONALD HOUSE in this Agreement. This Agreement is not intended to create any rights of a third-party beneficiary.

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

- A. This Contract shall be construed under Minnesota law (without regard for choice of law considerations) and the policies and procedures of the District, as amended from time to time. Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, RONALD MCDONALD HOUSE specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

XVIII. INDEMNIFICATION

- A. Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of RONALD MCDONALD HOUSE's negligent acts or omissions or in connection with RONALD MCDONALD HOUSE breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District.

Exhibits 1 through 12 are attached and incorporated herein by reference.

Exhibit 1 - Enrollment Process

Exhibit 2 - Graduation Requirements

Exhibit 3 - Continual Learning Plan (CLP) requirements

Exhibit 4 – Special Education and 504 Plan Expectations

Exhibit 5 - Annual Report and School Improvement Plan Minimum Requirements

Exhibit 6 - Insurance Requirements

Exhibit 7 - District Billing for Additional Services

Exhibit 8 - Title One

Exhibit 9 - Academic Accountability Plan

Exhibit 10- Mandated Procedures

IN WITNESS, WHEREOF, the parties have executed this Agreement on the date and year written below.

BOARD OF EDUCATION
SPECIAL SCHOOL DISTRICT NO. 1

RONALD MCDONALD HOUSE

By: _____
Date

By:  _____
Date 6/19/20

Title: _____

Title:  _____



MINNEAPOLIS
PUBLIC SCHOOLS

Urban Education. Global Citizens.

CONTRACT FOR GOODS – above \$50,000

This Contract is entered into between Special School District No. 1, “District”, a special school district created and existing under the laws of Minnesota, and Russ Davis Wholesale Inc. “Contractor” (collectively “parties”) to provide Individually Wrapped Produce at D-Ops Culinary and Wellness Services.

1 TERM OF CONTRACT

- 1.1 This Contract is effective on July 1, 2020 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 30, 2021, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District’s Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor’s OWN RISK and as a volunteer.

2 SCOPE OF WORK

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

3 CONSIDERATION AND TERMS OF PAYMENT

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

3.1 *Total Obligation*

District's total obligation to Contractor/Vendor under this Contract, including compensation for goods, and/or services, and reimbursable expenses (if applicable), shall not exceed **\$1,000,000.00**. Contractor/Vendor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 *Frequency of Invoicing and Terms of Payment*

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable **Exhibit B**. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 *Taxes.*

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with

respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

4 INSPECTION OF GOODS & REJECTION

4.1 Buyer is entitled to inspect the Goods upon delivery. If the Goods are unacceptable for any reason, Buyer must reject them at the time of delivery up to ten (10) business days from the date of delivery. If Buyer has not rejected the Goods within ten (10) business days from the date of delivery, Buyer shall have waived any right to reject that specific delivery of Goods.

4.2 In the event Buyer rejects the Goods, Buyer shall allow Seller a reasonable time to cure the deficiency. A reasonable time period shall be determined by industry standards for the Goods, as well as the Seller and Buyer.

5 RISK OF LOSS

5.1 Risk of loss will be on the Seller until the time when the Buyer accepts delivery. Seller shall maintain any and all necessary insurance in order to insure the Goods against loss at Seller's own expense.

6 TITLE

6.1 Title to the Goods will remain with the Seller until Buyer accepts delivery.

7 FORCE MAJEURE

7.1 Non-delivery or default of this Agreement due to labor disputes, transportation shortage, delay or shortage of materials to produce the Goods, fires, accidents, Acts of God, or any other causes outside of Seller's control shall be notified to Buyer immediately upon realization that it will not be able to deliver the Goods as promised. Either Party may terminate this Agreement upon such notice.

8 GENERAL TERMS AND CONDITIONS

8.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

9 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

9.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

10 DATA PRIVACY

10.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

11 USE OF DISTRICT NAME OR LOGO

- 11.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

12 INDEPENDENT CONTRACTOR

- 12.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

- 12.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

13 WORKER HEALTH, SAFETY AND TRAINING

- 13.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. Contractor shall comply with federal, state and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

14 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

- 14.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

15 INSURANCE

- 15.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than \$1,500,000 each claim and \$1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above \$1,000,000 per occurrence through umbrella or excess coverage.
- 15.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than \$1,500,000 each claim and \$1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured to the coverage.
- 15.3 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract, and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

16 INDEMNIFICATION

- 16.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

17 LIMITATION ON LIABILITY

- 17.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

18 CONFLICT OF INTEREST/CODE OF ETHICS

18.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

19 COMPLIANCE WITH LAWS AND DEBARMENT

19.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

20 TERMINATION

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

20.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

20.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contractor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District

is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

21 RETURN OF DATA

21.1 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

22 RECORDS MANAGEMENT AND MAINTENANCE

22.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

23 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1

Division: D-Ops Culinary & Wellness Services

Attn: Bertrand Weber

1250 W Broadway

Minneapolis, MN 55411

Email: Bertrand Weber



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

SRM: 44xxxxxx

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CONTRACTOR

NAME: Russ Davis Wholesale, Inc. – Cricket James/Tina Ewert

Address: 266 4th Street NE, Wadena, MN 56482

Phone: 218-631-3070

Email: CJames@russdaviswholesale.com

ACKNOWLEDGMENT

23.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S. person for tax purposes or U.S. resident alien.

23.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

24 NON-WAIVER

24.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

25 ASSIGNMENT

25.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment, shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

26 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

26.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

27 WARRANTY

27.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

28 SEVERABILITY

28.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

29 SURVIVABILITY

29.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

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1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

SRM: 44xxxxxx

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SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: **Click or tap here to enter text.**
(Printed)

Title: **Click or tap here to enter text.**

Date: _____

CONTRACTOR NAME

Signature: _____

Name: **Click or tap here to enter text.**
(Printed)

Title: **Click or tap here to enter text.**

Date: _____



1250 West Broadway Ave. Minneapolis, MN 55411-2533
Phone: 612.668.0000
www.mpls.k12.mn.us
SRM: 44xxxxxx

EXHIBIT A: SCOPE OF WORK

Deliverables:

Individually wrapped Produce for CWS

Service Outcome:

Supply Produce for CWS

Method of Evaluation

Quality and Timely delivery of Individually wrapped Produce

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EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

[Click or tap here to enter text.](#)

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MINNEAPOLIS
PUBLIC SCHOOLS

Urban Education. Global Citizens.

CONTRACT FOR GOODS – above \$50,000

This Contract is entered into between Special School District No. 1, “District”, a special school district created and existing under the laws of Minnesota, and **St Paul Beverage Solutions, LLC** “Contractor” (collectively “parties”) to provide **Milk for the National School Lunch Program at D-Ops Culinary and Wellness Services.**

1 TERM OF CONTRACT

- 1.1 This Contract is effective on **July 1, 2020** or the date of the last signature of the parties, whichever is later, and shall remain in effect until **June 30, 2021**, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2 Contractor understands that **NO WORK SHOULD BEGIN UNDER THIS CONTRACT** until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District’s Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor’s OWN RISK and as a volunteer.

2 SCOPE OF WORK

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

3 CONSIDERATION AND TERMS OF PAYMENT

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

3.1 *Total Obligation*

District's total obligation to Contractor/Vendor under this Contract, including compensation for goods, and/or services, and reimbursable expenses (if applicable), shall not exceed **\$650,000.00**. Contractor/Vendor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 *Frequency of Invoicing and Terms of Payment*

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable **Exhibit B**. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 *Taxes.*

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with

respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

4 INSPECTION OF GOODS & REJECTION

4.1 Buyer is entitled to inspect the Goods upon delivery. If the Goods are unacceptable for any reason, Buyer must reject them at the time of delivery up to ten (10) business days from the date of delivery. If Buyer has not rejected the Goods within ten (10) business days from the date of delivery, Buyer shall have waived any right to reject that specific delivery of Goods.

4.2 In the event Buyer rejects the Goods, Buyer shall allow Seller a reasonable time to cure the deficiency. A reasonable time period shall be determined by industry standards for the Goods, as well as the Seller and Buyer.

5 RISK OF LOSS

5.1 Risk of loss will be on the Seller until the time when the Buyer accepts delivery. Seller shall maintain any and all necessary insurance in order to insure the Goods against loss at Seller's own expense.

6 TITLE

6.1 Title to the Goods will remain with the Seller until Buyer accepts delivery.

7 FORCE MAJEURE

7.1 Non-delivery or default of this Agreement due to labor disputes, transportation shortage, delay or shortage of materials to produce the Goods, fires, accidents, Acts of God, or any other causes outside of Seller's control shall be notified to Buyer immediately upon realization that it will not be able to deliver the Goods as promised. Either Party may terminate this Agreement upon such notice.

8 GENERAL TERMS AND CONDITIONS

8.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

9 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

9.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

10 DATA PRIVACY

10.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

11 USE OF DISTRICT NAME OR LOGO

- 11.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

12 INDEPENDENT CONTRACTOR

- 12.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.
- 12.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

13 WORKER HEALTH, SAFETY AND TRAINING

- 13.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. Contractor shall comply with federal, state and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

14 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

- 14.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

15 INSURANCE

- 15.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than \$1,500,000 each claim and \$1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above \$1,000,000 per occurrence through umbrella or excess coverage.
- 15.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than \$1,500,000 each claim and \$1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured to the coverage.
- 15.3 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract, and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

16 INDEMNIFICATION

- 16.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

17 LIMITATION ON LIABILITY

- 17.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

18 CONFLICT OF INTEREST/CODE OF ETHICS

18.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

19 COMPLIANCE WITH LAWS AND DEBARMENT

19.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

20 TERMINATION

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

20.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

20.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contractor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District

is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

21 RETURN OF DATA

21.1 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

22 RECORDS MANAGEMENT AND MAINTENANCE

22.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

23 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1

Division: **D-Ops Culinary & Wellness Services**

Attn: **Bertrand Weber**

1250 W Broadway

Minneapolis, MN 55411

Email: **Bertrand Weber**



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

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SRM: 44xxxxxx

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CONTRACTOR

NAME: St Paul Beverage Solutions, LLC Ann Lennartson/Chuck Dunford

Address: 2080 Rice Street, St. Paul, MN 55113

Phone: 651-855-6425/651-866-6474

Email: Ann.Lennartson@agropur.com

ACKNOWLEDGMENT

23.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to backup withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S. person for tax purposes or U.S. resident alien.

23.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

24 NON-WAIVER

24.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

25 ASSIGNMENT

25.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment, shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

26 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

26.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

27 WARRANTY

27.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

28 SEVERABILITY

28.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

29 SURVIVABILITY

29.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

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Phone: 612.668.0000
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SRM: 44xxxxxx

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SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: **Click or tap here to enter text.**
(Printed)

Title: **Click or tap here to enter text.**

Date: _____

CONTRACTOR NAME

Signature: _____

Name: **Click or tap here to enter text.**
(Printed)

Title: **Click or tap here to enter text.**

Date: _____



EXHIBIT A: SCOPE OF WORK

Deliverables:

Milk for the National School Lunch Program

Service Outcome:

Provide Milk for the National School Lunch Program

Method of Evaluation

Provide Milk for the National School Lunch Program in a timely manner.

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

[Click or tap here to enter text.](#)

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T-Mobile for Education EmpowerED Agreement (with Device Subsidy) 2-year Term

This T-Mobile for Education Agreement which will be effective as of the date the second Party signs this Agreement below (“**Agreement Effective Date**”), is by and between **T-Mobile USA, Inc.**, a Delaware corporation (“**T-Mobile**” or “**Contractor**”), and **Minneapolis Public Schools**, a(n) **Minnesota Education K-12**, with its principal place of business at 1250 West Broadway, Minneapolis, MN 55411 (“**Customer**”).

1. Term. The term of this Agreement is for 24 months from Agreement Effective Date and each line of Service will have a 2-year term from date of activation (“Term”).

2. Underlying Agreement. Customer agrees to purchase wireless mobile Services and Devices from T-Mobile and T-Mobile agrees to provide the Services and Devices to Customer based on the prices listed below. The terms of Customer’s purchase and use of the Services will be governed by this Agreement and the **NASPO Value Point 1907 and applicable State of MN Participating Addendum** (“Master Agreement”).

(a) The NASPO Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment Agreement No. 1907 (“NASPO 1907 Agreement”) will expire on December 31, 2020. If Customer elects NASPO 1907 Agreement as the Master Agreement in Section 2 above, Customer agrees that this Agreement will be governed by the NASPO ValuePoint Wireless Data, Voice and Accessories Master Agreement No. MA176 and applicable Participating Addendum (“NASPO MA176 Agreement”) effective on or before January 1, 2021.

(b) The terms and conditions of this Agreement or the Master Agreement will not be modified or superseded by any terms and conditions in a Customer generated Purchase Order. Purchase Orders will have no force or effect other than to denote quantity, the products or services purchased, delivery destinations, requested delivery dates and any other information required by this Agreement.

3. Offer/Pricing. Mobile Rate Plans include Mobile Device as listed below:

- Discounted or free mobile Internet devices dependent on rate plan as described below.

Rate Plan	Monthly Recurring Charge/Line*	Features	Device Subsidy/line**
2GB	\$0	Up to 2GB of high-speed data, followed by data at reduced speeds up to 128kbps.	\$0 subsidy
2GB	\$10	Up to 2GB of high-speed data, followed by data at reduced speeds up to 128kbps.	\$100 subsidy/line
Government Unlimited LTE	\$20	Unlimited on device 4G LTE data	\$200 subsidy/line

**This internet connectivity device offer is subject to inventory availability;

* Prices above do not include applicable taxes and surcharges; not qualified for any further aggregate volume discount.

4. **Total Order.** Customer agrees to order the following lines of Service and, if applicable, Devices. Amounts below do not include any applicable taxes and surcharges:

Total # of Lines of Service	Rate Plan (check applicable rate plan)	Term Length	Total Service Charge for Term	Pre-Subsidy Cost per Device	Total Pre-Subsidy Cost of Devices	Total Subsidy Amount to Customer under T-Mobile EmpowerED Program (Subsidy from Section 3 x # of Lines)	Total Customer Commitment for Service and Device for the Term of the Agreement ¹
1000	<input type="checkbox"/> \$0* <input type="checkbox"/> \$10 <input checked="" type="checkbox"/> \$20	24	\$480,000	\$84	\$84,000	\$200,000	\$364,000

¹Total Customer Commitment for Service and Device is equal to the Total Service Charge for Term added to the Total Pre-Subsidy Cost of Device subtracted from the Total Subsidy Amount to Customer under the T-Mobile EmpowerED Program.

5. (a) **Requirements to qualify for Device Discount/Subsidy:**

- For the Device Discount/Subsidy to be effective, Customer must purchase a Device from T-Mobile with an activated line of Service based on the rate plan listed above under its Master Account. Each line of Service must be activated and maintained for at least the Term without any suspension or termination of any line of Service that received the Device Discount/Subsidy (the “**Device Discount/Subsidy Term**”);
- Customer agrees that it cannot change or move the lines of Service with a Device Discount/Subsidy to a rate plan with a different or lower Rate Plan during the Device Discount/Subsidy Term and if it does, Customer will reimburse T-Mobile for the Device Discount/Subsidy received, as set forth in Section (c) below;
- Each line of Service and each Device purchased must be activated in accordance with the terms of the Master Agreement;
- This Device Discount/Subsidy cannot be combined with any other discount or promo offers;
- Customer’s account must remain in good standing with T-Mobile to receive the Device Discount/Subsidy; and
- Lines of Service that are terminated or suspended (without reactivation) within the Device Discount/Subsidy Term will be subject to repayment of the Device Discount/Subsidy as set forth below in Section (c). Customer may suspend lines during the summer months while Customer is not in session; however, the terms for those lines will be extended to qualify for the Device Discount/Subsidy Term, and the months while the lines are suspended will not qualify to meet the Device Discount/Subsidy Term.

(b) **Device Discount/Subsidy on Customer’s Master Account.** Subject to the requirements in the Section above, T-Mobile will issue the Device Discount/Subsidy when Customer submits an order to T-Mobile under its Master Account.

(c) **Device Discount/Subsidy Term/Termination; Device Discount/Subsidy Repayment.** If any line of Service that received a Device Discount/Subsidy is terminated or suspended (without reactivation) prior to the end of the Device Discount/Subsidy Term, then Customer agrees to reimburse T-Mobile a pro rata portion of the Device Discount/Subsidy equal to 1/24th of the discounted or subsidized amount for each month remaining in the Device Discount/Subsidy Term. T-Mobile will charge Customer the repayment amount of the Device Discount/Subsidy for each line of Service terminated before the end of the Device Discount/Subsidy Term on Customer’s monthly bill.

6. **Primary Contacts:** The primary contact individuals for this Agreement are as follows (or their named successors):

T-Mobile/Contractor

Name:	David Bezzant, Sr. Director, T-Mobile For Government
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 th Street, Bellevue, WA 98006
Telephone:	(480) 638-2608
Email:	David.Bezzant@T-Mobile.com

For Legal Notice – send a copy to:

Name:	Legal Department – Sales & Distribution, T-Mobile USA, Inc.
Address:	12920 SE 38 th Street, Bellevue, WA 98006

Customer:

Name of School/ Contact Name:	Minneapolis Public Schools c/o Justin Hennes
Address:	1250 West Broadway, Minneapolis, MN 55411
Telephone:	(612) 668-0245
Email:	Justin.Hennes@mpls.k12.mn.us

This Agreement is executed by each Party’s authorized representative as of the Agreement Effective Date.

Customer: Minneapolis Public Schools	Contractor: T-Mobile USA, Inc.
Signature:	Signature: <small>DocuSigned by:</small> <i>James Spillane</i>
Printed Name:	Printed Name: <small>James Spillane</small> James Spillane
Title:	Title: Sales Director
Date:	Date: 8/26/2020
	<small>DocuSigned by:</small> Legal Approved by: <i>Therick Dino</i> 8/26/2020 T-Mobile USA, Inc. Legal Department

T-Mobile for Education EmpowerED Agreement (with Device Subsidy) 2-year Term

This T-Mobile for Education Agreement which will be effective as of the date the second Party signs this Agreement below ("**Agreement Effective Date**"), is by and between T-Mobile USA, Inc., a Delaware corporation ("**T-Mobile**" or "**Contractor**"), and Minneapolis Public Schools, a Minneapolis Public School District, with its principal place of business 1250 West Broadway, Minneapolis, MN 55411 ("**Customer**").

1. Term. The term of this Agreement is for 24 months from Agreement Effective Date and each line of Service will have a 2-year term from date of activation ("**Term**").

2. Underlying Agreement. Customer agrees to purchase wireless mobile Services and Devices from T-Mobile and T-Mobile agrees to provide the Services and Devices to Customer based on the prices listed below. The terms of Customer's purchase and use of the Services will be governed by this Agreement and by this Agreement and the NASPO ValuePoint Contract No. 1907 and applicable Participating Addendum ("**Master Agreement**").

(a) The NASPO Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment Agreement No. 1907 ("**NASPO 1907 Agreement**") will expire on December 31, 2020. If Customer elects NASPO 1907 Agreement as the Master Agreement in Section 2 above, Customer agrees that this Agreement will be governed by the NASPO ValuePoint Wireless Data, Voice and Accessories Master Agreement No. MA176 and applicable Participating Addendum ("**NASPO MA176 Agreement**") effective on or before January 1, 2021.

(b) The terms and conditions of this Agreement or the Master Agreement will not be modified or superseded by any terms and conditions in a Customer generated Purchase Order. Purchase Orders will have no force or effect other than to denote quantity, the products or services purchased, delivery destinations, requested delivery dates and any other information required by this Agreement.

3. Offer/Pricing. Mobile Rate Plans include Mobile Device as listed below:

- Discounted or free mobile Internet devices dependent on rate plan as described below.

Rate Plan	Monthly Recurring Charge/Line*	Features	Device Subsidy/line**
2GB	\$0	Up to 2GB of high-speed data, followed by data at reduced speeds up to 128kbps.	\$0 subsidy
2GB	\$10	Up to 2GB of high-speed data, followed by data at reduced speeds up to 128kbps.	\$100 subsidy/line
Government Unlimited LTE	\$20	Unlimited on device 4G LTE data	\$200 subsidy/line

**This internet connectivity device offer is subject to inventory availability;

* Prices above do not include applicable taxes and surcharges; not qualified for any further aggregate volume discount.

4. Total Order. Customer agrees to order the following lines of Service and, if applicable, Devices. Amounts below do not include any applicable taxes and surcharges:

Total # of Lines of Service	Rate Plan (check applicable rate plan)	Term Length (months)	Total Service Charge for Term	Pre-Subsidy Cost per Device	Total Pre-Subsidy Cost of Devices	Total Subsidy Amount to Customer under T-Mobile EmpowerED Program (Subsidy from Section 3 x # of Lines)	Total Customer Commitment for Service and Device for the Term of the Agreement ¹
1000	<input type="checkbox"/> \$0* <input type="checkbox"/> \$10 <input checked="" type="checkbox"/> \$20	24	\$480,000	\$84.00	\$84,000	\$200,000	\$364,000

¹Total Customer Commitment for Service and Device is equal to the Total Service Charge for Term added to the Total Pre-Subsidy Cost of Device subtracted from the Total Subsidy Amount to Customer under the T-Mobile EmpowerEd Program.

5. (a) Requirements to qualify for Device Discount/Subsidy:

- For the Device Discount/Subsidy to be effective, Customer must purchase a Device from T-Mobile with an activated line of Service based on the rate plan listed above under its Master Account. Each line of Service must be activated and maintained for at least the Term without any suspension or termination of any line of Service that received the Device Discount/Subsidy (the “**Device Discount/Subsidy Term**”);
- Customer agrees that it cannot change or move the lines of Service with a Device Discount/Subsidy to a rate plan with a different or lower Rate Plan during the Device Discount/Subsidy Term and if it does, Customer will reimburse T-Mobile for the Device Discount/Subsidy received, as set forth in Section (c) below;
- Each line of Service and each Device purchased must be activated in accordance with the terms of the Master Agreement;
- This Device Discount/Subsidy cannot be combined with any other discount or promo offers;
- Customer’s account must remain in good standing with T-Mobile to receive the Device Discount/Subsidy; and
- Lines of Service that are terminated or suspended (without reactivation) within the Device Discount/Subsidy Term will be subject to repayment of the Device Discount/Subsidy as set forth below in Section (c). Customer may suspend lines during the summer months while Customer is not in session; however, the terms for those lines will be extended to qualify for the Device Discount/Subsidy Term, and the months while the lines are suspended will not qualify to meet the Device Discount/Subsidy Term.

(b) Device Discount/Subsidy on Customer’s Master Account. Subject to the requirements in the Section above, T-Mobile will issue the Device Discount/Subsidy when Customer submits an order to T-Mobile under its Master Account.

(c) Device Discount/Subsidy Term/Termination; Device Discount/Subsidy Repayment. If any line of Service that received a Device Discount/Subsidy is terminated or suspended (without reactivation) prior to the end of the Device Discount/Subsidy Term, then Customer agrees to reimburse T-Mobile a pro rata portion of the Device Discount/Subsidy equal to 1/24th of the discounted or subsidized amount for each month remaining in the Device Discount/Subsidy Term. T-Mobile will charge Customer the repayment amount of the Device Discount/Subsidy for each line of Service terminated before the end of the Device Discount/Subsidy Term on Customer’s monthly bill.

6. Primary Contacts: The primary contact individuals for this Agreement are as follows (or their named successors):

T-Mobile/Contractor

Name:	David Bezzant, Sr. Director, T-Mobile For Government
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 th Street, Bellevue, WA 98006
Telephone:	(480) 638-2608
Email:	David.Bezzant@T-Mobile.com

For Legal Notice – send a copy to:

Name:	Legal Department – Sales & Distribution, T-Mobile USA, Inc.
Address:	12920 SE 38 th Street, Bellevue, WA 98006

Customer:

Name of School/ Contact Name:	Minneapolis Public Schools - Justin Hennes - CIO
Address:	1250 West Broadway, Minneapolis, MN 55411
Telephone:	(612) 668-0245
Email:	justin.hennes@mpls.k12.mn.us

This Agreement is executed by each Party’s authorized representative as of the Agreement Effective Date.

Customer: Minneapolis Public Schools	Contractor: T-Mobile USA, Inc.
Signature:	Signature: 
Printed Name:	Printed Name: James Spillane
Title:	Title: Sales Director
Date:	Date: 8/20/2020
	Reviewed and Acknowledged: _____ T-Mobile USA, Inc. CSCA Representative



Contract Summary of Approval

Contract Group: IT Services

Contract Type: Purchase Goods and services

VENDOR DETAILS

Vendor Name:	T-Mobile
Reason Vendor Selected:	State, Cooperative or Joint Power Contract
Vetted/State/Cooperatives	
End Date:	

CONTRACT INFORMATION

Contract Purpose:	Contract Amendment for T-Mobile hot spots to provide internet access for students during Distance Learning.
Contract Description:	Contract Amendment for T-Mobile Hot Spots for Students during Distance Learning
Amendment Description:	#AMD 2 - 4400000624 – Additional hot spot devices for Distance Learning.
Deliverables/Outcomes:	T-Mobile Hot Spots
Site(s) Affected:	All
Effective Start Date:	09/20/2020
Effective End Date:	09/20/2022
Contract Manager:	Justin Hennes

FUNDING INFORMATION

Shopping Cart No.:	Click or tap to enter text
Contract Value:	\$728,000.00
AMD #1 Contract Amount:	\$364,000.00
Accumulative Contract Value:	\$1,346,865.00
Primary Fund Source:	Bonding

APPROVED BY

Kim Ellison	Board, Chair		
LEVEL 1 APPROVER	TITLE	SIGNATURE	DATE
Justin Hennes	Senior Information Officer		
LEVEL 2 APPROVER	TITLE	SIGNATURE	DATE



MINNEAPOLIS
PUBLIC SCHOOLS

Urban Education. Global Citizens.

CONTRACT FOR GOODS – above \$50,000

This Contract is entered into between Special School District No. 1, “District”, a special school district created and existing under the laws of Minnesota, and **Veritiv Operating Company**, “Contractor” (collectively “parties”) to provide **Paper Products for Food Distribution and Food Packaging Materials** at **D-Ops Culinary and Wellness Services**.

1 TERM OF CONTRACT

- 1.1 This Contract is effective on **July 1, 2020** or the date of the last signature of the parties, whichever is later, and shall remain in effect until **June 30, 2021**, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2 Contractor understands that **NO WORK SHOULD BEGIN UNDER THIS CONTRACT** until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District’s Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor’s OWN RISK and as a volunteer.

2 SCOPE OF WORK

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

3 CONSIDERATION AND TERMS OF PAYMENT

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

3.1 *Total Obligation*

District's total obligation to Contractor/Vendor under this Contract, including compensation for goods, and/or services, and reimbursable expenses (if applicable), shall not exceed **\$1,000,000.00**. Contractor/Vendor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 *Frequency of Invoicing and Terms of Payment*

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable **Exhibit B**. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 *Taxes.*

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with

respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

4 INSPECTION OF GOODS & REJECTION

4.1 Buyer is entitled to inspect the Goods upon delivery. If the Goods are unacceptable for any reason, Buyer must reject them at the time of delivery up to ten (10) business days from the date of delivery. If Buyer has not rejected the Goods within ten (10) business days from the date of delivery, Buyer shall have waived any right to reject that specific delivery of Goods.

4.2 In the event Buyer rejects the Goods, Buyer shall allow Seller a reasonable time to cure the deficiency. A reasonable time period shall be determined by industry standards for the Goods, as well as the Seller and Buyer.

5 RISK OF LOSS

5.1 Risk of loss will be on the Seller until the time when the Buyer accepts delivery. Seller shall maintain any and all necessary insurance in order to insure the Goods against loss at Seller's own expense.

6 TITLE

6.1 Title to the Goods will remain with the Seller until Buyer accepts delivery.

7 FORCE MAJEURE

7.1 Non-delivery or default of this Agreement due to labor disputes, transportation shortage, delay or shortage of materials to produce the Goods, fires, accidents, Acts of God, or any other causes outside of Seller's control shall be notified to Buyer immediately upon realization that it will not be able to deliver the Goods as promised. Either Party may terminate this Agreement upon such notice.

8 GENERAL TERMS AND CONDITIONS

8.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

9 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

9.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

10 DATA PRIVACY

10.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

11 USE OF DISTRICT NAME OR LOGO

- 11.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

12 INDEPENDENT CONTRACTOR

- 12.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.
- 12.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

13 WORKER HEALTH, SAFETY AND TRAINING

- 13.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. Contractor shall comply with federal, state and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

14 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

- 14.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

15 INSURANCE

- 15.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than \$1,500,000 each claim and \$1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above \$1,000,000 per occurrence through umbrella or excess coverage.
- 15.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than \$1,500,000 each claim and \$1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured to the coverage.
- 15.3 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract, and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

16 INDEMNIFICATION

- 16.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

17 LIMITATION ON LIABILITY

- 17.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

18 CONFLICT OF INTEREST/CODE OF ETHICS

18.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

19 COMPLIANCE WITH LAWS AND DEBARMENT

19.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

20 TERMINATION

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

20.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

20.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contractor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District

is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

21 RETURN OF DATA

21.1 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

22 RECORDS MANAGEMENT AND MAINTENANCE

22.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

23 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1

Division: D-Ops Culinary & Wellness Services

Attn: Bertrand Weber

1250 W Broadway

Minneapolis, MN 55411

Email: Bertrand Weber



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

SRM: 44xxxxxx

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CONTRACTOR

NAME: Veritiv Operation Company
Address: 9001 Wyoming Ave N., Brooklyn Park, MN 55445
Phone: 1-877-319-7333
Email: Janelle.schafernocker@veritivcorp.com; Brian.Horn@veritivcorp.com

ACKNOWLEDGMENT

23.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S. person for tax purposes or U.S. resident alien.

23.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

24 NON-WAIVER

24.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

25 ASSIGNMENT

25.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment, shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

26 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

26.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

27 WARRANTY

27.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

28 SEVERABILITY

28.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

29 SURVIVABILITY

29.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]



1250 West Broadway Ave. Minneapolis, MN 55411-2533
Phone: 612.668.0000
www.mpls.k12.mn.us
SRM: 44xxxxxx

Page | 11

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: **Click or tap here to enter text.**

(Printed)

Title: **Click or tap here to enter text.**

Date: _____

CONTRACTOR NAME

Signature: _____

Name: **Click or tap here to enter text.**

(Printed)

Title: **Click or tap here to enter text.**

Date: _____



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

SRM: 44xxxxxx

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EXHIBIT A: SCOPE OF WORK

Deliverables:

Paper Products for Food Distribution, including spoons, forks, knives, napkins, etc. Food Packaging Materials including film and containers for pre-packaging meals.

Service Outcome:

Paper Products and Food Packaging Materials delivered in a timely manner.

Method of Evaluation

Paper Products and Food Packaging Materials delivered in a timely manner.

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

[Click or tap here to enter text.](#)

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CONTRACT FOR SERVICES

(\$25,000+)

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Whelan Security (dba GardaWorld Security Services), "Contractor" (collectively "parties") to provide To provide security personnel to the Davis Service Center to D-Ops-Operational and Security Services.

1 TERM OF CONTRACT

- 1.1 This Contract is effective on 07/01/2020 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2021, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

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

3 CONSIDERATION AND TERMS OF PAYMENT

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

3.1 Total Obligation.

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed \$130,806.00. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 *Frequency of Invoicing and Terms of Payment.*

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable Exhibit B. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 *Taxes.*

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 *Fund Availability; Federal Funds Contingency.*

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Contract is funded in whole or in part with federal funds, District's payment obligations are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C. Section 5119a and 42 U.S.C. Section 14501-05.

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

7 DATA PRIVACY

7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

8 OWNERSHIP OF MATERIAL

8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRATOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except

as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. Contractor shall comply with federal, state and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

13 INSURANCE

13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than \$1,500,000 each claim and \$1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above \$1,000,000 per occurrence through umbrella or excess coverage.

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than \$1,500,000 each claim and \$1,500,000 each occurrence covering claims that arise out of its acts and operations in

providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract, and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILITY

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

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

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contractor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within ten (10) days of the completion, termination of this Contract, or upon request of the District, whichever occurs first; Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Or, Contractor, upon the request of the

District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

19.2 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1
D-Ops-Operational and Security Services
Attn: Jason Matlock
1250 W Broadway
Minneapolis, MN 55411
Email: Jason.matlock@mpls.k12.mn.us
Fax:

Whelan Security (dba GardaWorld Security Services)

Attn: _____

Address: _____

Email: _____

Fax: _____

22 ACKNOWLEDGMENT

22.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S. person for tax purposes or U.S. resident alien.

22.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

23 NON-WAIVER

23.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

24 ASSIGNMENT

24.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment,

shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

25 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

25.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

26 WARRANTY

26.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

27 SEVERABILITY

27.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

28 SURVIVABILITY

28.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: **Kim Ellison**

(Printed)

Title: _____

Date: _____

Whelan Security (dba GardaWorld Security Services)

By: _____

Name: _____

(Printed)

Title: _____

Date: _____

EXHIBIT A: SCOPE OF WORK

Description of Services and Service Delivery

To provide security and reception personnel for the new Educational Service Center at 1250 West Broadway, as well as event security. The personnel will support a safe and welcoming environment.

Service Outcome

Security will be provided onsite at the Davis Service Center between the hours of 6:00 am and 10:00 pm M-F plus planned events. Security personnel will follow procedures within their post orders that will be written in partnership with MPS and the security provider. Scope of work will be 2 officers and 1 supervisor. Officers will cover 2 shifts 6 to 2 and 2 to 10, supervisor is 10 to 6

Method of Evaluation

EMSS will monitor performance levels and conduct formal review of services at least annually.

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

The payment terms are as follows:

If there are no exhibits:

This Exhibit and page have been intentionally left blank.

KeyBanc Capital Markets - Cleveland , OH's Bid



**Minneapolis Spec SD #1
\$29,040,000* Refunding Certificates of Participation,
Series 2020A**

For the aggregate principal amount of \$29,040,000.00*, we will pay you \$33,619,061.40, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price
04/01/2021	815M	5.0000	0.2800	102.382
04/01/2022	1,630M	5.0000	0.3300	107.007
04/01/2023	1,665M	5.0000	0.3700	111.536
04/01/2024	1,700M	5.0000	0.4100	115.959
04/01/2025	1,730M	5.0000	0.4800	120.122
04/01/2026	1,765M	5.0000	0.5800	123.915
04/01/2027	1,800M	5.0000	0.7500	126.935
04/01/2028	1,840M	5.0000	0.9000	129.691
04/01/2029	1,875M	5.0000	1.0000	132.537
04/01/2030	1,915M	5.0000	1.1100	135.000
04/01/2031	1,950M	4.0000	1.2800	124.271
04/01/2032	1,990M	4.0000	1.3800	123.265
04/01/2033	2,030M	2.0000	1.7000	102.622
04/01/2034	2,070M	2.0000	1.8000	101.740
04/01/2035	2,110M	2.0000	1.9000	100.865
04/01/2036	2,155M	2.0000	2.0000	100.000

Total Interest Cost: \$8,591,578.61
 Premium: \$4,579,061.40
 Net Interest Cost: \$4,012,517.21
 TIC: 1.474076
 Time Last Bid Received On:09/08/2020 10:22:28 CDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: KeyBanc Capital Markets, Cleveland , OH
 Contact: Robert Bond
 Title: Managing Director
 Telephone:720-904-4571
 Fax:

Issuer Name: Special School District No. 1 (Minneapolis) Company Name: KeyBanc Capital Markets

Accepted By: C. Robert Bond

Accepted
By:

Date: _____

Date: _____

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* Note: Subsequent to bid opening, the par amount decreased to \$26,055,000, resulting in a true interest cost of 1.5107%.

SPECIAL SCHOOL DISTRICT NO. 1
MINNEAPOLIS, MINNESOTA

CERTIFICATE OF OFFICIAL ACTION

The undersigned, being the duly qualified and acting School District Clerk of Special School District No. 1 (Minneapolis), Minnesota (the "District"), DOES HEREBY CERTIFY as follows:

Attached hereto is a true and correct copy of a resolution duly adopted by the Board of Education of the District at a lawful meeting duly called and held on September 8, 2020, at which meeting a quorum was present and acting throughout. Such resolution remains in full force and effect in the form in which adopted.

IN WITNESS WHEREOF, the undersigned has hereunto set her/his hand and affixed the official seal of the District this ____ day of September, 2020.

School District Clerk

RESOLUTION RELATING TO THE REFINANCING OF SCHOOL FACILITIES; AUTHORIZING THE LEASE-PURCHASE OF SUCH FACILITIES AND THE SALE OF \$[_____] REFUNDING CERTIFICATES OF PARTICIPATION, SERIES 2020A; AND APPROVING AND AUTHORIZING THE EXECUTION OF DOCUMENTATION RELATING THERETO

BE IT RESOLVED by the Board of Education (the “Board”) of Special School District No. 1 (Minneapolis), Minnesota (the “District”), as follows:

Section 1. Authorization. The District is authorized by Minnesota Statutes, Section 465.71, to acquire real or personal property by lease-purchase agreement. It is hereby found, determined and declared to be necessary and desirable and in the best interest of the District to execute and deliver a lease-purchase agreement and related documents for the purpose of refinancing the construction, acquisition and equipping of the approximately 163,000 square foot administration building located at 1250 West Broadway in the City of Minneapolis, Minnesota. All actions heretofore taken by the District with respect to such refinancing and the transactions described herein and contemplated by the documents approved herein, are hereby ratified and approved in all respects.

Section 2. Sale. PFM Financial Advisors LLC, municipal advisor to the District, has solicited bids from potential purchasers of Refunding Certificates Of Participation, Series 2020A, in the Lease (the “Certificates”). The bids have been tabulated and upon consideration by the Board, the most favorable of such bids is ascertained to be that of [_____] [_____] (the “Purchaser”), who offered to purchase the Certificates at a price of \$[_____] (\$[_____] in par amount of Certificates plus original issue premium of \$[_____] less Purchaser compensation of \$[_____] in the principal amounts, maturing on the dates and at the interest rates per annum specified therein and such bid is hereby accepted. The Chair is authorized to execute an agreement for the sale of the Certificates to the Purchaser. Any good faith deposits of unsuccessful bidders shall be returned forthwith.

Section 3. Financing Documents. The following documents have been prepared and are on file in the office of the Chief Financial Officer of the District:

- (a) Ground Lease Agreement (the “Ground Lease”) between the District, as ground lessor, and U.S. Bank National Association, as trustee (the “Trustee”), as ground lessee;
- (b) Lease-Purchase Agreement (the “Lease”) between the District, as lessee, and the Trustee, as lessor; and
- (b) Trust Agreement (the “Trust Agreement”) between the District and the Trustee, together with a form of the Certificates.

The forms of such documents are approved, with such variations, insertions and additions as are deemed appropriate by the parties and approved by special tax counsel to the District.

Section 4. Execution. Upon finalization of the Ground Lease, the Lease and the Trust Agreement, and the execution thereof by the other parties thereto, the Chair and Clerk, or other designated signatories acting on their behalf, shall execute and deliver the Ground Lease, Lease and the Trust Agreement on behalf of the District. The Chair and Clerk (or their designated signatories) shall and are hereby further authorized to execute, on behalf of the District, such other contracts, certifications, documents or instruments as special tax counsel to the District shall require, and all certifications, recitals, warranties and representations therein shall constitute the certifications, recitals, warranties and representations of the District. Execution of any instrument or document by one or more appropriate officers of the District shall constitute and shall be deemed conclusive evidence of the approval and authorization by the District and the Board of the instrument or document so executed.

Section 5. Issuance of the Certificates. Upon all acts, conditions and things which are required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed precedent to and in the valid issuance of the Lease and the Certificates, the District shall proceed forthwith to cause the Trustee to issue the Certificates in the form and upon the terms set forth in the Trust Agreement. The Chair and Clerk, or their respective authorized designees, are hereby authorized to approve the final terms of the Certificates, which approval shall be conclusively evidenced by the execution of the Trust Agreement by said officers. The Certificates shall be prepared, executed and delivered as prescribed in the Trust Agreement and the officers of the District shall deliver to the Trustee a certified copy of this resolution and other documents required by the Trust Agreement, for delivery to or for the account of the Purchaser or the registered owners of the Certificates. The Trustee is hereby appointed authenticating agent with respect to the Certificates, and as paying agent for the Certificates pursuant to the Trust Agreement.

Section 6. Nature of District's Obligations. The District will pay to the Trustee promptly when due, all of the Rental Payments (as defined in the Lease) and other amounts required by the Lease. Payment of the Rental Payments is subject to the provisions for termination set forth in the Lease, which provides that the Lease is subject to termination by the District, without penalty, at the end of any fiscal year of the District, in accordance with the terms thereof. The Lease and the obligations of the District thereunder will be special, limited obligations of the District, subject to termination at the end of each fiscal year in the event this Board does not appropriate funds sufficient to continue the Lease for the following fiscal year. The full faith and credit and ability of the District to levy ad valorem taxes without limitation as to rate or amount are not pledged to the payment of the Lease or any obligation of the District thereunder.

Section 7. Official Statement. The preliminary Official Statement dated [____], 2020, relating to the Certificates, which has been prepared and distributed by PFM Financial Advisors LLC on behalf of the District, is hereby approved, and the officers of the District are authorized, in connection with the delivery of the Certificates, to sign such certificates as may be necessary with respect to the completeness and accuracy of the preliminary Official Statement and the final Official Statement to be dated on or about September 8, 2020, which final Official Statement is also hereby approved. PFM Financial Advisors LLC is hereby authorized on behalf of the District to prepare and distribute to the Purchaser within seven business days from the date hereof a supplement to the Official Statement listing the offering price, the interest rates, selling compensation, delivery date, the underwriters and such other information relating to the Lease and the Certificates required to be included in the final Official Statement by Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

Section 8. Tax Matters.

(a) Covenant. The District covenants and agrees with the owners from time to time of the Certificates, that it will not take, or permit to be taken by any of its officers, employees or agents, any action which would cause the interest component of the Rental Payments payable under the Lease and received by the registered owners of the Certificates to become subject to taxation under the Internal Revenue Code of 1986, as amended (the “Code”) and any regulations issued thereunder (the “Treasury Regulations”), in effect at the time of such action, and that it will take, or it will cause its officers, employees or agents to take, all affirmative actions within their powers which may be necessary to insure that the interest component of the Rental Payments payable under the Lease and received by the registered owners of the Certificates will not become subject to taxation under the Code and the Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Certificates. So long as the Certificates are outstanding, the District will not enter into any lease, use agreement or other contract or agreement respecting the Improvements which would cause the Lease and Certificates to be considered a “private activity bond” or “private loan bond” pursuant to the provisions of Section 141 of the Code.

(b) Arbitrage Certification. The Chair and Clerk, or their respective authorized designees, being the officers of the District charged with the responsibility for issuing the Lease and Certificates pursuant to this resolution, are authorized and directed to execute and deliver to the Purchaser a certificate in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Treasury Regulations, stating the facts, estimates and circumstances in existence on the date of issue and delivery of the Lease and Certificates which make it reasonable to expect that the proceeds of the Lease and Certificates will not be used in a manner that would cause the Lease and Certificates to be an arbitrage bond within the meaning of the Code and Treasury Regulations.

(c) Arbitrage Rebate. The District acknowledges that the arbitrage rebate requirements of Section 148(f)(4)(D) of the Code are applicable to the Lease and Certificates, and the District hereby covenants and agrees to make computations, retain records and pay amounts to the United States at the times and in the manner required by said Section 148(f)(4)(D) of the Code. The District reserves the right to avail itself of any of the spending exceptions to arbitrage rebate set forth in Section 148(f) of the Code and related Treasury Regulations.

Section 9. Continuing Disclosure.

(a) Definitions. The following capitalized terms shall have the following meanings for purposes of this section.

“*Annual Report*” means any annual report provided by the District pursuant to, and as described in, subsection (c) of this section.

“*Beneficial Owner*” means any person which (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Certificates (including persons holding Certificates through nominees, depositories or other intermediaries), or (ii) is treated as the owner of any Certificates for federal income tax purposes.

“*EMMA*” means the MSRB’s Electronic Municipal Market Access system available at <http://emma.msrb.org>.

“*Holder*” means the registered holders of the Certificates, as recorded in the registration books of the Registrar (as defined in the Trust Agreement).

“*Listed Events*” means the events listed in subsection (d) of this section.

“*MSRB*” means the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

“*Participating Underwriter*” means any of the original underwriters of the Certificates required to comply with the Rule in connection with offering of the Certificates.

“*Rule*” means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

(b) Purpose and Beneficiaries. The District makes the following covenants for the benefit of the Holders and Beneficial Owners of the Certificates and in order to assist the Participating Underwriters in complying with the Rule.

(c) Provision of Annual Reports.

(i) Not later than 12 months after the end of each fiscal year of the District (the “Submission Deadline”) (the first report being due not later than 12 months after June 30, 2020), the District shall, either directly or indirectly through an agent designated by the District, file on EMMA an electronic copy of its Annual Report in a format and accompanied by such identifying information as prescribed by the MSRB. If the District’s fiscal year changes, it shall, either directly or indirectly through an agent designated by the District, give notice of such change in the same manner as for a Listed Event under subsection (d), and the Submission Deadline beginning with the subsequent fiscal year will become one year following the end of the new fiscal year. If the District is unable to provide an Annual Report by the Submission Deadline, in a timely manner thereafter, the District shall, either directly or indirectly through an agent designated by the District, file a notice on EMMA stating that there has been a failure to provide an Annual Report on or before the Submission Deadline.

(ii) The Annual Report must contain or include by reference the following:

(1) The audited financial statements of the District for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Minnesota state law, as in effect from time to time, or, if and to the extent such audited financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the District’s audited financial statements are not available by the Submission Deadline, the Annual Report shall contain unaudited financial information (which may include any annual filing information required by Minnesota state law)

accompanied by a notice that the audited financial statements are not yet available, and the audited financial statements shall be filed on EMMA within 10 days of when they become available.

(2) To the extent not included in the financial statements provided as part of the Annual Report, tables, schedules or other information of the type contained in the Official Statement for the Certificates under the following headings or captions, which information may be unaudited:

- (A) Financial Summary
- (B) Indebtedness
- (C) Property Valuations and Taxes
- (D) Financial Information

(iii) The Annual Report may be submitted as a single document or as separate documents comprising a package. The contents of the Annual Report may be included in the Annual Report by specific reference to other documents, including official statements of debt issues of the District or related public entities, which are available on EMMA or are filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available on EMMA. The Annual Report shall clearly identify each such other document so included by reference. The audited financial statements of the District may be submitted separately from the balance of the Annual Report and later than the Submission Deadline if they are not available by that date.

(d) Reporting of Significant Events.

(i) The District shall, either directly or indirectly through an agent designated by the District, give notice of the occurrence of any of the following events with respect to the Certificates, all pursuant to the provisions of this subsection (d):

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
- (7) Modifications to rights of security holders, if material.

- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the obligated person.

For the purposes of the event identified in this subparagraph (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

- (13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
- (15) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material.
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

For purposes of the events identified in subparagraph (15) and (16) above, the term "Financial Obligation" means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or

(iii) guarantee of either (i) or (ii). The term “Financial Obligation” does not include municipal securities as to which a final official statement has been provided to the MSRB pursuant to the Rule.

- (ii) If a Listed Event described in subparagraph (2), (7), (8) (but only with respect to bond calls under (8)), (10), (13), (14) or (15) has occurred and the District has determined that such Listed Event is material under applicable federal securities laws, the District shall, either directly or indirectly through an agent designated by the District, in a timely manner but not later than 10 business days after the occurrence of such Listed Event, promptly file a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB.
 - (iii) If a Listed Event described in subparagraph (1), (3), (4), (5), (6), (8) (but only with respect to tender offers under (8)), (9), (11), (12) or (16) has occurred the District shall, either directly or indirectly through an agent designated by the District, in a timely manner but not later than 10 business days after the occurrence of such Listed Event, promptly file a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB. Notwithstanding the foregoing, notice of Listed Events described in subparagraphs (8) and (9) need not be given under this subsection (d) any earlier than the notice (if any) of the underlying event is given to Holders of affected Certificates pursuant to the Trust Agreement.
- (e) Termination of Reporting Obligation. The District’s obligations under this section will terminate upon the legal defeasance, prior redemption or payment in full of all of the Certificates or upon the District’s receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the District to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.
- (f) Dissemination Agent. The District may, from time to time, appoint or engage a dissemination agent to assist it in carrying out its obligations under this section, and may discharge any such dissemination agent, with or without appointing a successor dissemination agent. The dissemination agent will not be responsible in any manner for the content of any notice or Annual Report prepared by the District pursuant to this section.
- (g) Amendment; Waiver. Notwithstanding any other provision of this section, the District may amend the covenants contained in this section, and any provision of this section may be waived, if
- (i) (1) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Certificates, or the type of business conducted; (2) the undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Certificates, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (3) the amendment or waiver

either (A) is approved by a majority of the Holders, or (B) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners; or

- (ii) the amendment or waiver is necessary to comply with modifications to or interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission.

In the event of any amendment or waiver of a provision of this section, the District shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the District. In addition, if the amendment relates to the accounting principles to be followed in preparing audited financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under subsection (d), and (ii) the Annual Report for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the audited financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

(h) Additional Information. Nothing in this section will be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this section or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this section. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this section, the District shall have no obligation under this section to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

(i) Default. In the event of a failure of the District to comply with any provision of this section, any Holder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this section. Direct, indirect, consequential and punitive damages will not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this section will not be deemed an event of default under the Lease, the Trust Agreement or this resolution, and the sole remedy under this section in the event of any failure of the District to comply with this section will be an action to compel performance.

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SPECIAL SCHOOL DISTRICT NO. 1
MINNEAPOLIS, MINNESOTA

CERTIFICATE OF OFFICIAL ACTION

The undersigned, being the duly qualified and acting School District Clerk of Special School District No. 1 (Minneapolis), Minnesota (the "District"), DOES HEREBY CERTIFY as follows:

Attached hereto is a true and correct copy of a resolution duly adopted by the Board of Education of the District at a lawful meeting duly called and held on September 8, 2020, at which meeting a quorum was present and acting throughout. Such resolution remains in full force and effect in the form in which adopted.

IN WITNESS WHEREOF, the undersigned has hereunto set her/his hand and affixed the official seal of the District this ____ day of September, 2020.

School District Clerk

RESOLUTION RELATING TO THE REFINANCING OF SCHOOL FACILITIES; AUTHORIZING THE LEASE-PURCHASE OF SUCH FACILITIES AND THE SALE OF \$26,055,000 REFUNDING CERTIFICATES OF PARTICIPATION, SERIES 2020A; AND APPROVING AND AUTHORIZING THE EXECUTION OF DOCUMENTATION RELATING THERETO

BE IT RESOLVED by the Board of Education (the “Board”) of Special School District No. 1 (Minneapolis), Minnesota (the “District”), as follows:

Section 1. Authorization. The District is authorized by Minnesota Statutes, Section 465.71, to acquire real or personal property by lease-purchase agreement. It is hereby found, determined and declared to be necessary and desirable and in the best interest of the District to execute and deliver a lease-purchase agreement and related documents for the purpose of refinancing the construction, acquisition and equipping of the approximately 163,000 square foot administration building located at 1250 West Broadway in the City of Minneapolis, Minnesota. All actions heretofore taken by the District with respect to such refinancing and the transactions described herein and contemplated by the documents approved herein, are hereby ratified and approved in all respects.

Section 2. Sale. PFM Financial Advisors LLC, municipal advisor to the District, has solicited bids from potential purchasers of Refunding Certificates of Participation, Series 2020A, in the Lease (the “Certificates”). The bids have been tabulated and upon consideration by the Board, the most favorable of such bids is ascertained to be that of KeyBanc Capital Markets, Cleveland, Ohio (the “Purchaser”), who offered to purchase the Certificates at a price of \$30,100,009.35 (\$26,055,000 in par amount of Certificates plus original issue premium of \$4,173,643.35, less Purchaser compensation of \$128,634.00), in the principal amounts, maturing on the dates and at the interest rates per annum specified therein and such bid is hereby accepted. The Chair is authorized to execute an agreement for the sale of the Certificates to the Purchaser. Any good faith deposits of unsuccessful bidders shall be returned forthwith.

Section 3. Financing Documents. The following documents have been prepared and are on file in the office of the Chief Financial Officer of the District:

- (a) Ground Lease Agreement (the “Ground Lease”) between the District, as ground lessor, and U.S. Bank National Association, as trustee (the “Trustee”), as ground lessee;
- (b) Lease-Purchase Agreement (the “Lease”) between the District, as lessee, and the Trustee, as lessor; and
- (b) Trust Agreement (the “Trust Agreement”) between the District and the Trustee, together with a form of the Certificates.

The forms of such documents are approved, with such variations, insertions and additions as are deemed appropriate by the parties and approved by special tax counsel to the District.

Section 4. Execution. Upon finalization of the Ground Lease, the Lease and the Trust Agreement, and the execution thereof by the other parties thereto, the Chair and Clerk, or other designated signatories acting on their behalf, shall execute and deliver the Ground Lease, Lease and the Trust Agreement on behalf of the District. The Chair and Clerk (or their designated signatories) shall and are hereby further authorized to execute, on behalf of the District, such other contracts, certifications, documents or instruments as special tax counsel to the District shall require, and all certifications, recitals, warranties and representations therein shall constitute the certifications, recitals, warranties and representations of the District. Execution of any instrument or document by one or more appropriate officers of the District shall constitute and shall be deemed conclusive evidence of the approval and authorization by the District and the Board of the instrument or document so executed.

Section 5. Issuance of the Certificates. Upon all acts, conditions and things which are required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed precedent to and in the valid issuance of the Lease and the Certificates, the District shall proceed forthwith to cause the Trustee to issue the Certificates in the form and upon the terms set forth in the Trust Agreement. The Chair and Clerk, or their respective authorized designees, are hereby authorized to approve the final terms of the Certificates, which approval shall be conclusively evidenced by the execution of the Trust Agreement by said officers. The Certificates shall be prepared, executed and delivered as prescribed in the Trust Agreement and the officers of the District shall deliver to the Trustee a certified copy of this resolution and other documents required by the Trust Agreement, for delivery to or for the account of the Purchaser or the registered owners of the Certificates. The Trustee is hereby appointed authenticating agent with respect to the Certificates, and as paying agent for the Certificates pursuant to the Trust Agreement.

Section 6. Nature of District's Obligations. The District will pay to the Trustee promptly when due, all of the Rental Payments (as defined in the Lease) and other amounts required by the Lease. Payment of the Rental Payments is subject to the provisions for termination set forth in the Lease, which provides that the Lease is subject to termination by the District, without penalty, at the end of any fiscal year of the District, in accordance with the terms thereof. The Lease and the obligations of the District thereunder will be special, limited obligations of the District, subject to termination at the end of each fiscal year in the event this Board does not appropriate funds sufficient to continue the Lease for the following fiscal year. The full faith and credit and ability of the District to levy ad valorem taxes without limitation as to rate or amount are not pledged to the payment of the Lease or any obligation of the District thereunder.

Section 7. Official Statement. The Preliminary Official Statement dated August 31, 2020, relating to the Certificates, which has been prepared and distributed by PFM Financial Advisors LLC on behalf of the District, is hereby approved, and the officers of the District are authorized, in connection with the delivery of the Certificates, to sign such certificates as may be necessary with respect to the completeness and accuracy of the preliminary Official Statement and the final Official Statement to be dated on or about September 8, 2020, which final Official Statement is also hereby approved. PFM Financial Advisors LLC is hereby authorized on behalf of the District to prepare and distribute to the Purchaser within seven business days from the date hereof a supplement to the Official Statement listing the offering price, the interest rates, selling compensation, delivery date, the underwriters and such other information relating to the Lease and the Certificates required to be included in the final Official Statement by Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

Section 8. Tax Matters.

(a) Covenant. The District covenants and agrees with the owners from time to time of the Certificates, that it will not take, or permit to be taken by any of its officers, employees or agents, any action which would cause the interest component of the Rental Payments payable under the Lease and received by the registered owners of the Certificates to become subject to taxation under the Internal Revenue Code of 1986, as amended (the “Code”) and any regulations issued thereunder (the “Treasury Regulations”), in effect at the time of such action, and that it will take, or it will cause its officers, employees or agents to take, all affirmative actions within their powers which may be necessary to insure that the interest component of the Rental Payments payable under the Lease and received by the registered owners of the Certificates will not become subject to taxation under the Code and the Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Certificates. So long as the Certificates are outstanding, the District will not enter into any lease, use agreement or other contract or agreement respecting the Improvements which would cause the Lease and Certificates to be considered a “private activity bond” or “private loan bond” pursuant to the provisions of Section 141 of the Code.

(b) Arbitrage Certification. The Chair and Clerk, or their respective authorized designees, being the officers of the District charged with the responsibility for issuing the Lease and Certificates pursuant to this resolution, are authorized and directed to execute and deliver to the Purchaser a certificate in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Treasury Regulations, stating the facts, estimates and circumstances in existence on the date of issue and delivery of the Lease and Certificates which make it reasonable to expect that the proceeds of the Lease and Certificates will not be used in a manner that would cause the Lease and Certificates to be an arbitrage bond within the meaning of the Code and Treasury Regulations.

(c) Arbitrage Rebate. The District acknowledges that the arbitrage rebate requirements of Section 148(f)(4)(D) of the Code are applicable to the Lease and Certificates, and the District hereby covenants and agrees to make computations, retain records and pay amounts to the United States at the times and in the manner required by said Section 148(f)(4)(D) of the Code. The District reserves the right to avail itself of any of the spending exceptions to arbitrage rebate set forth in Section 148(f) of the Code and related Treasury Regulations.

Section 9. Continuing Disclosure.

(a) Definitions. The following capitalized terms shall have the following meanings for purposes of this section.

“*Annual Report*” means any annual report provided by the District pursuant to, and as described in, subsection (c) of this section.

“*Beneficial Owner*” means any person which (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Certificates (including persons holding Certificates through nominees, depositories or other intermediaries), or (ii) is treated as the owner of any Certificates for federal income tax purposes.

“*EMMA*” means the MSRB’s Electronic Municipal Market Access system available at <http://emma.msrb.org>.

“ *Holders* ” means the registered holders of the Certificates, as recorded in the registration books of the Registrar (as defined in the Trust Agreement).

“*Listed Events*” means the events listed in subsection (d) of this section.

“*MSRB*” means the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

“*Participating Underwriter*” means any of the original underwriters of the Certificates required to comply with the Rule in connection with offering of the Certificates.

“*Rule*” means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

(b) Purpose and Beneficiaries. The District makes the following covenants for the benefit of the Holders and Beneficial Owners of the Certificates and in order to assist the Participating Underwriters in complying with the Rule.

(c) Provision of Annual Reports.

(i) Not later than 12 months after the end of each fiscal year of the District (the “Submission Deadline”) (the first report being due not later than 12 months after June 30, 2020), the District shall, either directly or indirectly through an agent designated by the District, file on EMMA an electronic copy of its Annual Report in a format and accompanied by such identifying information as prescribed by the MSRB. If the District’s fiscal year changes, it shall, either directly or indirectly through an agent designated by the District, give notice of such change in the same manner as for a Listed Event under subsection (d), and the Submission Deadline beginning with the subsequent fiscal year will become one year following the end of the new fiscal year. If the District is unable to provide an Annual Report by the Submission Deadline, in a timely manner thereafter, the District shall, either directly or indirectly through an agent designated by the District, file a notice on EMMA stating that there has been a failure to provide an Annual Report on or before the Submission Deadline.

(ii) The Annual Report must contain or include by reference the following:

(1) The audited financial statements of the District for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Minnesota state law, as in effect from time to time, or, if and to the extent such audited financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the District’s audited financial statements are not available by the Submission Deadline, the Annual Report shall contain unaudited financial information (which may include any annual filing information required by Minnesota state law)

accompanied by a notice that the audited financial statements are not yet available, and the audited financial statements shall be filed on EMMA within 10 days of when they become available.

(2) To the extent not included in the financial statements provided as part of the Annual Report, tables, schedules or other information of the type contained in the Official Statement for the Certificates under the following headings or captions, which information may be unaudited:

- (A) Financial Summary
- (B) Indebtedness
- (C) Property Valuations and Taxes
- (D) Financial Information

(iii) The Annual Report may be submitted as a single document or as separate documents comprising a package. The contents of the Annual Report may be included in the Annual Report by specific reference to other documents, including official statements of debt issues of the District or related public entities, which are available on EMMA or are filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available on EMMA. The Annual Report shall clearly identify each such other document so included by reference. The audited financial statements of the District may be submitted separately from the balance of the Annual Report and later than the Submission Deadline if they are not available by that date.

(d) Reporting of Significant Events.

(i) The District shall, either directly or indirectly through an agent designated by the District, give notice of the occurrence of any of the following events with respect to the Certificates, all pursuant to the provisions of this subsection (d):

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
- (7) Modifications to rights of security holders, if material.

- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the obligated person.

For the purposes of the event identified in this subparagraph (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

- (13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
- (15) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material.
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

For purposes of the events identified in subparagraph (15) and (16) above, the term "Financial Obligation" means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or

(iii) guarantee of either (i) or (ii). The term “Financial Obligation” does not include municipal securities as to which a final official statement has been provided to the MSRB pursuant to the Rule.

- (ii) If a Listed Event described in subparagraph (2), (7), (8) (but only with respect to bond calls under (8)), (10), (13), (14) or (15) has occurred and the District has determined that such Listed Event is material under applicable federal securities laws, the District shall, either directly or indirectly through an agent designated by the District, in a timely manner but not later than 10 business days after the occurrence of such Listed Event, promptly file a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB.
- (iii) If a Listed Event described in subparagraph (1), (3), (4), (5), (6), (8) (but only with respect to tender offers under (8)), (9), (11), (12) or (16) has occurred the District shall, either directly or indirectly through an agent designated by the District, in a timely manner but not later than 10 business days after the occurrence of such Listed Event, promptly file a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB. Notwithstanding the foregoing, notice of Listed Events described in subparagraphs (8) and (9) need not be given under this subsection (d) any earlier than the notice (if any) of the underlying event is given to Holders of affected Certificates pursuant to the Trust Agreement.

(e) Termination of Reporting Obligation. The District’s obligations under this section will terminate upon the legal defeasance, prior redemption or payment in full of all of the Certificates or upon the District’s receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the District to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

(f) Dissemination Agent. The District may, from time to time, appoint or engage a dissemination agent to assist it in carrying out its obligations under this section, and may discharge any such dissemination agent, with or without appointing a successor dissemination agent. The dissemination agent will not be responsible in any manner for the content of any notice or Annual Report prepared by the District pursuant to this section.

(g) Amendment; Waiver. Notwithstanding any other provision of this section, the District may amend the covenants contained in this section, and any provision of this section may be waived, if

- (i) (1) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Certificates, or the type of business conducted; (2) the undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Certificates, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (3) the amendment or waiver

either (A) is approved by a majority of the Holders, or (B) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners; or

- (ii) the amendment or waiver is necessary to comply with modifications to or interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission.

In the event of any amendment or waiver of a provision of this section, the District shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the District. In addition, if the amendment relates to the accounting principles to be followed in preparing audited financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under subsection (d), and (ii) the Annual Report for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the audited financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

(h) Additional Information. Nothing in this section will be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this section or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this section. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this section, the District shall have no obligation under this section to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

(i) Default. In the event of a failure of the District to comply with any provision of this section, any Holder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this section. Direct, indirect, consequential and punitive damages will not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this section will not be deemed an event of default under the Lease, the Trust Agreement or this resolution, and the sole remedy under this section in the event of any failure of the District to comply with this section will be an action to compel performance.

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Notification of Advisory Committee Appointments

Pursuant to the World's Best Workforce (WBWF) Advisory Committee charter section 4, the following members have been appointed to the committee, effective 9/1/2020.

Committee Member	Nominator	Seat
Jasmine Harbin	Arneson	District 1
Jillian Stockmo Chapman	Arneson	District 1
Carrie Johnson	Caprini	At-Large
Basilio Diaz	Ellison	At-Large
Tom Anderson	Pauly	At-Large
Mikisha Nation	Pauly	At-Large

